

# RMLS™ Internet Policy

This is the Internet Policy of the Regional Multiple Listing Service, Inc. (RMLS) in Oregon and SW Washington.

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## I. Definitions

**Internet Data Exchange (IDX):** IDX affords RMLS 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 this policy, "display" includes "delivery" of such listings. Participants' consent for display of their listings by other Participants is presumed unless a Participant affirmatively notifies RMLS 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 RMLS 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have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

**Service Provider:** A third party providing website and/or data services to RMLS Participants and Subscribers who has executed a Listing Content License Agreement with RMLS and the Participant(s) they serve.

**Virtual Office Website (VOW):** For purposes of this Policy, the term Virtual Office Website ("VOW") refers to a Participant's Internet website, or a feature of a Participant's Internet 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 data, subject to the Participant's oversight, supervision, and accountability. A Participant may designate an Affiliated VOW Partner ("AVP") to operate a VOW on behalf of the Participant, subject to the Participant's supervision and accountability and the terms of this Policy. A non-principal broker or sales licensee, affiliated with a Participant, may, with the Participant's consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the Participant's supervision and accountability in terms of this Policy.

## II. Participant Data Options

Listing content obtained from RMLS may be used, displayed or transmitted electronically only as specifically authorized by this Internet Policy. All other Internet display, electronic transmission or use of such content is hereby expressly prohibited, and will constitute a violation of RMLS Rules and Regulations, and, therefore, a violation of the applicable Subscriber Agreement and/or Participant Agreement.

A Listing Content License Agreement is required before any MLS content is licensed to a Participant in which the Participant, the Service Provider (i.e. operator of the website or data aggregator), if any, and RMLS jointly agree to the conditions and restrictions of governing data access. Data access fees are defined in Appendix D.

**Sharing Listings:** Upon the authorization of a Firm's Participant, RMLS will provide a file of the Participant's listing content as detailed below. Unless prohibited by state law or regulation, such permission is presumed unless a listing broker "opts out." Participant may opt out of participation in any or all of the following listed Internet display opportunities, but the notification must be in writing.

1. Realtor.com
2. RMLS.com
3. The IDX electronic display of other RMLS Participants and their Subscribers (as may be authorized by the Participant Broker) who also participate in the IDX program

**Displaying Listings:** Upon request, RMLS will provide a Participant a data set containing all cooperating Participants' listings for IDX or all listings as authorized in this policy for VOW display (See Sections III and IV below).

**Broker Specific Data Feeds:** If requested, RMLS will also provide a file of the Participant Brokers' own listings only to website(s) of their choosing or for other enhanced use (See Section V).

**Enhanced Data Feeds:** Participants may also receive a custom listing set for internal use only or other approved enhanced use.

Any RMLS content in data feeds available to Participants for real estate brokerage purposes will be available to Participants for valuation purposes, including automated valuations, through either an existing data feed or a separate data feed at the discretion of RMLS. Information deemed confidential may not be used as supporting documentation. (See Appendix B for confidential fields.)

### III. IDX (Internet Data Exchange)

**Participation:** Participation in IDX is available to all RMLS Participants who consent to display of their listings by other Participants. Participants must notify RMLS of their intention to display IDX information and must give RMLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

1. RMLS 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.
2. Participants must refresh all RMLS downloads and refresh IDX displays automatically fed by these downloads at least once every 12 hours.
3. Listings, including property addresses, can be included in IDX displays except where a seller has directed their Listing Brokers 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.
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, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), , or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant.
- ~~4.5.~~ Participants must not filter out or restrict RMLS listings that are displayed through IDX based on the existence or level of compensation offered to a cooperating broker or the name of a brokerage or agent.
- ~~5.6.~~ Except as provided in this IDX policy and the RMLS Rules and Regulations, 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 RMLS database available to any person or entity.
- ~~6.7.~~ 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 this IDX policy, "control"

means the ability to add, delete, modify and update information as required by the IDX policy and RMLS Rules and Regulations.

~~7.8.~~ The following applies to an IDX display controlled by a Participant or Subscriber that:

- (i) 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
  - (ii) Displays an AVM - automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- a. 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 RMLS 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 7.b, 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.
  - b. 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 RMLS and that relates to a specific property. 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.

