Bright MLS Policy on Digital Display

This policy describes the requirements for digital display of Bright listing information on any website or app, using any Bright-supplied data feed.

Bright supplies listing information for display in three forms: (1) an Internet Data Exchange (IDX) data feed, (2) a Virtual Office Website (VOW) data feed, and (3) a publicly accessible website or app feed. All three are available only to companies actively engaged in marketing residential real estate on behalf of home sellers.

***Display Data Feed – The following rules apply to <u>all</u> sites and apps* that permit the public to search and view listing information:**

1. All sites and apps displaying Bright data must enable Bright's usage tracking service. Contact Bright for more information about how to enable this feature.
2. Each listing-detail page must enable a reasonable real estate consumer to understand: (a) who is the listing agent/broker (based on the information provided in Bright's data feed); (b) how to contact the listing agent/broker (based on the information provided in Bright's data feed); and (c) who is the advertising broker who controls the advertisement.
3. Each data licensee must <u>not</u> knowingly:
    a. Encourage or facilitate Bright subscribers to violate Bright's requirements for its subscribers, including the requirements for subscribers to enter listing information into the MLS and to cooperate with other subscribers on behalf of their respective clients.
    b. Obtain from another source the same information supplied by Bright, except for purposes of the site/app-operating broker's own listings.
    c. Use the data provided by Bright to test, research, or develop new software programs, apps, or other products or services.
    d. Share the data provided by Bright with any third party other than for purposes of facilitating the operation of the licensee's site or app.
4. Any content added to a property's information (e.g., photos, videos, descriptive information about a neighborhood or home) must promptly be removed at a listing broker's request.
5. For sites/apps operated by companies actively engaged in the residential real estate business but are not eligible for IDX/VOW feeds as a Bright Subscriber, a separate license agreement must be signed with Bright.
6. All sites and apps displaying Bright data may not create, facilitate, or support any non-MLS mechanism for Bright subscribers, sellers, or landlords to make offers of compensation to buyer/tenant brokers or other buyer/tenant representatives, outside of the negotiations of a purchase/lease agreement or if only included on the broker's own listings on their own website.

<u>INTERNET DATA EXCHANGE (IDX)</u>

IDX affords MLS *Brokers* the ability to authorize limited electronic display and delivery of their *listings* by other *Brokers* via the following authorized mediums under the *Broker's* control: websites, mobile apps, and audio devices. As used throughout this policy, "display" includes "delivery" of *listings*. The database maintaining the *IDX* data is copyrighted by Bright.

Section 1

The *Listing Broker's* consent for display of their *listings* by other *Brokers for real estate brokerage purposes is* pursuant to Bright's Rules is presumed unless precluded by law or unless a *Listing Broker*

affirmatively notifies Bright that the *Listing Broker* refuses to permit the display on either a blanket or a listing-by-listing basis.

*Listing Broker*s that refuse to permit other *Brokers* to display their listing information on a blanket basis may not download, frame or display the aggregated listing data of other *Brokers*. Even where *Brokers* have given blanket authority for other *Brokers* to display their *listings* on *IDX* sites, such consent may be withdrawn on a listing-by-listing basis where the *Seller* has prohibited all Internet display or other electronic forms of display or distribution.

Section 2

Participation in *IDX* is available to all *Brokers* engaged in real estate brokerage who consent to display of their *listings* by other *Brokers*.

a. *Brokers* must notify the MLS of their intention to display *IDX* information, and must give the MLS direct access for purposes of monitoring and ensuring compliance with applicable rules and policies.

b. *Brokers* may authorize their affiliated *Licensees* to participate in *IDX* using separate URLs by filling out a broker authorization form, available on the website. *Licensees* affiliated with a *Broker* may display information available through *IDX* subject to:

i. their *Broker's* consent and control, and

ii. the requirements of all applicable state law and/or regulation, and Bright Rules and this policy.

Such a *Licensee*, upon acceptance by Bright of a broker authorization form (available from Bright) to display content obtained from Bright's *IDX Database* shall be considered an *IDX Subscriber*.

c. Sharing of the *IDX* data (or any portion thereof) with any third party not authorized by Bright is prohibited. Bright requires a licensing agreement (provided by Bright) between Bright and any third-party vendor who hosts or maintains an *IDX* website or who hosts, maintains, or downloads the Bright *IDX* data (or any portion thereof).

Section 3

Brokers and Licensees may not use *IDX*-provided *listings* for any purpose other than display and as provided in Bright's Rules and this policy.

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

b. *Brokers* may use *IDX* data to create or have created by a third-party an automated estimate of the market value of a *listing* to be displayed by the *Broker or their Licensee* on their *IDX* web site in immediate conjunction with the *listing*.

c. *Brokers and Licensees* are not required to prevent, and are permitted to enable, indexing of displayed *IDX listings* by search engines.

d. *Listings,* including property addresses, are included in *IDX* data 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 *VOW*s) or other electronic forms of display or distribution.

e. *Brokers and Licensees* must refresh all MLS downloads and *IDX* displays automatically fed by those download at least once every twelve hours.

f. Any *IDX* display may appear only on a site controlled by an *Broker* or *Licensee* and 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.

g. Any *IDX* display controlled by a *Broker* or *Licensee* or that

i. allows third-parties to write comments or reviews about particular *listings* or displays a hyperlink to such comments or reviews in immediate conjunction with particular *listings*, or

