



Data Use Policy

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DEFINITIONS AND SCOPE

MLS Defined

ValleyMLS.COM maintains a Multiple Listing Service (“MLS”) for the use of its Participants and subscribers in good standing (“Authorized Users”). Authorized MLS Participant brokers input listing information into a common database, which is accumulated and disseminated among the Participants or authorized third parties so that Authorized Users may better serve their clients and the public in real estate transactions.

MLS Rules Defined

“MLS Rules” means the ValleyMLS Rules and Regulations adopted and amended from time to time by the ValleyMLS Board of Directors and the National Association of REALTORS® for the regulation of the MLS, its database and the Content, including the rights, duties and obligations of Participants/subscribers with respect to the operations and use of the MLS, as well as any stated policy regarding the use or display of Licensed Content and access to the MLS database, as adopted and amended from time to time.

Accuracy of MLS Information

ValleyMLS, Inc. publishes and disseminates information verbatim without change by ValleyMLS, as filed with ValleyMLS by the Participant. ValleyMLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold ValleyMLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Third Party Vendor / Consultant Defined

“Third Party Vendor/Consultant” is a third-party provider (vendor) who submits a request for a ValleyMLS Data Feed to provide services to Authorized Users of ValleyMLS.

Methods of Access

This policy covers all methods of access to MLS data (e.g., via RETS or API, or other direct access as may be provided) or any other method of accessing the MLS data, whether authorized or unauthorized (e.g., hacking, scraping, or using the credentials of an authorized user).

PARTICIPANT BROKER AUTHORITY

The ValleyMLS Rules state that a listing shall not be advertised by any Participant or subscriber other than the listing broker without the listing broker's prior consent.

- a. ValleyMLS Participant brokers are automatically considered OPTED IN to the IDX program, as defined in the MLS Rules. However, the listing broker has the right to opt out of such advertising and has the right to refuse to have listings displayed, either on a blanket basis or as instructed by the individual seller.
- b. All listings are considered OPTED IN for purposes of VOW websites. There are no “blanket” opt-outs permitted in this program, although a seller may request to have a property withheld from ALL Internet viewing by completing the proper “Seller Opt Out” documentation.
- c. ValleyMLS may provide technology to allow Participants to opt in or opt out of additional specified data feeds to third-party licensees, as determined from time to time by the Board of Directors. At such time, opt outs may be managed on a Participant, office or listing agent level, as determined by the listing broker.

Third Party Vendor Licensee: (including Affiliated VOW Partners (AVPs)).

Vendors are independent product or third-party service providers, or other real estate-related providers, seeking to access and receive MLS Content for integration into a product or service for Authorized Users. Any entity using MLS Content for any purpose other than transacting the sale of real property listed in the MLS or preparing an appraisal is considered a vendor and must be approved and licensed as described in this Data Use Policy. Prospective vendors who apply to receive MLS Content access must meet the following requirements:

- a. Vendors must have a business model that fits in the usage models described in this policy. Approved Usage Models are approved by the ValleyMLS Board of Directors and are amended from time to time.
- b. Vendor must be able to demonstrate and justify that its product or service benefits ValleyMLS Participants or subscribers above and beyond the services offered by ValleyMLS directly.
- c. Vendor must be able to demonstrate that the quality of its sales and customer support service is adequate for supporting the ValleyMLS subscriber base.
- d. Vendor must agree to the terms, conditions, and fees set forth by ValleyMLS, including the terms set forth in the Participant Data Access Agreement, and have the ability to implement technical and legal measures for the protection of the integrity of the MLS Content.

Featured Partners:

ValleyMLS may, from time to time, research and select partners to provide products or services to Authorized Users (e.g., MarketStats, Dotloop, ShowingTime, etc.) Featured Partner relationships are determined on a case-by-case basis and approved by the ValleyMLS Board of Directors. ValleyMLS does not otherwise recommend, support, warrant, or endorse any third-party vendors or products.

AUTHORIZED USES OF CONFIDENTIAL MLS CONTENT

All ValleyMLS Content, including its structure or arrangement, is considered confidential Information and is proprietary to ValleyMLS.

“Confidential Information” means information or material proprietary to a party or designated “confidential” by the party and not generally known to the public that the other parties may obtain knowledge of or obtain access to. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all ValleyMLS Data, except to the extent to which this Agreement and the ValleyMLS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that ValleyMLS obtains from any third party that ValleyMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by ValleyMLS; (d) any information designated as confidential or private by any applicable state, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality agreement; or already possessed by the receiving party at the time of its disclosure.

USE OF COPYRIGHTED MLS COMPILATION:

Distribution -

Participants and their authorized licensees shall at all times maintain control over and responsibility for each copy of any ValleyMLS Compilation provided them and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of ValleyMLS. Use of information developed by or published by ValleyMLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership", or any right of access to information developed by or published by ValleyMLS.COM, where access to such information is prohibited by law.

LIMITATIONS ON USE OF MLS INFORMATION:

Use of information from ValleyMLS Compilation of current listing information, from the Association's "Statistical Report", or from any "sold" or "comparable" report of the Association or ValleyMLS for public mass media advertising by a ValleyMLS Participant or in other public representations is strictly prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by HAAR or ValleyMLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from ValleyMLS for the period (00/00/0000 - date) through (00/00/0000 - date).

APPROVED USAGE MODELS:

Only usage models approved by the ValleyMLS Board of Directors from time to time are allowed. All other uses of MLS Content not specifically authorized in this policy are expressly prohibited.

This section describes the approved uses for Participants and brokerage firms, whether executed in-house or outsourced to external technology providers. When using an outsourced provider, the Participant must also secure and complete the Participant Data Access Agreement.

- a. **Participant:** ValleyMLS licenses MLS Content strictly for the benefit, use and support of Authorized users. It is incumbent on the Participant to ensure that access to products and services utilizing MLS data is at all times restricted to Authorized Users only. Agents seeking to use third-party products must obtain their Participant Broker's approval and complete the Participant Data Access Agreement.

No Redistribution: No portion of the MLS data may be distributed, provided, or made accessible to any unauthorized third party or unauthorized user, except as may be set forth in the Participant Data Access Agreement or the ValleyMLS Rules and Regulations.

- b. **Agent Tools and Internal Participant Broker Operations:** The MLS Compilation may be licensed to brokerage offices for the development of brokerage-branded agent tools and internal operational analysis. The Content is licensed only for access by **Authorized Users**, and it is the Participant broker's responsibility to ensure that ValleyMLS content is available only to Authorized Users. Approved usage includes the following:
 - Branded agent tools that offer search, CMA, contact management, and automated email/prospecting functionality.
 - Custom statistical reports for operational analysis.
- c. **Third Party Providers of Agent Tools:** ValleyMLS supports the use of products and services provided by approved vendors for use by ValleyMLS Participants and subscribers. In each case, ValleyMLS will determine the minimum content scope required for each product or service and may restrict access to non-essential

content. ValleyMLS content may only be provided to Authorized Users. Agents seeking to use third-party products must obtain their Participant Broker's approval and complete the Participant Data Access Agreement.