~~8.9.~~ All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant 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.

~~9.10.~~ 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. 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 devices application.

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

1. Participants (or Subscribers subject to their Participant's consent and control) 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 RMLS Participant (or 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.

- 4.2. Participants (and Subscribers subject to their Participant's consent and control) shall not use an IDX feed to directly or indirectly establish a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives.
3. Participants (and their affiliated licensees, if any) must not filter out or restrict RMLS listings that are displayed through IDX based on the existence or level of compensation offered to a cooperating broker or the name of a brokerage or agent.
- 2.4. Participants shall not modify or manipulate information relating to other Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS Participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from 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.
- 3.5. Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.
- 4.6. All listings displayed pursuant to IDX shall show RMLS as the source of the 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.
- 5.7. Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by RMLS. RMLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or RMLS from liability. 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.
- 6.8. Display of expired, withdrawn and canceled listings is prohibited.
- 7.9. If more than one RMLS listing status is displayed, the specific status must be displayed on search results and detailed reports(s): Active (ACT), Bumpable (BMP), Short Sale Pending (SSP), Pending (PEN), Pending Lease Option (POP), Sold (SLD).
- 8.10. If Sold (SLD) listings are displayed on IDX, only Sold listings starting from January 1, 2012 may be displayed.
- 9.11. For Range Price Listings, the search results page must show either the maximum price or the full range price and the details page must show the full range price.

## **IV. VOW (Virtual Office Website)**

### **I. Definitions and Scope of Policy.**

1. For purposes of this Policy, the term Virtual Office Website (“VOW”) refers to a Participant’s Internet website, or a feature of a Participant’s Internet 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 data, subject to the Participant’s oversight, supervision, and accountability.
  - a. A Participant may designate an Affiliated VOW Partner (“AVP”) to operate a VOW on behalf of the Participant, subject to the Participant’s supervision and accountability and the terms of this Policy.
  - b. A non-principal broker or sales licensee, affiliated with a Participant, may, with the Participant’s consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the Participant’s supervision and accountability in terms of this Policy.
  - c. Each use of the term “Participant” in this Policy shall also include a Participant’s non-principal brokers and sales licensees (with the exception of references in this section to the “Participant’s consent” and the “Participant’s supervision and accountability,” and in section III.10.a, below, to the “Participant acknowledges”). Each reference to “VOW” or “VOW’s” herein refers to all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an AVP.
2. The right to display listings in response to consumer searches is limited to display of MLS data supplied by RMLS. This does not preclude a firm with offices participating in other MLSs from operating a master website with links to such offices’ VOWs.
3. Participants’ Internet websites, including those operated for Participants by AVPs, may also provide other features, information, or services in addition to VOWs (including the Internet Data Exchange (“IDX”) function).
4. The display of listing information on a VOW does not require separate permission from the Participant whose listings will be available on the VOW.
5. RMLS will not adopt rules or regulations that conflict with this Policy or that otherwise restrict the operation of VOWs by Participants.

## **II. Policies Applicable to Participants’ VOWs**

1. A Participant may provide brokerage services via a VOW that include making RMLS active listing data available, but only to consumers with whom the participant has first established a lawful consumer-broker relationship, 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 agreement(s).
2. A Participant’s VOW must obtain the identity of each Registrant and obtain each Registrant’s agreement to Terms of Use of the VOW, as follows:
  - a. A Registrant must provide his or her name and a valid email address. 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 c below). The Registrant may be permitted to access the VOW only after

the Participant has verified that the email address provided is valid and that Registrant received the Terms of Use confirmation.

- b. The Registrant must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW. The user name and password may be established by the Registrant or may be supplied by the Participant, at the option of the Participant. An email address may be associated with only one user name and password. The Registrant's password and access must expire on a date certain but may be renewed. The Participant must at all times maintain a record of the name and email address supplied by the Registrant, and the username and current password of each Registrant. Such records must be kept for not less than 180 days after the expiration of the validity of the Registrant's password. If RMLS 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 RMLS rules related to use by one or more Registrants, the Participant shall, upon request, provide to RMLS a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any Registrant identified by RMLS to be suspected of involvement in the violation.
- c. The Registrant must be required affirmatively to express agreement to a "Terms of Use" provision that requires the Registrant to open and review an agreement that provides at least the following:
  - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
  - ii. That all data obtained 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 data or information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property;
  - v. That the Registrant acknowledges RMLS's ownership of, and the validity of the RMLS's copyright in, the RMLS database.

