

MLS GRID VOW Rules

All capitalized terms carry the same definitions given in the MLS GRID VOW Data License Agreement.

1. VOW Defined

- a. A Virtual Office Website (“VOW”) is a Member Participant’s (“Participant”) Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS GRID Data, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.
- b. As used in these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.
- c. Affiliated VOW Partner (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS GRID by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS GRID Data except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS GRID Data is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- d. As used in these Rules, the term “MLS GRID Data” refers to active listing information and closed data provided by Participants to their applicable MLS and aggregated and distributed by the MLS GRID to Participants.

2. Scope of Policy

- a. The right of a Participant’s VOW to display MLS GRID Data is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a primary website with links to the VOWs of the other offices.
- b. Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).
- c. Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

3. Consumer Registration VOW Requirements

- a. Before permitting any consumer to search for or retrieve any MLS GRID Data on his or her VOW, the Participant must take each of the following steps:
 - i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in

connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

- ii. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
 - iii. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the username and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
 - b. The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.
 - c. If MLS GRID has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS GRID Data or a violation of MLS GRID rules, the Participant shall, upon request of MLS GRID, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by MLS GRID, provide an audit trail of activity by any such Registrant.
 - d. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
 - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
 - ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
 - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
 - iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
 - v. That the Registrant acknowledges their applicable MLS's ownership of, and the validity of their applicable MLS's copyright in, their applicable MLS database.
 - e. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the

Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

- f. The Terms of Use Agreement shall also expressly authorize MLS GRID, and other MLS GRID Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS GRID rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.
4. Contact Information
A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.
5. Monitoring
A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS GRID Data. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by MLS GRID.
6. Control and Branding
Any VOW display must be under the actual and apparent control of a single Participant who has executed a MLS GRID VOW Data License Agreement. Actual control means that the Participant has either built the website for their own use with internal resources, or obtained technology for the website under an agreement with a Vendor that provides the Participant final control over the operations of the website. Additionally, "actual control" means the ability to add, delete, modify and update information as required by MLS GRID and their applicable MLS's Governing Documents. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the Participant. The following are currently conclusively deemed to be evidence of apparent control: that the Participant's branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Participant from non-participating firms, e.g., from other franchisees of the same franchise, if applicable.
7. Listings or Property Addresses
A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet (including, but not limited to, display on publicly-accessible websites or VOWs or on maps publicly-accessible websites or VOWs) or other electronic forms of display or distribution.
 - a. The listing broker shall communicate to their applicable MLS, or MLS GRID, that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
 - b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b

a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b. I have advised by broker or sales agent that I want the listed property to be displayed on virtual office websites with the following conditions.

	YES	NO
Display Address	[]	[]
Allow Automated Valuation Models – (AVMs)	[]	[]
Allow Consumer Comments	[]	[]

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____ initials of seller

c. The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

8. Comments and Reviews

a. Subject to subsection (b), a Participant's VOW may allow third-parties:

i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

ii. display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

b. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to their applicable MLS, or MLS GRID, that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

9. Accuracy of Property Information

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from

the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the Broker Listing Cooperative® listing service and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

10. Updating of Information

A Participant shall cause MLS GRID Data available on its VOW to be refreshed at least once every twelve (12) hours.

11. Distribution of Information

Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS GRID Data to any person or entity.

12. Privacy Policy

A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

13. Exclusion of Listings

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, and type of property.

14. Display of Listing Participant's Offer of Compensation

Any display of the Listing Participant's offer of compensation through VOW or through any other form or format provided to clients and consumers must be accompanied by the following disclaimer:

"Offer of Compensation is made only to participants of the MLS where the listing is filed."

15. Intention to Operate VOW

A Participant who intends to operate a VOW to display MLS GRID Data must notify their applicable MLS, or MLS GRID, of its intention to establish a VOW and must make the VOW readily accessible to MLS GRID and to all MLS GRID Participants for purposes of verifying compliance with these Rules, the VOW Data License Agreement, and any other applicable MLS rules or policies.

16. Multiple VOWs

A participant may operate more than one VOW himself or herself or through an AVP. A participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant.

17. License Agreement

Participants and the AVPs operating VOWs on their behalf must execute the MLS GRID VOW DATA LICENSE AGREEMENT required by MLS GRID.

18. Exclusion from Searches

A participant's VOW may not make available for search by or display to Registrants any of the following

information:

- a. expired and withdrawn listings (Applies to the following MLS: Northstar, MRED, MIBOR, Northwest, Heartland, SCKMLS) and coming soon listings (Applies to the following MLS: SCKMLS)
- b. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency (Applies to the following MLS: MRED, MIBOR, ACTRIS)
- c. the seller's and occupant's name(s), phone number(s), or e-mail address(es) (Applies to the following MLS: MRED, MIBOR, Heartland, Northwest, ACTRIS)
- d. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property (Applies to the following MLS: MRED, MIBOR, Heartland, Northwest, ACTRIS)
- e. for expired, hold, withdrawn, and closed listings: (i) the sale price, if available; and (ii) any photographs other than the primary photograph as designated in the data feed (Applies to the following MLS: ACTRIS)

19. Changing or Augmenting Content

A Participant shall not change the content of any MLS GRID Data that is displayed on a VOW from the content as it is provided by MLS GRID. The Participant may, however, augment MLS GRID Data with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS GRID Data on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

20. Identifying Listing Firm and Source of Listings

A Participant shall cause any listing that is displayed on pursuant to VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the Participant, in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. The display of any VOW listings shall clearly and conspicuously identify the providing MLS as the source of the VOW listings as distributed by the MLS GRID (e.g. "Listings courtesy of APPLICABLE MLS as distributed by MLS GRID") in accordance with these VOW Rules.

For Northwest MLS Participants only: all listings displayed pursuant to VOW shall identify the listing brokerage name immediately adjacent to the primary photo or group of prominent photos and when displaying a sold listing, the name of the cooperating brokerage (buyer brokerage firm) must be displayed adjacent to the listing brokerage name.

21. Limitation on Number of Listings

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to no fewer than five hundred (500) listings or fifty percent (50%) of the listings available for display, whichever is fewer.

22. Password Change

A Participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

23. Advertising

A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least

one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

24. Source of Listings

A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in MLS GRID, to identify the source of the listing.

25. Searching of Listings from Other Sources (Applies to following MLS: MRED, MIBOR, Heartland) A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another listing service or from a broker not participating in the listing service, to be searched separately from listings in the listing service.

26. Withheld Listings (Applies to the following MLS: Northstar, MRED, Heartland)

Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the at the request of the applicable MLS within 48 hours.

27. VOW Notice

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS GRID Data displayed on the VOW is deemed reliable but is not guaranteed accurate by MLS GRID. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or MLS GRID, or their applicable MLS, from liability.

28. Security (Applies to the following MLS: MRED)

Services that allow persistent downloading of the database by Participants for display or distribution on the Internet or by other electronic means may require that Participants (1) utilize appropriate security protection, such as firewalls, which requirement may not impose on Participants security obligations greater than those employed concurrently by the Service; and (2) maintain an audit trail of Registrants' activity on the VOW and make that information available to the Service if the Service has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the data or a violation of VOW Rules related to use by one or more Registrants.