

Internet Data Exchange (IDX)

Section 18 IDX Defined

IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings.

Section 18.1 Definitions

- **IDX Database-** The current aggregate compilation of MLS listings of all IDX Participants; except those listings where the property seller has indicated that the property will not be public viewable on the Internet.
- **Participant-** The Designated Broker (Principal), registered with the MLS as the Participant for a real estate brokerage who gives consent to display of their listings by other Participants.
- **Salesperson Party-** A non-principal real estate broker, or other real estate sales licensee who is affiliated with an IDX Participant, and is registered with the MLS as a salesperson party affiliated with the Participant through which salesperson party is accessing the IDX Database.
- **Confidential Information-** All information treated or designated by MLS as proprietary information, or which is otherwise generally not available to the general public, including but not limited to, passwords, access codes, software, object codes, or any other information that is not intended by MLS for use by consumers, that becomes available to any party as a result of access to the MLS and/or IDX Database.
- **Gateway-** An entry point or application for a Participant/salesperson party that fetches or receives data from the IDX database (typically an XML, text, or API interface).
- **Framing-** Usage of the MLS-approved standard template(s), or Participant/salesperson party's own template(s), to display a separate scrollable window of listing information in the MLS IDX Database.
- **Font Size/Type-** The size/type of each character on the Participant's website(s).
- **Update Data-** To bring listing data information current.
- **Scraping of Data-** Downloading MLS/IDX listing data by a non-Participant (or non-salesperson party) for any purpose other than a consumer-oriented property search.
- **Consultant-** A third-party information systems expert, consultant, Internet service provider, and anyone else who is not a Participant/salesperson party.
- **Display Body -** The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
- **Thumbnail View-** A thumbnail display of another Participant's listing must include the following minimum amount of display: text data about the listed property, a non-branded photo of the listing (if available), the MLS-approved IDX icon, and the MLS number. Displays of minimal information (e.g. "thumbnails", text messages, tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.1.1 Authorization

Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

Section 18.2 Participation

Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants.

Section 18.2.1

Participants must notify their primary Association of their intention to display IDX information and execute an IDX/VOW Data Access Agreement before display is established. Participants/salesperson parties agree to give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies and to keep their list of sites current with the MLS.

Section 18.2.2

MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines.

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.

Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each Participant.

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. The complete data retrieved in the "Timestamp" field from the RETS feed must be displayed prominently on the Participant's/salesperson party's website.

Section 18.2.6

Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 18.2.7

Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

Section 18.2.8

Any IDX display controlled by a Participant or subscriber that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 18.2.9, a Participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

Section 18.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants, or Consultants acting on behalf of Participants, shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 18.2.10

An MLS Participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

Section 18.2.11

Participants shall not modify or manipulate information relating to other Participant’s listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

Section 18.2.13

An IDX Participant/salesperson party must make changes to an IDX display necessary to cure a violation of the MLS's IDX rules within ten (10) business days of notice from the MLS.

Section 18.2.14

Any IDX Participant/salesperson party using a third party to develop/design its IDX website(s) shall have a written agreement with that third party by having their signature in the "Consultant" section of the IDX/VOW Data Access Agreement.

Section 18.2.15

If an IDX Participant/salesperson party suspects that misappropriation of the data has occurred, the suspicion and any evidence must be reported to the Southern Missouri Regional MLS, LLC immediately.

Section 18.2.17

By virtue of a Participant/salesperson party framing, establishing a gateway to the MLS IDX Database, and/or by initiating a transfer of data from the IDX Database, their Agreement to Participate in IDX is presumed and they agree to comply with the current MLS Rules and Regulations, and the IDX Rules and Regulations. In the event a Participant does not wish to participate in IDX, the Participant must provide MLS with a completed IDX Waiver Form. Participation will be deemed null and void on the day that the completed form is received by the MLS office.

Section 18.2.18

If it becomes apparent to the MLS that a Participant (or any of its salesperson parties) is systematically withholding listings from the IDX Database by seeking its clients' approval to do so, MLS may deny that Participant/salesperson party's access to IDX, even though the Participant has not "opted out" or waived participation in IDX on a firm-wide basis.