After the Registrant has opened for viewing the Terms of Use agreement, a "mouse click" is sufficient to acknowledge agreement to those terms. 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.

The Terms of Use agreement shall also expressly authorize RMLS, and other RMLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with RMLS rules and monitoring display of Participants' listings by the VOW.

- d. An 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.

3. 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 properties 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.
4. A Participant's VOW must protect RMLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the RMLS database.
5. A Participant's VOW must comply with the following additional requirements:
  - a. No VOW shall display the listing or property address of any seller who has affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to RMLS that a 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 listing or property address of a seller who has determined not to have the listing or address for its 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 conforms to the form attached to this Policy as Appendix A. The Participant shall retain such forms for at least one year from the date they are signed.
  - c. With respect to any VOW that:
    - i. 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
    - ii. displays an AVM - automated estimate of the market value of the listing or hyperlink to such estimate in immediate conjunction with the listing,the VOW shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to RMLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Except for the foregoing and subject to subparagraph (d), a Participant's VOW may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled "at the request of the seller."
  - d. A VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data on information that is added by or on behalf of the VOW operator beyond that supplied by RMLS and that relates to a specific property displayed on the VOW. The VOW operator 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 that property explaining why the data or information is false. However, the VOW operator shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.



- e. Each VOW shall refresh RMLS<sup>SM</sup> data available on the VOW not less frequently than every 3 days.
  - f. Except as provided elsewhere in this Policy or in RMLS Rules and Regulations, no portion of the RMLS database may be distributed, provided, or made accessible to any person or entity.
  - g. Every VOW must display a privacy Policy that informs Registrants of the ways in which information obtained from them will be used.
  - h. A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property. However, a VOW must not filter out or restrict listings from display based on the existence or level of compensation offered to a cooperating broker or the name of a brokerage or agent.
- 6. A Participant who intends to operate a VOW must notify RMLS of its intention to establish a VOW and must make the VOW readily accessible to RMLS and to all RMLS Participants for purposes of verifying compliance with this Policy and any other applicable RMLS rules or policies.
  - 7. A Participant may operate more than one VOW itself or through an AVP. A Participant who operates a VOW itself shall not be precluded from also operating VOWs in conjunction with AVPs.

### **III. Policies Applicable to Multiple Listing Services**

- 1. RMLS permits RMLS Participants to operate VOWs, or to have VOWs operated for them by AVPs, subject to the requirements of state law and this Policy.
- 2. RMLS shall, if requested by a Participant, provide basic “downloading” of all RMLS non-confidential listing data, including without limitation address fields, listings types, photographs, and links to virtual tours. Confidential data includes only that which Participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in paragraph IV(1) of this Policy, provided that sold data (i.e., listing information relating to properties that have sold) shall be deemed confidential and withheld from a download only if the actual sales prices of completed transactions are not accessible from public records. For purposes of this Policy, “downloading” means electronic transmission of data from RMLS servers to a Participant’s or AVP’s server on a persistent basis.
- 3. This Policy does not require RMLS to establish publicly accessible sites displaying Participants’ listings.
- 4. RMLS’s VOW-specific feed shall include all of the non-confidential data included in the feed described in paragraph 2 above except for listings or property addresses of sellers who have elected not to have their listings or addresses displayed on the Internet.
- 5. RMLS will charge those Participants who download listing information the reasonably estimated costs incurred by RMLS in adding or enhancing its “downloading” capacity to enable such Participants to operate VOWs.
- 6. Participants shall (1) utilize appropriate security protection, designated by RMLS from time to time, but in no event greater than those employed concurrently by the RMLS, and/or (2) maintain an audit trail of Registrants’ activity on the VOW and make that information available to RMLS if RMLS has reason to

believe that any VOW has caused or permitted a breach in the security of the data or a violation of applicable RMLS rules.