- d. **Agent/Office Productivity:** Certain providers may be licensed to access MLS content to populate personal or office software programs. Applications may include Transaction Management systems and Contact Management programs.
- e. **BROKER /OFFICE WEBSITE:** ValleyMLS provides IDX access via a RETS feed **or** by subscribing to the IDX Smart framing options in Paragon. IDX allows the use and display of portions of the ValleyMLS Data under the IDX provisions of the ValleyMLS Rules and Regulations
- f. **AGENT WEBSITE:** ValleyMLS provides IDX access via RETS feed **or** by subscribing to the IDX Smart framing options in Paragon. IDX allows the use and display of portions of the ValleyMLS Data under the IDX provisions of the ValleyMLS Rules and Regulations. Agents seeking to use third-party products must obtain their Participant Broker's approval and complete the Participant Data Access Agreement.
- **If using a RETS feed,** the Participant Data Access agreement must be completed and returned to mlssupport@valleymls.com for approval.
 - **If using IDX Smart Framing, the broker can subscribe to** an office and/or agent website through the Paragon RESOURCES menu. Subscribers can subscribe to IDX smart framing for an agent website only.
- g. **(VOW) Virtual Office Website –** A VOW has all the data fields of a customer's full report with the following exceptions:
- Expired, withdrawn, or pending (“under contract”) listings.
 - The compensation offered to other MLS Participants
 - The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
 - The seller's and occupant's name(s), phone number(s), or e-mail address (es).
 - Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
- VOW –Firm must obtain the name of and a valid e-mail address for each Registrant. Each Registrant must agree to the terms of use described in Section B.3 of the ValleyMLS Participant Agreement. Firm must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.***
- h. **FIRM INTERNAL USE FEED (BACK OFFICE)** Any use of those portions of the ValleyMLS Data relating to the Firm's own listings; and any use of those portions of the ValleyMLS Data relating to listings of Participants other than Firm that exposes ValleyMLS Data only to Firm Related Persons and to Salespersons affiliated with the Firm, subject to ValleyMLS Policies. *Firm internal use is often used in applications such as market-share analyses, showing scheduling services, etc.)*
- i. **FIRM AVM:** Use and display of portions of ValleyMLS Data by Firm for AVM purposes, subject to the provisions of Exhibit B of the ValleyMLS Participant Agreement. *Firm AVMs enable brokers to use MLS data for automated valuations (AVMs, BPOs, and CMAs) where permitted by law.*
- j. **Advertising Solutions:** ValleyMLS may approve additional vendors to provide advertising services on behalf of ValleyMLS Subscribers. In these cases, Participant brokers must proactively sign up with the individual provider to elect to have their listings available for these services. The services could include public websites (such as newspaper or “magazine” sites) and mailing services (such as “Just Listed” postcards). Fields may be limited for these accounts.

- k. **ValleyMLS.COM' Statistics.** The use of ValleyMLS's published aggregated statistics, which are the intellectual property of ValleyMLS.COM, will be permitted as follows. No other use of these statistics is permitted.
- May be copied and displayed on an individual Authorized User's website, with copyright attribution to ValleyMLS.COM. (Vendors with an MLS Content License may assist in this.)
 - May be used in email correspondence in one-on-one dealings with clients, with copyright attribution to ValleyMLS.COM.
 - Must be limited to the following fields: city/area reported, period reported, number of new listings in the period, current inventory, number of closed sales in the period, average sale price, and median price.
 - May NOT be included as part of a product or service intended for resale or for profit, unless an approved MLS Licensing Contract is executed and the corresponding fees paid.
 - **Statistical Information:** General statistical information that is generated by Participants using ValleyMLS content may be used using the following disclaimer:
"These statistics are generated using information from the ValleyMLS.COM, Inc, but have not been verified and are not guaranteed. ValleyMLS disclaims any responsibility for the accuracy and reliability of these statistics. This information should not be relied upon for real estate transaction decisions."

General Policies for Public or Client Use of MLS Content:

The following policies apply to all materials, whether electronic, faxed, printed, broadcast (e.g., television, podcasts, radio, etc.) or provided through any other delivery method, where MLS Content is being used for public or client use. Materials that fall into this category include, but are not limited to, website detail pages, client reports, automated email distributions, statistics, and flyers.

- a. If there is any question, the ValleyMLS Board of Directors will make the final determination about what activities might be considered as "advertising."
- b. MLS photos for Active listings may be used on authorized websites and in printed materials when used in conjunction with the listing.
- c. The IDX program is for websites only, and permissions do not extend to any other electronic uses or printed materials.
- d. VOW websites are not considered advertising and therefore are not subject to opt out, except that a Seller may designate that his/her individual listing be withheld from all Internet display.
- e. Confidential fields may never be displayed.
- f. ValleyMLS's copyright notice must appear where the ValleyMLS content is displayed.

PENALTIES AND DAMAGES

A. VIOLATIONS

Third Party Vendors may not use the MLS Compilation or the Content for any purpose or in any manner that infringes on any third party's Intellectual Property Rights or violates any federal or state Law, statute, ordinance, or regulation, including, without limitation, the Real Estate Settlement Procedures Act and laws governing unfair competition, unfair and deceptive practices, Anti-discrimination and/or false advertising.

Participants and third-party vendors who have access to ValleyMLS data are responsible for any misuse of Confidential Information by their officers, directors, agents, employees, or representatives.

B. PENALTIES

The ValleyMLS Data Usage Policy includes penalties for violations of the use and display of the Licensed Content, as set forth in Exhibit A.

C. GROUNDS FOR TERMINATION AND SANCTIONS

ValleyMLS may suspend or immediately terminate access to the licensed data pending investigation of any evidence or allegation that a third-party vendor or Authorized User has breached the terms and conditions of the Participant Data Access Agreement, this Data Use Policy, the MLS Rules, or any other governing rules, regulations, or statutes.

PROHIBITIONS

The following kinds of information are never allowed for search or display on the Internet or in print media;

- a. Expired, Withdrawn, Pending, or Contingent (Status)
- b. Compensation offered to other ValleyMLS Participants.
- c. Sellers' or occupants' names, phone numbers, email addresses, or other identifying information.
- d. Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.
- e. Any fields not included in the "IDX-Only" data feed.
- f. Downloading listing data from ValleyMLS is not permitted for purposes of creating websites, automated evaluations, statistics, or other products or services. These activities require a data license agreement to be completed by the ValleyMLS Participant and authorized Third Party Vendor.
- g. Agent/office rankings are considered confidential information and shall not be published for public display.
- h. Making claims without substantial evidence, as referenced in Articles 12 and 15 of the Code of Ethics.

False or Misleading Advertising/Representations; True Picture Standard of Conduct. Participants and subscribers may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the participant's or subscriber's relationship to the service, about the service itself, or about any property listed with the service. MLS participants and subscribers shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and participants and subscribers may not:

- a. engage in deceptive or unauthorized framing of real estate brokerage websites
- b. manipulate (e.g., presenting content developed by others), listing content in any way that produces a deceptive or misleading result; or
- c. Deceptive use of metatags, keywords, or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

ValleyMLS.Com. Data Use Policy

This section outlines the Penalties and Damages for misuse of the ValleyMLS Data licensed under this Policy.

Should an agent have a complaint/grievance with the Rankings/Statistical information being published and disseminated to the public and/or used in advertising by another agent, the following steps should be taken:

How to verify that a violation has been made....