Section 18.3 Display

Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

*Displays of minimal information (e.g. "thumbnails", text message, "tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

Section 18.3.2

The IDX Database is provided courtesy of the Southern Missouri Regional MLS, LLC. (the “MLS”). The MLS approved icon (“IDX”) shall be displayed in all search results with the following disclosure:

The data relating to real estate for sale on this web page comes in part from the Internet Data Exchange (IDX) of the Southern Missouri Regional MLS, LLC, Inc. Real estate listings held by Brokerage firms other than [Displaying Broker’s Name] are marked with the IDX logo and detailed information about them includes the name of the listing Brokers. The information being provided is for consumers’ personal, noncommercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. The information being provided is not guaranteed, and all information should be verified by the consumer. Any representation that a web site contains all listings shall only mean that the website contains all listing available to the public through the IDX data feed. There may be other properties offered through a REALTOR® that have not been displayed on this site. © 2017 Southern Missouri Regional MLS, LLC. All rights reserved.

The following must be linked at the bottom of the previous disclosure to either www.somomls.com or a page containing the entire disclosure on the subscriber’s, or consultant’s, website:

SOMO MLS respects the intellectual property rights of others and expects you to do the same. Per the DMCA, SOMO MLS will respond expeditiously to claims of copyright infringement on the Site if submitted to SOMO MLS's Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, SOMO MLS will take whatever action it deems appropriate within its sole discretion, including removal of the allegedly infringing materials. If you believe that your intellectual property rights have been violated by SOMO MLS or by a third party who has uploaded materials to the Site, please provide the following information to SOMO MLS's designated Copyright Agent listed below:

- a. A description of the copyrighted work or other intellectual property that you claim has been infringed;*
- b. A description of where the material that you claim is infringing is located on the Site;*
- c. An address, telephone number, and e-mail address where SOMO MLS can contact you and, if different, an e-mail address where the alleged infringing party, if not SOMO MLS, can contact you;*
- d. A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;*
- e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;*
- f. Your electronic or physical signature.*

SOMO MLS may request additional information before removing any allegedly infringing material. In the event SOMO MLS removes the allegedly infringing materials, SOMO MLS will immediately notify the person responsible for posting such materials that SOMO MLS removed or disabled access to the materials. SOMO MLS may also provide the responsible person with your e-mail address so that the person may respond to your allegations.

SOMO MLS reserves the right to terminate, limit or suspend any user's access to the Site in the event of repeated infringing activity. If you believe that a user of this Site is a repeat infringer, please follow the above instructions to contact SOMO MLS's Copyright Agent. Please include sufficient information to assist SOMO MLS in determining that the user repeatedly engaged in infringing activity.

SOMO MLS registered a designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c).

SOMO MLS's designated Copyright Agent is: Miles F. Noennig

1310 Primrose, Springfield, MO 65804, Phone: 417-883-1226, Email: miles@gsbor.com

Displays of minimal information (e.g. “thumbnails”, text message, “tweets”, etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.3

Any search result identifying another Participant's listing in a brief or "thumbnail" format shall bear an MLS approved IDX icon immediately adjacent to the property information to identify the listing as an MLS listing. The MLS-approved IDX icon shall be at least 29 pixels by 20 pixels. The MLS copyright notice must be displayed immediately following the search information. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.4

A thumbnail display of another Participant's listing must include the following: text data about the listed property, a non-branded photo of the listing (if available), MLS-approved IDX icon, and the MLS number. Participants/salesperson parties may include a "contact information" icon to link to Participant/salesperson party's site or e-mail. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.5

A search result producing a detailed display of another broker's listing shall bear that broker's name, the MLS listing number, the MLS-approved IDX icon, and immediately following the property information, the MLS copyright notice. The listing broker's name shall be at least as large as the text size of the body of the listing data. If a listing has a virtual tour on MLS, the virtual tour may be displayed at the option of the Participant/salesperson party, even if it is branded with the listing broker's contact information. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from the requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.6

RSS feeds are not a suitable method for delivery of IDX database.

Section 18.3.12

Display of expired, withdrawn, and sold listings is prohibited.

Section 18.3.14

Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS.