7. This policy does not prohibit or regulate display of advertising or the identification of entities on VOWs (“branding” or “co-branding”), except to prohibit deceptive or misleading advertising or co-branding. For purposes of this provision, 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 by or for 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.
8. Except as provided in this Policy, Participants may enhance their VOWs by providing information obtained from sources other than RMLS, additional technological services (such as mapping functionality), or information derived from non-confidential RMLS data (such as an estimated monthly payment derived from the listed price). Participants may not use their VOWs to directly or indirectly establish a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives. Except as provided in this policy, RMLS does not regulate the use or display of such information or technological services on any VOW.
9. Except as provided in generally applicable rules or policies (such as the Realtor® Code of Ethics), RMLS does not restrict the format of data display on a VOW or regulate the appearance of VOWs.
10. Subject to the provisions below, RMLS makes RMLS listing data available to an AVP for the exclusive purpose of operating a VOW on behalf of a Participant. RMLS makes RMLS listing data available to an AVP under the same terms and conditions as those applicable to Participants. No AVP has independent participation rights in RMLS by virtue of its right to receive data on behalf of a Participant, or the right to use RMLS data except in connection with operation of a VOW for a Participant. AVP access to RMLS data is derivative of the rights of the Participant on whose behalf the AVP is downloading data.
  - a. A Participant, non-principal broker or sales licensee, or AVP may establish the AVP’s right to receive and use RMLS data by providing to the RMLS a writing in which the Participant acknowledges its or its non-principal broker’s or sales licensee’s selection of the AVP to operate a VOW on its behalf.
  - b. RMLS will not charge an AVP, or a Participant on whose behalf an AVP operates a VOW, more than a Participant that chooses to operate a VOW itself (including any fees or costs associated with a license to receive RMLS data, as described in (g), below), except to the extent that RMLS incurs greater costs in providing listing data to the AVP than RMLS incurs in providing listing data to a Participant.
  - c. AVPs are subject to the same data security requirements and restrictions on use of RMLS listing data as Participants.
  - d. AVPs may download listing information in the same manner (e.g., via an API feed), at the same times and with the same frequency that RMLS permits Participants to download listing information.
  - e. RMLS will not refuse to deal directly with an AVP in order to resolve technical problems with the data feed. However, RMLS may require that the Participant on whose behalf the AVP is operating the VOW participate in such communications if RMLS reasonably believes that the involvement of the Participant would be helpful in order to resolve the problem.

- f. RMLS does not condition an AVP's access to a data feed on the financial terms on which the AVP provides the site for the Participant.
  - g. RMLS requires Participants and AVPs to execute license or similar agreements sufficient to ensure that Participants and AVPs understand and agree that data provided by RMLS may be used only to establish and operate a VOW on behalf of the Participant and not for any other purpose.
  - h. RMLS does not (i) prohibit an AVP from operating VOWs on behalf of more than one Participant, and several Participants may designate an AVP to operate a single VOW for them collectively, (ii) limit the number of entities that Participants may designate as AVPs for purposes of operating VOWs, or (iii) prohibit Participants from designating particular entities as AVPs except that, if an AVP's access has been suspended or terminated by RMLS, that entity may not be designated an AVP by another Participant during the period of the AVP's suspension or termination.
  - i. Except as stated below, RMLS will not suspend or terminate an AVP's access to data (a) for reasons other than those that would allow RMLS to suspend or terminate a Participant's access to data, or (b) without giving the AVP and the associated Participant(s) prior notice and the process set forth in the applicable provisions of RMLS rules for suspension or termination of a Participant's access. Notwithstanding the foregoing, RMLS may immediately terminate an AVP's access to data (a) if the AVP is no longer designated to provide VOW services to any Participant, (b) if the Participant for whom the AVP operates a VOW ceases to maintain its status with RMLS, (c) if the AVP has downloaded data in a manner not authorized for Participants and that hinders the ability of Participants to download data, (d) if the AVP has used data to directly or indirectly establish a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives, or ~~(de)~~ if the associated Participant or AVP has failed to make required payments to RMLS in accordance with RMLS's generally applicable payment policies and practices.
11. RMLS will not prohibit, restrict, or impede a Participant from referring Registrants to any person or from obtaining a fee for such referral.