Read and follow Article 12 and Article 15 of The Code of Ethics, which pertains to Duties to the Public and to Realtors®

Article 12

Realtors® shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations. Realtors® shall ensure that their status as real estate professionals is readily apparent in their advertising, marketing, and other representations, and that the recipients of all real estate communications are, or have been, notified that those communications are from a real estate professional. *(Amended 1/08)* Standard of Practice 12-1

Realtors® may use the term “free” and similar terms in their advertising and in other representations, provided that all terms governing the availability of the offered product or service are clearly disclosed at the same time. *(Amended 1/97)*

- **Standard of Practice 12-2**

Realtors® may represent their services as “free” or without cost even if they expect to receive compensation from a source other than their client provided that the potential for the Realtor® to obtain a benefit from a third party is clearly disclosed at the same time. *(Amended 1/97)*

- **Standard of Practice 12-3**

The offering of premiums, prizes, merchandise discounts or other inducements to list, sell, purchase, or lease is not, in itself, unethical even if receipt of the benefit is contingent on listing, selling, purchasing, or leasing through the Realtor® making the offer. However, Realtors® must exercise care and candor in any such advertising or other public or private representations so that any party interested in receiving or otherwise benefiting from the Realtor®’s offer will have clear, thorough, advance understanding of all the terms and conditions of the offer. The offering of any inducements to do business is subject to the limitations and restrictions of state law and the ethical obligations established by any applicable Standard of Practice. *(Amended 1/95)*

- **Standard of Practice 12-4**

Realtors® shall not offer for sale/lease or advertise property without authority. When acting as listing brokers or as subagents, Realtors® shall not quote a price different from that agreed upon with the seller/landlord. *(Amended 1/93)*

- **Standard of Practice 12-5**

Realtors® shall not advertise nor permit any person employed by or affiliated with them to advertise real estate services or listed property in any medium (e.g., electronically, print, radio, television, etc.) without disclosing the name of that Realtor®’s firm in a reasonable and readily apparent manner. This Standard of Practice acknowledges that disclosing the name of the firm may not be practical in electronic displays of limited information (e.g., “thumbnails”, text messages, “tweets”, etc.). Such displays are exempt from the disclosure requirement established in this Standard of Practice, but only when linked to a display that includes all required disclosures. *(Adopted 11/86, Amended 1/11)*

- **Standard of Practice 12-6**

Realtors®, when advertising unlisted real property for sale/lease in which they have an ownership interest, shall disclose their status as both owners/landlords and as Realtors® or real estate licensees. *(Amended 1/93)*

- **Standard of Practice 12-7**

Only Realtors® who participated in the transaction as the listing broker or cooperating broker (selling broker) may claim to have “sold” the property. Prior to closing, a cooperating broker may post a “sold” sign only with the consent of the listing broker. *(Amended 1/96)*

- **Standard of Practice 12-8**

The obligation to present a true picture in representations to the public includes information presented, provided, or displayed on Realtors®’ websites. Realtors® shall use reasonable efforts to ensure that information on their

websites is current. When it becomes apparent that information on a Realtor®'s website is no longer current or accurate, Realtors® shall promptly take corrective action. *(Adopted 1/07)*

- **Standard of Practice 12-9**

Realtor® firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of Realtors® and non-member licensees affiliated with a Realtor® firm shall disclose the firm's name and that Realtor®'s or non-member licensee's state(s) of licensure in a reasonable and readily apparent manner. *(Adopted 1/07)*

- **Standard of Practice 12-10**

Realtors®' obligation to present a true picture in their advertising and representations to the public includes Internet content posted, and the URLs and domain names they use, and prohibits Realtors® from:

- 1) engaging in deceptive or unauthorized framing of real estate brokerage websites;
- 2) manipulating (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- 3) deceptively using metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic; or
- 4) presenting content developed by others without either attribution or without permission, or
- 5) to otherwise mislead consumers. *(Adopted 1/07, Amended 1/13)*

- **Standard of Practice 12-11**

Realtors® intending to share or sell consumer information gathered via the Internet shall disclose that possibility in a reasonable and readily apparent manner. *(Adopted 1/07)*

- **Standard of Practice 12-12**

Realtors® shall not:

- 1) use URLs or domain names that present less than a true picture, or
- 2) register URLs or domain names which, if used, would present less than a true picture. *(Adopted 1/08)*

- **Standard of Practice 12-13**

The obligation to present a true picture in advertising, marketing, and representations allows Realtors® to use and display only professional designations, certifications, and other credentials to which they are legitimately entitled. *(Adopted 1/08)*

Duties to Realtors®

Article 15

Realtors® shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. *(Amended 1/12)*

- **Standard of Practice 15-1**

Realtors® shall not knowingly or recklessly file false or unfounded ethics complaints. *(Adopted 1/00)*

- **Standard of Practice 15-2**

The obligation to refrain from making false or misleading statements about other real estate professionals, their businesses, and their business practices includes the duty to not knowingly or recklessly publish, repeat, retransmit,

or republish false or misleading statements made by others. This duty applies whether false or misleading statements are repeated in person, in writing, by technological means (e.g., the Internet), or by any other means. *(Adopted 1/07, Amended 1/12)*

• **Standard of Practice 15-3**

The obligation to refrain from making false or misleading statements about other real estate professionals, their businesses, and their business practices includes the duty to publish a clarification about or to remove statements made by others on electronic media the Realtor® controls once the Realtor® knows the statement is false or misleading. *(Adopted 1/10, Amended 1/12)*

If you feel that a violation has been made, the following steps should be followed:

- 1) The first action is to contact your Broker with the complaint/grievance.
- 2) Should the Broker determine a violation has occurred; the Broker is to contact the Qualifying Broker of the agent that is believed to have violated the guidelines, to include proof of the violation.
- 3) The Qualifying Broker then must take corrective action within 7 working days and provide documentation of the correction to all parties involved.
- 4) If a satisfactory conclusion is not reached that meets Article 12 of the Code of Ethics and/or Article 15 of the Code of Ethics, the broker can then take the violation/offense to the Professional standards committee with all supporting documentation of proof.

DATA LICENSES AND POLICIES

Section 1 Internet Data Exchange (IDX) Policy (Policy Statement 7.58)

The IDX policy gives 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 this policy, "display" includes "delivery" of such listings. Associations of REALTORS® and their multiple listing services must enable MLS participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Requests for IDX feeds/downloads must be acted on by the MLS within five (5) business days from receipt, barring extenuating circumstances related to an individual's qualification for MLS Participation, and review of the participant's and vendor's use of the IDX information consistent with the MLS rules, in which case an estimated time of approval or denial must be issued. *(Amended 05/17)*

For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the Participant and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display, or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer receiving the participant's display will understand the display is the Participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear, conspicuous, written or verbal identification of the name of the brokerage firm under which the participant operates, except as otherwise provided for in this policy (e.g., displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules. *(Amended 05/17)*

To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution. Associations and MLSs can also offer alternative display options including framing of board, MLS, or other publicly-accessible sites displaying participants' listings (with permission of the framed site). For purposes of this policy, "downloading" means electronic transmission of data from MLS servers to participants' servers on a persistent or transient basis, at the discretion of the MLS. The MLS's IDX download must be refreshed to accurately reflect all updates and status changes no less frequently than every twelve (12) hours. *(Amended 5/17)*

***Note:** If "sold" information is not publicly accessible, display of sales price may be prohibited. "Publicly accessible" as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its Participants' IDX displays publicly accessible sold information maintained by the MLS starting January 1, 2012. *(Amended 05/21)*

MLSs that allow persistent downloading of the MLS database by participants for display or distribution on the Internet or by other electronic means may require that participants' websites (1) utilize appropriate security protection, such as firewalls, provided that any security obligations imposed on participants may not be greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of consumer activity on participants' websites and make that information available to the MLS if the MLS has reason to believe that a

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participant's IDX website has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. This policy does not require associations or MLSs to establish publicly accessible sites displaying participants' listings. *(Amended 05/12)*

Unless state law requires prior written consent from listing brokers, listing brokers' consent for IDX display may be presumed unless a listing broker affirmatively notifies the MLS that the listing broker 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 IDX display of that participant's listings, then that participant may not display the aggregated MLS data of other participants on an IDX site.