Section 18.3.16

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

Section 18.4 Service Fees and Charges

- a. Participants using Framing (IDX Lite link) on their website(s) will not be assessed any fees by MLS.
- b. Participants/salesperson parties applying for a data feed will be assessed an Establishment Fee of \$100.00 to their Association. (Fee to cover the cost of establishing the data feed for the account).

Section 18.4.1

In the event any programming is performed by MLS on behalf of the Participant, MLS will be entitled to be fully reimbursed by the Participant. Participant is responsible for any third-party fees in creating, building and maintaining its own website(s).

Section 18.5 Accessing the Database

Participants/salesperson parties may access the IDX Database information by the following means:

- a. **Real Estate Transaction Standard (RETS)**- Participants/salesperson parties will be provided with an ID and password to access and download from the IDX Database.
- b. **Framing**- See definitions.

Section 18.6 Obligations

Participants/Salesperson Parties:

- a. Agrees to grant MLS the right to include property information listed by Participant within the IDX Database.
- b. Agrees to comply with the terms, conditions, and the Rules and Regulations set forth in this document.
- c. Acknowledges that membership in the IDX is not transferable to another Participant.

Section 18.7 Miscellaneous Provisions

These Rules and Regulations are governed by and enforced according to Section 9, Enforcement of the Rules or Disputes of the MLS Rules and Regulations.

Virtual Office Websites (VOWs)

Section 19.1 VOW Defined

- a. A “Virtual Office Website” (VOW) is a Participant’s 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 listing information, 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 Section 19 of 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 Virtual Office Websites, 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 by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS listing information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 19.2

- a. The right of a Participant's VOW to display MLS listing information 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 master 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.

Section 19.3

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the Participant must take each of the following steps.
 1. 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.
 2. The Participant must obtain the name of and a valid e-mail address for each Registrant. The Participant must send an e-mail 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 e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 3. 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 user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any e-mail 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, e-mail address, user name, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- c. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, 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:
 1. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant
 2. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 3. 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
 4. 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
 5. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the 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 the MLS and other MLS Participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS 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.

Section 19.4

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.

Section 19.5

A Participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. 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 the MLS.

Note: MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.

Section 19.6

- a. A Participant's VOW shall not display the 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. The listing broker shall communicate to the MLS 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 e-mail, 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. Check one.

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

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 searches.

Initials of Seller

- c. The Participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

Section 19.7

- a. Subject to Subsection b., below, a Participant's VOW may allow third-parties:
1. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 2. to 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 the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, 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.

Section 19.8

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 MLS 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 forty-eight (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.

Section 19.9

A Participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

Section 19.10

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

Section 19.11

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.

Section 19.12

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, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

Section 19.13

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

Section 19.14

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.

Section 19.15

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
- b. the compensation offered to other MLS Participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- f. sold information

Section 19.16

A Participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS listing information 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 listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 19.17

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

Section 19.18

A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent 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.

Section 19.22

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

Section 19.24

Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.25

Where a seller affirmatively directs his or her 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 MLS within forty-eight (48) hours.

Real Estate Transaction Standard (RETS)

Section 20

SOMO may provide the means for members to obtain RETS data feed(s) for the purposes of IDX, VOW or internal office use, upon approval from member's Association and subject to SOMO Rules and Regulations.

Section 20.1 Fees to Participant/Salesperson Party

- a. Fees will apply in the following circumstances:
 1. Application for a new Feed
Note: terminated accounts cannot be resumed. Accounts cannot be transferred.
Multiple web addresses - each unique web address that displays MLS data
 2. Changes to an existing Feed including but not limited to:
 - i. Change in Consultant
 - ii. Change in web address
 - iii. Change in Association, or office/broker due to agent joining a new office
 - iv. Member inactive in Flex for 60+ days due to nonpayment, cancellation of membership, etc.
- b. Fees will not apply in the following circumstances:
 1. Subdomains
 2. Multiple domain names routing to one singular domain. (e.g. splash pages, vanity url's, etc.)
 3. Change in broker due to new broker in same office (a new contract may be required.)

Section 20.2 Audit

An annual audit will be conducted by SOMO in which members with a RETS Data Feed must respond with current information for their active Feeds. If members do not respond within the timeframe given, the Feed(s) may be suspended or deleted and the member must apply for a new Feed(s); all requirements and fees will apply.