#### IV. Additional Requirements

- 1. Participants use of RMLS listing data in providing brokerage services via all delivery mechanisms, including VOW, is subject to the following requirements:
  - a. A Participant's VOW may not make available for search by or display to Registrants the following data intended exclusively for other RMLS Participants and their affiliated licensees:
    - i. The existence or level of compensation offered to other RMLS Participants.
    - ii. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
    - iii. The seller(s) and occupant(s) names(s), phone number(s) and email address(es), where available.
    - ~~iii.~~iv. The name of a brokerage or agent.
    - ~~iv.~~v. Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.

- b. The content of RMLS data that is displayed on a VOW may not be changed from the content as it is provided in RMLS. RMLS data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such other data or information is clearly identified. Participants may not use RMLS data to directly or indirectly establish a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives. This requirement does not restrict the format of RMLS data display or display of fewer than all of the listings or fewer authorized data fields.
  - c. There shall be a notice on all RMLS data displayed indicating that the data is deemed reliable but is not guaranteed accurate by RMLS. A Participant's VOW may also include other appropriate disclaimers necessary to protect the Participant and/or RMLS from liability.
  - d. The number of current or, if permitted, sold listings that Registrants may view, retrieve, or download on or from a VOW in response to an inquiry is limited to 500 listings.
  - e. Participants displaying other brokers' listings obtained from other sources, e.g., other MLSs, non-participating brokers, etc. shall display the source from which each such listing was obtained.
  - f. Registrants' passwords are valid for no more than 90 days, after which such passwords must be changed or reconfirmed.
2. Participants may download and display or frame listings obtained from other sources, e.g., other MLSs or from brokers not participating in RMLS, etc., but if such other sources are searched in conjunction with searches of the listings available on the VOW, require that any display of listings from other sources identify such other source.
  3. Participant shall cause any listing that is displayed on their VOW to identify the name of the listing firm and the listing broker or agent, and the email or phone number provided by the listing 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.

EFFECTIVE DATE: February 12, 2009

See Appendix A for Seller Opt-Out Form

## V. Broker Specific Data Set

At the request of a Participant, RMLS may create and provide a set of data consisting only of the requesting Participant's listings (Broker Specific Listings). RMLS will provide such a data file only after the Participant has executed a Listing Content License Agreement in which the Participant and any authorized Service Provider agree as follows:

1. A Broker Specific Listings data set may include any and/or all data fields available in Participants listings.
2. Up to 32 images per listing may be included in the data set in .jpg format.
3. Participant may allow the Broker Specific Listings data set to be forwarded to additional websites.
4. A "Source of Data" statement must appear in the footer on every page listing content appears. See Appendix C for Source of Data Language example.
5. An "Update Frequency" statement must appear in the footer on every page listing content appears. See

Appendix C for Update Frequency language example.

6. The “primary” URL for display of Broker Specific Listings data set must be included on the Listing Content License Agreement.
7. Any changes to, or additional URL’s that are authorized by Participant to display, Broker Specific Listings must be provided to RMLS within five (5) business days of such change.
8. The Service Provider must make changes within three business days of notice from RMLS as necessary to correct or cure any violation of RMLS Rules and Regulations or any breach of the agreement.
9. The Service Provider shall take reasonable efforts to prevent unauthorized scraping and framing of the content.

## **VI. Auto-Response Functionality**

Participant or Subscriber websites utilizing RMLS content may provide an auto-responder, whereby a consumer requests property information and the responses are automatically generated and e-mailed routinely by the website without direct RMLS member intervention and/or approval in each instance. The following rules will apply:

1. A consumer may receive property addresses in search results using an auto-responder from a website displaying either IDX data after the consumer has expressly agreed to Terms of Use, which must conform to Appendix C.
2. No auto-responder providing RMLS content may return more than five hundred (500) listings per e-mail.

## **VII. Service Provider Policies**

1. No Service Provider may maintain on their server a subset of RMLS listing content without a current, fully executed Listing Content License Agreement on file with RMLS.
2. Service Providers who have executed a Listing Content License Agreement may be provided a sample data set for development purposes.
3. Service Providers accessing RMLS data files must file a monthly report with RMLS identifying all RMLS Participants and Subscribers for whom Service Provider is providing content, the URL’s of the websites on which Service Provider is posting RMLS listing content, and other audit information as RMLS may request from time to time. The Service Provider must file the monthly report during the first week of each month to the Distribution Services department of RMLS via e-mail (ds@rmls.com) or regular mail.
4. Service Provider must have permission in writing from Participant prior to any RMLS content display on the website(s) of that Participant’s Subscriber(s).