Alternatively, MLSs may require that participants' consent for IDX display of their listings by other participants be affirmatively established in writing. Even where participants have given blanket authority for other participants' IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. *(Amended 05/12)*

Access to MLS databases, or any part of such databases, may not be provided to any person or entity not expressly authorized such access under the MLS rules. *(Amended 11/09)*

Participants' Internet websites and other authorized display mechanisms may also provide other features, information, or services in addition to IDX information (including Virtual Office Website ["VOW"] functions) which are not subject to this policy. *(Amended 05/12)*

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 listing. *(Amended 5/17)* **M**

Section 18.1 Authorization

Note: Select one of the following two options. **M**

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 through IDX, 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. *(Amended 05/17)*

Section 18.2 Participation

Note: Select one of the following options. Participation in IDX may be limited to MLS participants engaged in real estate brokerage by adopting Option #2. **M**

Participation in IDX is available to all Participants engaged in real estate brokerage who consent to display of their listings by other Participants. *(Amended 11/25)*

Section 18.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 05/12)* **M**

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. *(Amended 05/12)* **M**

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. *(Amended 05/17)* **M**

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), 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. *(Amended 11/21)* **M**

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. *(Amended 11/14)* **M**

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. *(Amended 05/12)* **M**

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. *(Amended 05/12)* **M**

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. *(Adopted 05/12)* **M**

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 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. *(Amended 05/12)* **M**

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. *(Adopted 11/14)* **M**

Section 18.2.11

Participants shall not modify or manipulate information relating to other participants 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. *(Adopted 05/15)* **M**

Section 18.2.12

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.* *(Amended 11/21)* **M**

Section 18.3 Display

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

Note: All of the following rules are optional but, if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.

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., showing instructions, and property security information) may not be displayed. *(Amended 11/21)* **O**

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 05/12)*

Section 18.3.2

Deleted May 2015.

Section 18.3.3

Deleted May 2017; moved to 18.2.12 May 2017.

Section 18.3.4

All listings displayed pursuant to IDX shall identify the listing agent.

Section 18.3.5

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.

Section 18.3.6

Deleted November 2006.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information.* *(Amended 05/17)*

Section 18.3.8

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 the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. * *(Amended 05/17)*

*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 device's application. *(Amended 5/17)*

Section 18.3.9

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. *(Amended 11/17)*

Section 18.3.10

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

Section 18.3.11. Deleted November 2025

Section 18.3.12

Display of expired, and withdrawn listings is prohibited. *(Amended 5/21)*

*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 device's application. *(Amended 05/17)*

Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited. ○

Note: The following Sections 18.3.14 and 18.3.15 may be adopted by MLSs that provide participants with a “persistent” download (i.e., where the MLS database resides on participants’ servers) of the MLS database.

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. *(Amended 05/12)*

Section 18.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. *(Amended 05/12)*

Section 18.3.16

Note: Select one of the following two options.

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant’s logo and contact information is larger than that of any third party. *(Adopted 11/09)*

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. *(Adopted 11/01, Amended 5/05)*

Example Listing Disclaimer:

Listing Disclaimer: The data relating to ValleyMLS on this Web site derives in part from the ValleyMLS.COMs IDX data share program. © 2026 Valley MLS, Inc. All information provided is deemed reliable but is not guaranteed and should be independently verified.

APPROVED IDX DATA FIELDS

RESIDENTIAL

#BdrmsLvl 1 , #BdrmsLvl 2 , Acreage , Address , Address Direction , Address Number , Address Street , AIR CONDITION , Allow 3rd Party Comments? , Appear on Internet , APPLIANCES , APX AGE , Baths: 1/2 , Baths: 3/4 , Baths: Full , Baths: Total , Bedroom2 , BEDROOM2 DESC , Bedroom2 Dim , Bedroom2 Level , Bedroom3 , BEDROOM3 DESC , Bedroom3 Dim , Bedroom3 Level , Bedroom4 , BEDROOM4 DESC , Bedroom4 Dim , Bedroom4 Level , Bedrooms (total #) , Block , Bluff/Brow View , Breakfast , BRKFST ROOM DESC , Brkfst Room Dim , Brkfst Room Level , BUILDERS NAME , City , Class , Closed Date , CONSTRUCTION , County , Dining , DINING ROOM DESC , Dining Room Dim , Dining Room Level , DIRECTIONS , Elementary School , Family , FAMILY ROOM DESC , Family Room Dim , Family Room Level , FENCE , FIREPLACE , Foreclosure , Foyer , FOYER DESC , Foyer Dim , Foyer Level , GARAGE/CARPORT , Geo Address Line , Geo Latitude , Geo Longitude , Geo Postal Code , Geo Subdivision , Geo Zoom Level , HEAT , High School , IDX Include , Intermediate School , Kitchen , KITCHEN DESC , Kitchen Dim , Kitchen Level , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , List Agent License ID , List Date , List Price , Listing Agent , Listing Office , Living , LIVING ROOM DESC , Living Room Dim , Living Room Level , LO1Office Abbreviation , LO1Office License ID , LO1Office Name , LO2Office License ID , Lot Size , MAINTENANCE FEE , Master BR , MASTER BR DESC , MasterBR Dim , MasterBR Level , MediaLink1 , MediaLink2 , MediaLink3 , MediaLink4 , MediaLink5 , Middle School , MLS # , OA Fee \$, OA Terms , OA? , Original Price , OTHER ROOM 1 DESC , OTHER ROOM 2 DESC , OTHER ROOM 3 DESC , OTHER ROOM 4 DESC , OTHER ROOM 5 DESC , OTHER ROOM 6 DESC , OTHER ROOM 7 DESC , OTHER ROOM 8 DESC , Other Room1 Dim , Other Room1 Level , Other Room2 Dim , Other Room2 Level , Other Room3 Dim , Other Room3 Level , Other Room4 Dim , Other Room4 Level , Other Room5 Dim , Other Room5 Level , Other Room6 Dim , Other Room6 Level , Other Room7 Dim , Other Room7 Level , Other Room8 Dim , Other Room8 Level , Other Rooms1 , Other Rooms2 , Other Rooms3 , Other Rooms4 , Other Rooms5 , Other Rooms6 , Other Rooms7 , Other Rooms8 , Other School , OUTDOOR , OWNER ASSOCIATION INCL , Owner Association Name , Photo Count , PhotoTimestamp , Price Date , Public Media/Cust Remarks , Rooms (total #) , SA1Agent First Name , SA1Agent Last Name , Search Price , Selling Agent , Short Sale , SO1Office Abbreviation , SO1Office Name , Sold Price , State , Status , Status Date , STYLE , SUB STRUCTURE , Subdivision , Syndication , SystemID , TAX YEAR BUILT , Tot Fin Sqft Apx , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , Water Property , WATER PROPERTY , Zip