## Appendix A - Seller Internet Opt-Out Form

Property Address: \_\_\_\_\_

Check one of the following options:

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

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(s)

## Appendix B - RMLS Internet Data Exchange (IDX) Fields and Virtual Office Website (VOW) Fields

- Residential - RES
- Lots & Land - LND
- Multi Family - MUL
- Commercial/Industrial - COM
- Commercial Lease - LSE (VOW only)

### Photo Display Requirements:

- IDX – ACT, BMP, SSP, PEN, POP, SLD, SNL Listings: All photos not indicated as Private are available for display.
- VOW: All photos are available for display.

### Status Display Requirements:

If product (or website) displays more than one status, the RMLS specific status (ex: ACT, BMP, SSP, PEN, POP, SLD, etc.) must be displayed on search results and detailed report(s). The three-character RMLS status abbreviation or spelled out status name may be used.

### Price Display Requirements:

For listings that utilize a Range Price, the search results page must show either the maximum price or the full range price and the details page must show the full range price.

All available fields <i>except the following:</i>	RES	MUL	COM	LND	LSE (VOW Only)
Bankruptcy	X	X	X	X	
Compensation: Total Commission Differs If Sold In-House	X	X	X	X	
Compensation: Commission Differs If Leased In-House					X
Type of Listing (ER/EA): List Type	X	X	X	X	
Owner Name #1-2	X	X	X	X	X
Phone - 1 <sup>st</sup> Contact	X				
Phone – 2 <sup>nd</sup> Contact	X				
Owner Phone		X	X	X	X
Tenant/Other Name	X			X	
Tenant/Other Phone				X	
Manager Name		X			
Manager Phone		X			
Confidential Remarks – Private Remarks	X	X	X	X	X
Lockbox Hours/Location/Combo	X	X			
Occupied By	X				
Pre-Approved Short Sale Price	X	X	X	X	
Showing Hours	X				
Showing Features	X	X	X	X	X
FIRPTA Y/N	X	X	X	X	
Special Assessment Balance	X	X	X	X	
Tax Deferral	X	X	X	X	
Tax Deferral Description	X	X	X	X	
Escrow Preference	X	X	X	X	



All available fields <i>except the following</i> :	RES	MUL	COM	LND	LSE (VOW Only)
Oregon - Seller is Perm. Resident Y/N	X	X	X	X	
Possession	X	X	X	X	
Expiration Date	X	X	X	X	
Other Disclosures	X			X	
Accessory Dwelling Unit: Currently Rented Desc. #1-2	X				
Amenities: Easement Information	X	X	X	X	
Amenities: Exclusion	X	X	X	X	
Additional Structures: Conditional Use Permit Required for 2 <sup>nd</sup> Residence	X			X	
Condo: Manager / Contact	X				
Condo: Association Name	X				
Condo: Association Manager / Contact Email	X				
Condo: Manager / Contact Phone	X				
Condo: Association URL + URL Y/N	X				
Condo: Pending Litigation	X				
Condo: Rent Policy	X				
Floating Home: VIN/Title #	X				
Manufactured Home/Park: Seller's Ag. Man. Stru. (MSD)	X				
Manufactured Home/Park: Serial #1-3	X				
Manufactured Home/Park: Park Name	X				
Manufactured Home/Park: Park Management	X				
Manufactured Home/Park: Park Contact Name	X				
Manufactured Home/Park: Park Contact Phone	X				
Manufactured Home/Park: Park URL	X				
Manufactured Home/Park: Pet Restrictions	X				
Seller's Agent/Office Contact: Member Name #1-10	X	X	X	X	
Seller's Agent/Office Contact: Member Phone #1-10	X	X	X	X	
Seller's Agent/Office Contact: Member Email #1-10	X	X	X	X	
Seller's Agent/Office Contact: Member License #1-10	X	X	X	X	
Seller's Agent/Office Contact: Member Role #1-10	X	X	X	X	
Seller's Agent/Office Contact: Member Role Desc. #1-10	X	X	X	X	
Townhouse/Planned Community: HOA Status	X	X		X	
Townhouse/Planned Community: Pending HOA Litigation	X	X		X	
Townhouse/Planned Community: HOA Address	X	X		X	
Townhouse/Planned Community: HOA Name	X	X		X	
Townhouse/Planned Community: HOA Contact	X	X		X	
Townhouse/Planned Community: HOA Phone	X	X		X	
Townhouse/Planned Community: HOA URL	X	X		X	
Water Rights: Application ID	X	X	X	X	
Water Rights: Certificate ID	X	X	X	X	
Water Rights: 5+ Consecutive Years of Non-Use	X	X	X	X	
Water Rights: Current Water Rights Y/N	X	X	X	X	
Water Rights: Current Water Rights Source	X	X	X	X	
Water Rights: Date Last Used	X	X	X	X	
Water Rights: Delivery Methodology	X	X	X	X	
Water Rights: Delivery System	X	X	X	X	