LAND/LOT

Acreage , Address , Address Direction , Address Number , Address Street , Allow 3rd Party Comment? , Appear on Internet , Block , City , Class , Closed Date , County , Deed Restrictions , Directions , ELECTRIC , Elementary School , Farm Animals Allowed , Frontage , GAS , Geo Address Line , Geo Latitude , Geo Longitude , Geo Postal Code , Geo Subdivision , Geo Zoom Level , High School , IDX Include , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , List Agent License ID , List Date , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office License ID , LO1Office Name , Lot , Lot Faces , Lot Size , MediaLink1 , MediaLink2 , MediaLink3 , MediaLink4 , MediaLink5 , Middle School , MLS # , Mobile Home Allowed , Other Restrictions , Other School , Photo Count , PhotoTimestamp , Price Date , Price Per Acre , Public Media/Cust Remarks , SA1Agent First Name , SA1Agent Last Name , Search Price , Selling Agent , SO1Office Abbreviation , SO1Office Name , Sold Price , State , Status , Status Date , Subdivision , Syndication , SystemID , Type , Unit # , Update Date , USE/ZONE , VOW: Allow AVM? , VOW: Display Address , WATER , Water Property , WATER PROPERTY , Zip

MULTI-FAMILY

of Bldgs , # of Cars , # of FP , # of Units , # Parking , #BR Unit 1 , #BR Unit 2 , #BR Unit 3 , #BR Unit 4 , #FB Unit 1 , #FB Unit 2 , #FB Unit 3 , #FB Unit 4 , #PB Unit 1 , #PB Unit 2 , #PB Unit 3 , #PB Unit 4 , #Units Unit 1 , #Units Unit 2 , #Units Unit 3 , #Units Unit 4 , Acreage , Address , Address Direction , Address Number , Address Street , APPLIANCES , Apx Age , Block , City , Class , Closed Date , CONSTRUCTION , COOLING , County , Directions , Elementary School , Foreclosure , Geo Address Line , Geo Latitude , Geo Longitude , Geo Postal Code , Geo Subdivision , Geo Zoom Level , HEATING , High School , IDX Include , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Status , LA1Agent Type , LA1User Code , List Agent License ID , List Date , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office License ID , LO1Office Name , Lot , Lot Size , Middle School , MLS # , Other School , OUTSIDE , Photo Count , PhotoTimestamp , Price Date , Public Media/Cust Remarks , SA1Agent First Name , SA1Agent Last Name , Search Price , Selling Agent , SO1Office Abbreviation , SO1Office Name , Sold Price , State , Status , Status Date , Subdivision , Syndication , SystemID , Tax Year Built , Tot Bldg Sqft , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , WATER , Water_Sewer , Zip

COMM/IND/BUSINESS

Onsite Parking , Acreage , Address , Address Direction , Address Number , Address Street , Appear on Internet , Business Only , City , Class , Closed Date , CONSTRUCTION , COOLING , County , Directions , ELECTRIC , GAS , Geo Latitude , Geo Longitude , Geo Postal Code , Geo Subdivision , Geo Zoom Level , Gross Bldg Sqft , HEATING , IDX Include , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office Name , Lot , Lot Size , MLS # , Office Sqft , Photo Count , PhotoTimestamp , Price Date , Public Media/Cust Remarks , SA1Agent First Name , SA1Agent Last Name , Search Price , Selling Agent , SO1Office Abbreviation , SO1Office Name , Sold Price , State , Status , Subdivision , Syndication , SystemID , Tax Year Built , Type , Unit # , Update Date , VOW: Allow AVM? , VOW: Display Address , WATER , Water & Sewer , Zip , ZONING

RENTAL

#BdrmsLvl 1 , #BdrmsLvl 2 , #BdrmsOthLvl , Address , Address Direction , Address Number , Address Search Number , Address Street , AIR CONDITION , Allow 3rd Party Comments? , APPLIANCES , Baths: 1/2 , Baths: 3/4 , Baths: Full , Baths: Total , Bedroom2 , BEDROOM2 DESC , Bedroom2 Dim , Bedroom2 Level , Bedroom3 , BEDROOM3 DESC , Bedroom3 Dim , Bedroom3 Level , Bedroom4 , BEDROOM4 DESC , Bedroom4 Dim , Bedroom4 Level , Bedrooms (total #) , Block , Bluff/Brow View , Breakfast , BRKFST ROOM DESC , Brkfst Room Dim , Brkfst Room Level , City , City Limits , Class , Commercial , CONSTRUCTION , County , Dining , DINING ROOM DESC , Dining Room Dim , Dining Room Level , Elementary School , Family , FAMILY ROOM DESC , Family Room Dim , Family Room Level , FENCE , FIREPLACE , Foyer , FOYER DESC , Foyer Dim , Foyer Level , GARAGE/CARPORT , Handicap Ext , Handicap Int , HEAT , High School , IDX Include , Intermediate School , Kitchen , KITCHEN DESC , Kitchen Dim , Kitchen Level , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Phone1 Number , LA1User Code , Lease Price , Lease Term , Leased Date , List Agent License ID , List Date , Listing Agent , Listing Office , Living , LIVING ROOM DESC , Living Room Dim , Living Room Level , LO1Office Abbreviation , LO1Office License ID , LO1Office Name , Lot , Master BR , MASTER BR DESC , MasterBR Dim , MasterBR Level , Middle School , MLS # , Occupancy Date , Original Price , OTHER ROOM1 DESC , Other Room1 Dim , Other Room1 Level , OTHER ROOM2 DESC , Other Room2 Dim , Other Room2 Level , OTHER ROOM3 DESC , Other Room3 Dim , Other Room3 Level , OTHER ROOM4 DESC , Other Room4 Dim , Other Room4 Level , OTHER ROOM5 DESC , Other Room5 Dim , Other Room5 Level , OTHER ROOM6 DESC , Other Room6 Dim , Other Room6 Level , OTHER ROOM7 DESC , Other Room7 Dim , Other Room7 Level , OTHER ROOM8 DESC , Other

Room8 Dim , Other Room8 Level , Other Rooms1 , Other Rooms2 , Other Rooms3 , Other Rooms4 , Other Rooms5 , Other Rooms6 , Other Rooms7 , Other Rooms8 , Other School , OWNER PAYS , Pet FEE\$, Photo Count , PhotoTimestamp , Price Date , Public Media/Cust Remarks , Rent , RENT INCLUDES , Rooms (total #) , Search Price , State , Status , Status Date , STYLE , SUB STRUCTURE , Subdivision , SystemID , TO SHOW , Tot Fin Sqft Apx , Type , Unit # , Update Date , VOW: Allow AVM? , VOW: Display Address? , Water Property , WATER PROPERTY , Zip

ACTIVE AGENTS (unless agent has opted out)

ACTIVE OFFICES (unless an office has opted out)

MEDIA RESOURCES

OPEN HOUSE RESOURCES

Misc. Feed Details:

IDX = YES

Status' = Active, Pending and Closed Sales from January 2012 to Present

VIRTUAL OFFICE WEBSITE (VOW) RULES FOR ValleyMLS.COM

Note: Adoption of Sections 19.1 through 19.14 is required.

Section 19.1 Participants Website

- 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 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 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 Right of Participants VOW Display

- 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 Establishing VOW site

- 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:
 - 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 username 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, provide the username and password, or allow the Registrant to establish its own username and password. The Participant must also ensure that any email address is associated with only one username and password.
- b) The Participant must ensure 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 each Registrant's name, email address, username, and current password. 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 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, email address, username, 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:
 - 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 the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
 - A. 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.
 - B. 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: Prominent Display

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: Security Measures

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use 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 VOW – Property Addresses (VOW)

- a. 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. 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 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:
- 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.

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 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 search.

Section 19.7: Third Party Comments (VOW)

- 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 sub Section (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: Accuracy of Data (VOW)

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 2 working days 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: Refresh of Data

A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every 12 hours.

Section 19.10: No Distribution Allowed

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 Listing Information to any person or entity.

Section 19.11: Terms of Use (VOW)

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: Excluded Listings Criteria (VOW)

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: MLS Access to VOW site

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: Accountability of Participant (VOW)

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: Search and Display

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. (6-13)

Section 19.16: Source of Data

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: Reliability of Information

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: Name of Listing Firm Required

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 19.19: Number of Listings limited

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings.

(Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.)

Note: Adoption of Sections 19.20–19.25 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

Section 19.20: Passwords to VOW

A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

Section 19.21: Co-Branding

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.

Section 19.22: Information from other Sources

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 the MLS, to identify the source of the listing.

Section 19.23: Searching other MLS listings

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 be searched separately from listings in the MLS.

Section 19.24: AVPs

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

Section 19.25: Withhold from Listing Display

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 MLS within 2 working days. (11.03.08)

Exhibit A – APPROVED DATA FIELDS FOR (VOW)

RESIDENTIAL

#BdrmsLvl 1 , #BdrmsLvl 2 , #BdrmsOthLvl , 1st Level Sqft , 2nd Level Sqft , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , AIR CONDITION , Allow 3rd Party Comments? , Appear on Internet , APPLIANCES , APX AGE , Basement Sqft , Baths: 1/2 , Baths: 3/4 , Baths: Full , Baths: Total , Bedroom2 , Bedroom3 , Bedroom4 , Bedrooms (total #) , Block , Bluff/Brow View , Breakfast , City , Class , Closed Date , CONSTRUCTION , County , Dining , Elementary School , Family , FARM FENCE , FENCE , FIREPLACE , Foyer , Garage Sqft/Dim , GARAGE/CARPORT , Geo Address Line , Geo Latitude , Geo Longitude , Geo Subdivision , Handicap Ext , Handicap Int , HEAT , High School , IDX Include , Intermediate School , Kitchen , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , LAND OPTIONS , List Date , List Price , Listing Agent , Listing Office , Living , LO1Office Abbreviation , LO1Office Identifier , Lot , Lot Size , MAINTENANCE FEE , Master BR , MediaLink1 , MediaLink2 , MediaLink3 , MediaLink4 , MediaLink5 , Middle School , Municipality , OA Fee \$, OA Terms , OA? , Other School , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , Rooms (total #) , SA1Agent First Name , SA1Agent Last Name , Selling Agent , Sold Price , Sold Terms , State , Status , Status Date , STYLE , Subdivision , Syndication , SystemID , THIRD PARTY CERTIFICATION , Tot Fin Sqft Apx , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , Water Property , WATER PROPERTY , WATER/SEWER , Whirlpool , Zip

LAND/LOT

ACCESS , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Advertising Remarks , Allow 3rd Party Comment? , Appear on Internet , Block , City , City Limits , Class , Closed Date , County , Deed Restrictions , ELECTRIC , Elementary School , Farm Animals Allowed , Frontage , GAS , Geo Latitude , Geo Longitude , High School , IDX Include , Intermediate School , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , Land Use (Present) , LAND/LOT , List Date , List Price , Listing Agent , Listing Office , LO1Office Identifier , LO1Office Name , LO1Office Phone1 Number , LO1Office Type , Lot , Lot Faces , Lot Size , Middle School , Mobile Home Allowed , Other School , Pasture Acres , Photo Count , Public Media/Cust Remarks , SA1Agent First Name , SA1Agent Last Name , Selling Agent , Selling Office , SEWER , Sold Price , State , Status , Status Category , Status Date , Subdivision , Syndication , SystemID , Tillable Acres , Type , Unit # , Update Date , VOW: Allow AVM? , VOW: Display Address , WATER , Water Property , WATER PROPERTY , Wooded Acres , Zip

MULTI-FAMILY

of Bldgs , # of Cars , # of FP , # of Units , # Parking , #BR Unit 1 , #BR Unit 2 , #BR Unit 3 , #BR Unit 4 , #FB Unit 1 , #FB Unit 2 , #FB Unit 3 , #FB Unit 4 , #PB Unit 1 , #PB Unit 2 , #PB Unit 3 , #PB Unit 4 , #Units Unit 1 , #Units Unit 2 , #Units Unit 3 , #Units Unit 4 , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Advertising Remarks , Allow 3rd Party Comments? , Appear on Internet , APPLIANCES , Apx Age , Block , City , Class , Closed Date , CONSTRUCTION , COOLING , County , Elementary School , ENERGY FEATURES , GAS , Gas_Elec , Geo Latitude , Geo Longitude , Handicap Ext , Handicap Int , HEATING , High School , IDX Include , INSIDE , Intermediate School , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Type , LA1User Code , List Date , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office Identifier , Lot , Lot Size , Municipality , Other School , OUTSIDE , PARKING , Photo Count , Public Media/Cust Remarks , SA1Agent First Name , SA1Agent Last Name , Selling Agent , Sold Price , State , Status , Status Date , Subdivision , SystemID , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , Waste Removal , WATER , Water_Sewer , Zip

COMM/IND/BUSINESS

Docks , # of Buildings , # of Restrooms , # Onsite Parking , ACCESS ROAD , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Advertising Remarks , Allow 3rd Party Comments? , Annual Taxes , Appear on Internet , Apx Age , BASEMENT , Bay Size , Block , Business Name , Business Only , Ceiling Hgt , City , City Limits , Class , Closed Date , CONSTRUCTION , COOLING , County , CURRENT USE , Directions , EASEMENT , ELECTRIC , Equipment , Fixture , FLOOR , Floor Loading , FOUNDATION , GAS , Gas & Elec , Geo Latitude , Geo Longitude , Gross Bldg Sqft , Handicap Ext , Handicap Int , HEATING , IDX Include , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , Lease Inc , Lease Only , Lease_Finance , LEVELS , List

Date , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office Name , Lot , Lot Size , Municipality , OTHER FEATURES , OUTSIDE , PARKING , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , ROADFRONT , ROOF , ROOMS , SA1Agent First Name , SA1Agent Last Name , Selling Agent , SEWER , Sold Price , Sold Terms , Sprinkler System , State , Status , Status Date , Subdivision , SystemID , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , Warehouse Sqft , WATER , Water & Sewer , Zip