All available fields <i>except the following</i> :	RES	MUL	COM	LND	LSE (VOW Only)
Water Rights: Delivery System Pressurized Y/N	X	X	X	X	
Water Rights: Irrigated Acres	X	X	X	X	
Water Rights: Number Wells	X	X	X	X	
Water Rights: Permit ID	X	X	X	X	
Water Rights: Power at Diversion	X	X	X	X	
Water Rights: Priority Date	X	X	X	X	
Water Rights: Pump Location	X	X	X	X	
Water Rights: Pump Owner	X	X	X	X	
Water Rights: Pump Shared	X	X	X	X	
Water Rights: Pump Type	X	X	X	X	
Water Rights: Status	X	X	X	X	
Water Rights: Type of Right	X	X	X	X	
Water Rights: Type of Use	X	X	X	X	
Water Rights: Water Source	X	X	X	X	
Water Rights: Well Type	X	X	X	X	

## **Appendix C - Website Language Examples**

### **Sample: Source of Data Language**

The content relating to real estate for sale on this web site comes in part from the IDX program of the RMLS of Portland, Oregon. Real estate listings held by brokerage firms other than (fill in the site owning Broker company name here) are marked with the RMLS logo, and detailed information about these properties includes the names of the listing brokers. Listing content is copyright © 2018 RMLS, Portland, Oregon.

### **Sample: Update Frequency Language**

This content last updated on (fill in the date and time here). Some properties which appear for sale on this web site may subsequently have sold or may no longer be available.

### **Sample: Disclaimer Language**

All information provided is deemed reliable but is not guaranteed and should be independently verified.

### **Sample: "Terms of Use" Language for distribution of Property Address from IDX website using auto-responder**

In order to receive property addresses by auto-response from this website, please read and accept the following Terms of Use by clicking "I Agree":

1. That all content obtained from this website may be used only for the consumer's personal, non-commercial use, and only for the purpose of identifying real property for purchase;
2. That the Consumer has a bona fide interest in the purchase, or lease of real estate of the type being offered through the website;
3. That the Consumer will not copy, redistribute or retransmit any of the content or information provided, or use such data in any other way or for any other purpose;
4. That the Consumer acknowledges RMLS ownership of and copyright in the RMLS database, including the content provided automatically by this website according to the criteria established.

## **Appendix D - RMLS Listing Content License Fees**

### **\*MONTHLY DATA ACCESS FEES (all data access except VOW)**

#### **Basic Listing Content License Fees VIA API (IDX; Broker Specific Feeds)**

- A \$50 non-refundable monthly access fee per Firm, OR
- A \$300 non-refundable monthly access fee (to serve an unlimited number of Firms)

#### **Enhanced Listing Content License Fees VIA API (Internal; Enhanced Feeds; AVM)**

- A \$100 non-refundable monthly access fee per Firm, OR
- A \$600 non-refundable monthly access fee (to serve an unlimited number of Firms)

### **\* VOW FEES (in addition to any other applicable Data Service fees)**

- \$25 Set Up Fee for each party to a VOW Database Access Agreement (whether they be AVP, Firm or Subscriber)
- \$50/month for each VOW website, billed to the party who receives the data (Firm, Subscriber or AVP)

\*Including any applicable tax.