RENTAL

#BdrmsLvl 1 , #BdrmsLvl 2 , #BdrmsOthLvl , Address , Address Direction , Address Number , Address Search Number , Address Street , AIR CONDITION , Allow 3rd Party Comments? , APPLIANCES , Baths: 1/2 , Baths: 3/4 , Baths: Full , Baths: Total , Bedroom2 , BEDROOM2 DESC , Bedroom2 Dim , Bedroom2 Level , Bedroom3 , BEDROOM3 DESC , Bedroom3 Dim , Bedroom3 Level , Bedroom4 , BEDROOM4 DESC , Bedroom4 Dim , Bedroom4 Level , Bedrooms (total #) , Block , Bluff/Brow View , Breakfast , BRKFST ROOM DESC , Brkfst Room Dim , Brkfst Room Level , City , City Limits , Class , Commercial , CONSTRUCTION , County , Dining , DINING ROOM DESC , Dining Room Dim , Dining Room Level , Elementary School , Family , FAMILY ROOM DESC , Family Room Dim , Family Room Level , FENCE , FIREPLACE , Foyer , FOYER DESC , Foyer Dim , Foyer Level , GARAGE/CARPORT , Handicap Ext , Handicap Int , HEAT , High School , IDX Include , Intermediate School , Kitchen , KITCHEN DESC , Kitchen Dim , Kitchen Level , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Phone1 Number , LA1User Code , Lease Price , Lease Term , Listing Agent , Listing Office , Living , LIVING ROOM DESC , Living Room Dim , Living Room Level , LO1Office Abbreviation , LO1Office Name , Lot , Master BR , MASTER BR DESC , MasterBR Dim , MasterBR Level , Middle School , Occupancy Date , Original Price , OTHER ROOM1 DESC , Other Room1 Dim , Other Room1 Level , OTHER ROOM2 DESC , Other Room2 Dim , Other Room2 Level , OTHER ROOM3 DESC , Other Room3 Dim , Other Room3 Level , OTHER ROOM4 DESC , Other Room4 Dim , Other Room4 Level , OTHER ROOM5 DESC , Other Room5 Dim , Other Room5 Level , OTHER ROOM6 DESC , Other Room6 Dim , Other Room6 Level , OTHER ROOM7 DESC , Other Room7 Dim , Other Room7 Level , OTHER ROOM8 DESC , Other Room8 Dim , Other Room8 Level , Other Rooms1 , Other Rooms2 , Other Rooms3 , Other Rooms4 , Other Rooms5 , Other Rooms6 , Other Rooms7 , Other Rooms8 , Other School , OWNER PAYS , Pet FEE\$, Photo Count , PhotoTimestamp , Price Date , Public Media/Cust Remarks , Rent , RENT INCLUDES , Rooms (total #) , Search Price , State , Status , Status Date , STYLE , SUB STRUCTURE , Subdivision , SystemID , TO SHOW , Type , Update Date , VOW: Allow AVM? , VOW: Display Address? , Water Property , WATER PROPERTY , Zip

ACTIVE AGENTS (unless agent has opted out)

ACTIVE OFFICES (unless an office has opted out)

MEDIA RESOURCES

OPEN HOUSE RESOURCES

Firm AVM Data Use Requirements

This policy governs any use of the ValleyMLSData licensed under this Agreement for use in Firm AVMs.

B.1. Firm may provide Firm Valuation services to Registrants with whom Firm establishes a broker-customer or broker-client relationship, if such a relationship is required and defined by state law; including completion of all actions required by state law in connection with providing real estate brokerage services to 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 necessary for performing Valuation services, and Consultant may facilitate such actions where permitted by state law. Where state law does not require the establishment of a broker-customer or broker-client relationship for providing Firm Valuation services, the transaction must still occur between the Firm and Registrant, but may be facilitated by Consultant.

B.2. Registrants may include financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owed to owners of mortgage backed securities, Government Sponsored Entities (GSEs), or such other businesses or institutions having an interest in automated reports on property valuation or market conditions.

B.3. Firm, or Consultant on behalf of Firm where permitted by state law, must obtain the name of and a valid e-mail address for each Registrant that is an individual and the name of and a valid email address for each authorized user if the Registrant is an entity. Each Registrant must agree to the terms of use described in Section B.4 of this Exhibit or substantially similar terms of use. Firm must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use. Firm may utilize Consultant's technology platform to facilitate and fulfill its obligations under Sections B.3, and B.4, and B.5.

B.4. Firm, or Consultant on behalf of Firm where permitted by state law, shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement or other form of written contract that provides at least the following:

B.4.1: that Registrant acknowledges entering into a lawful consumer-broker relationship with Firm, if such a relationship is required by state law, or that Registrant acknowledges purchasing the Firm Valuation from Firm, if a consumer-broker relationship is not required by state law.

B.3.3: that RegistrantB.4.2: that all information obtained by Registrant from Firm Valuation is intended only for Registrant's business purposes related to (1) mortgage loan foreclosure or default risk assessment, or the review of the quality or accuracy of real estate appraisals or other valuations (2) use in evaluating or engaging in a potential financing or other transaction relating to the subject property, (3) distribution to an actual or potential borrower of funds the repayment of which is secured by a mortgage lien on the subject property, or to the borrower's financial or legal advisors, (4) the purchase or sale of mortgage servicing rights, (5) the purchase or sale of performing, re-performing or non-performing loans, or (6) the purchase, sale or rental of properties whether property is intended to be used as a residence or for investment and whether the purchaser or seller is an individual or institution.

B.4.3: except as provided in Section B.4.2, that Firm Valuations may not be used for any other purposes, including display on publicly accessible websites, and that Registrant shall not resell Firm Valuation and will not copy, redistribute, or retransmit or otherwise use any of the ValleyMLSData provided in Firm Valuation.

B.4.4: that Registrant acknowledges, as between the parties, ValleyMLS.COM's ownership of and the validity of the ValleyMLS.COM's copyright in the ValleyMLSData.

B.5. The terms-of-use agreement described in Section B.4 shall also expressly authorize ValleyMLS and other Participants or their duly authorized representatives to access and review the form used by Firm for any Firm Valuation for the purposes of verifying compliance with ValleyMLSPolicies and monitoring use of Participants' listings by the Firm Valuation. To the extent that Registrant breaches the terms-of-use agreement described in Section B.4,

Firm and Consultant shall be liable to ValleyMLSas if Firm or Consultant had breached the terms-of-use agreement itself. The agreement may also include such other provisions as may be agreed to between Firm and Registrant.

B.6. Firm may utilize Consultant's technology platform and services to facilitate the fulfillment of Firm Valuations services to Registrants, subject to and as permitted by state law.

B.7. Firm's right to use ValleyMLS Data in any Firm Valuation is subject to the applicable office of Firm being a Participant in ValleyMLS.COM. In other words, an office of Firm that is not a Participant of ValleyMLS may not use ValleyMLS Data in any Valuation provided to any third party.

B.8. Firm must protect the ValleyMLS Data from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the ValleyMLS Data and Valuations.

B.9. Firm must make a copy of any type of Firm Valuation sold by Firm available to ValleyMLS for purposes of verifying compliance with this Agreement and ValleyMLS Policies.

B.10. ValleyMLS shall exclude from the Data Interface all "User Confidential Data." "User Confidential Data" consists of those portions of ValleyMLS Data that Participants are prohibited from providing to customers orally and by all other delivery mechanisms. In the event that ValleyMLS includes User Confidential Data in the Data Interface, Firm and Consultant shall ensure that it is not disclosed to Registrants or any other third party.

B.11. Firm shall maintain an audit trail of Firm's delivery to Registrant of all Firm Valuations and make that information available to ValleyMLS if ValleyMLS has reason to believe that any Registrant has caused or permitted a breach of the terms of use or comparable agreement.

B.12. Firm shall cause to be placed on any Firm Valuation or terms of use a notice indicating that the ValleyMLS Data displayed on the Firm Valuation is not guaranteed accurate by the ValleyMLS or other Participants.

B.13. In any display of ValleyMLS Data to any Registrant, Firm shall display the copyright notice of ValleyMLS or substantially similar. The copyright notice should take one of the following forms: "Copyright 20XX ValleyMLS.Com." or "© 20XX ValleyMLS.Com." Firm shall replace "20XX" with the current year as of January 1 each year.

DATA FEED FIELDS FOR FIRM AVM AND BACK-OFFICE DATA LICENSE

RESIDENTIAL

#BdrmsLvl 1 , #BdrmsLvl 2 , #BdrmsOthLvl , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Agent Report Remarks , AIR CONDITION , Appear on Internet , APPLIANCES , APX AGE , Basement Sqft , Baths: 1/2 , Baths: 3/4 , Baths: Full , Baths: Total , Bedroom2 , BEDROOM2 DESC , Bedroom2 Dim , Bedroom2 Level , Bedroom3 , BEDROOM3 DESC , Bedroom3 Dim , Bedroom3 Level , Bedroom4 , BEDROOM4 DESC , Bedroom4 Dim , Bedroom4 Level , Bedrooms (total #) , Breakfast , BRKFST ROOM DESC , Brkfst Room Dim , Brkfst Room Level , City , Class , Closed Date , Co-Listing Agent , Co-Listing Office , CONSTRUCTION , County , Dining , DINING ROOM DESC , Dining Room Dim , Dining Room Level , DIRECTIONS , DOM , Elementary School , Family , FAMILY ROOM DESC , Family Room Dim , Family Room Level , FENCE , FIREPLACE , Foreclosure , Foyer , FOYER DESC , Foyer Dim , Foyer Level , GARAGE/CARPORT , Geo Latitude , Geo Longitude , HEAT , High School , IDX Include , Kitchen , KITCHEN DESC , Kitchen Dim , Kitchen Level , LA1Agent Email , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Status , LA1Agent Type , LA1User Code , LEASE PROPERTY Y/N , List Date , List Price , Listing Agent , Listing Office , Living , LIVING ROOM DESC , Living Room Dim , Living Room Level , LO1Office Abbreviation , LO1Office Identifier , LO1Office Type , LO2Main Office ID , Lot , Lot Size , Master BR , MASTER BR DESC , MasterBR Dim , MasterBR Level , Middle School , MLS # , OA? , Original Price , OTHER ROOM 1 DESC , OTHER ROOM 2 DESC , OTHER ROOM 3 DESC , OTHER ROOM 4 DESC , OTHER ROOM 5 DESC , OTHER ROOM 6 DESC , OTHER ROOM 7 DESC , OTHER ROOM 8 DESC , Other Room1 Dim , Other Room1 Level , Other Room2 Dim , Other Room2 Level , Other Room3 Dim , Other Room3 Level , Other Room4 Dim , Other Room4 Level , Other Room5 Dim , Other Room5 Level , Other Room6 Dim , Other Room6 Level , Other Room7 Dim , Other Room7 Level , Other Room8 Dim , Other Room8 Level , Other Rooms1 , Other Rooms2 , Other Rooms3 , Other Rooms4 , Other Rooms5 , Other Rooms6 , Other Rooms7 , Other Rooms8 , Other School , OUTDOOR , OWNER ASSOCIATION INCL , Owner Association Name , PARCEL # , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , Rooms (total #) , SA1Agent First Name , SA1Agent Last Name , Search Price , Selling Agent , Selling Office , Short Sale , Sold Price , State , Status , Status Date , STYLE , SUB STRUCTURE , Subdivision , Syndication , SystemID , TO SHOW , Tot Fin Sqft Apx , Type , Unit # , Update Date , Virtual Tour , VOW: Display Address , Water Property , Zip

LAND/LOT

Acreage , Address Direction , Address Number , Address Search Number , Address Street , City , Class , Closed Date , County , Deed Restrictions , DOM , Elementary School , Foreclosure , Frontage , Geo Latitude , Geo Longitude , High School , IDX Include , LA1Agent Email , LA1Agent First Name , LA1Agent Last Name , LA1Agent Status , LA1Agent Type , LA1User Code , List Date , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office Identifier , LO1Office Type , Lot , Lot Size , Middle School , MLS # , Mobile Home Allowed , Other School , PARCEL # , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , SA1Agent First Name , SA1Agent Last Name , Search Price , Selling Agent , Selling Office , SEWER , Short Sale , Sold Price , State , Status , Status Date , Subdivision , Syndication , SystemID , Type , Unit # , Update Date , Virtual Tour , VOW: Display Address , WATER , Water Property , WATER PROPERTY , Zip

MULTI-FAMILY

of Bldgs , # of Cars , # of FP , # of Units , # Parking , #BR Unit 1 , #BR Unit 2 , #BR Unit 3 , #BR Unit 4 , #FB Unit 1 , #FB Unit 2 , #FB Unit 3 , #FB Unit 4 , #PB Unit 1 , #PB Unit 2 , #PB Unit 3 , #PB Unit 4 , #Units Unit 1 , #Units Unit 2 , #Units Unit 3 , #Units Unit 4 , Acreage , Address , Address Number , Address Street , Appear on Internet , APPLIANCES , City , Class , Closed Date , CONSTRUCTION , COOLING , County , Directions , Elementary School , Foreclosure , HEATING , High School , IDX Include , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1Agent Status , LA1Agent Type , LA1User Code , List Date , List Price , Listing Agent , Listing Office , LO1Office Identifier , LO1Office Name , Lot , Lot Size , Middle School , MLS # , Occ , OUTSIDE , Photo Count , PhotoTimestamp , Price Date , Public Media/Cust Remarks , Search Price , Sold Price , State , Status , Status Date , Subdivision , Syndication , SystemID , Tax Year Built , Tot Bldg Sqft , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , WATER , Water_Sewer , Zip

COMM/IND/BUSS

Onsite Parking , Acreage , Address , Address Direction , Address Number , Address Search Number , Address Street , Allow 3rd Party Comments? , Appear on Internet , Bay Size , Block , Business Only , City , Class , CONSTRUCTION , COOLING , GAS , Gas & Elec , Gross Bldg Sqft , HEATING , IDX Include , LA1Agent Email , LA1Agent First Name , LA1Agent Last Name , LA1Agent Logon Name , LA1User Code , Lease Inc , Lease Only , List Price , Listing Agent , Listing Office , LO1Office Abbreviation , LO1Office Identifier , MLS # , Office Sqft , PARKING , Photo Count , PhotoTimestamp , Public Media/Cust Remarks , State , Status , Status Date , Subdivision , Syndication , SystemID , Tax Year Built , Type , Unit # , Update Date , Virtual Tour , VOW: Allow AVM? , VOW: Display Address , WATER , Water & Sewer , Zip

Active Agents

Active Offices