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

shall disable or discontinue either or both of those features for the *Seller*'s *listings* at the request of the *Seller*. The listing *Broker* or *Licensee* shall communicate to Bright that the *Seller* has elected to have one or both of these features disabled or discontinued on all displays controlled by *Broker*, and Bright will provide that information to each *Broker and Licensee* operating an *IDX* display. Except for the foregoing, and subject to Section 2(i), a *Broker's or Licensee's IDX* display may communicate the *Broker's or Licensee's* professional judgment concerning any listing. Nothing shall prevent an *IDX* display from notifying customers that a particular feature has been disabled at the request of the *Seller*.

h. *Brokers and Licensees* 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 *Broker or Licensee* beyond that supplied by the MLS and that relates to a specific property. *Brokers and Licensees* 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 *Subscriber* for the property explaining why the data or information is false. However, *Brokers and Licensees* shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

i. All *listings* displayed pursuant to *IDX* shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (thumbnails, text messages, tweets, etc. of 200 characters or less) are exempt from the requirement only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

j. Bright uses (directly and through a third party) monitoring codes, trackers, and other software (the "*Monitoring Code*") to compile statistics about internet activity and site visits, and to monitor compliance with Bright's policies. Use of the *Listing Content* under this policy is conditioned upon enabling the Monitoring Code on all digital displays and applications in the manner directed in writing by Bright within 60 days of Bright's written instruction (or sooner, as reasonably may be directed by Bright).

Section 4

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

a. *Listings* displayed pursuant to *IDX* shall contain only those fields of data designated by Bright. Display of all other fields (as determined by Bright) is prohibited. Confidential fields intended only for other MLS *Brokers and Licensees* (e.g., showing instructions, property security information, etc.) may not be displayed on *IDX* sites.

b. *Brokers and Licensees* shall not modify or manipulate the data relating to another *Broker's listings*.

c. *Brokers and Licensees* may limit the subset of *IDX listings* they choose to display based only on objective criteria that does not violate the Bright Rules or the NAR Code of Ethics and is not based on an agreement with another *Listing Broker*. The selection of *listings* that may be displayed through *IDX* must be independently made by each *Broker or Licensee*.

d. Any search result identifying another *Broker's* listing which only displays seven or fewer data fields and which does not provide for the display of photos (when available) must display either the listing company's or firm's name or the Bright-approved *IDX* icon. All other search results displaying another

Broker's listing must bear the listing company's or firm's name and may (but is not required to) display the Bright- approved *IDX* icon.

e. If the name(s) of any affiliated licensee(s) is/are co-branded with the name of the brokerage firm or company, the display of such co-branding must conform with the regulatory requirements of all states for which the *Broker* chooses to display Bright *IDX* properties.

Exception: In the event of a mutually exclusive conflict between the regulatory requirements of states for which *Broker* chooses to display properties, *Broker* must display Bright *IDX Database* properties located in such states on separate pages or windows of the web site branded to conform with such states regulatory requirements.

f. On websites, print outs, or e-mails which display Bright *IDX* content, the following notifications, explanations and/or disclosures must appear legibly, either on 1) the website home page, or 2) every website page used to search for Bright *IDX* content, or 3) if not on pages of the website as described in 1 or 2, then on all website pages which display Bright *IDX* content:

i. An explanation of the nature of the *IDX* program

ii. A disclosure that Bright is the source (or a source) of the *IDX* content on the website

iii. A notification that the property information being provided on or through the website is for the personal, non-commercial use of consumers and such information may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing

iv. A notification that some properties which appear for sale on the website may no longer be available because they are for instance, under contract, sold or are no longer being offered for sale.

v. A Bright copyright notification using the following wording: "©<current year> Bright, All Rights Reserved" or "Copyright <current year> Bright, All Rights Reserved"

vi. A disclosure that the property information displayed is deemed reliable but is not guaranteed.

g. Websites displaying listing content obtained through the Bright *IDX* data feed may not use the term "MLS" or the words "Multiple" (or "Multi") "Listing" (or "List") "Service" (or "System") together or in any combination in a website address (URL) or website name in a manner that would lead a reasonable consumer to believe the website is a multiple listing service or provides access for consumers to a multiple listing service. In addition, nowhere on a website that displays *listings* obtained through the Bright *IDX* program may there be any assertion, reference, indication or suggestion that "the MLS", "the Multiple Listing Service", "the Multiple Listing System", "Bright", "the Bright Multiple Listing Service" or "the Bright Multiple Listing System" can or is being searched or viewed.

h. Displays may be augmented with property information from other sources to appear on the same search results and in the same listing-detail display, with the source(s) of the information clearly identified in the search results and on the listing-details page, in immediate proximity to the information. For property information obtained from Bright, each must state "Property Information from Bright MLS".

Virtual Office Website (VOW) Display Rules

VIRTUAL OFFICE WEBSITE (VOW)

Section 1

a. A Virtual Office Website ("VOW") is a *Broker's* Internet website, or a feature of a *Broker's* website, through which the *Broker* is capable of providing real estate brokerage services to consumers with whom the *Broker* 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 *Broker's* oversight,

supervision, and accountability. A non-principal broker or licensee affiliated with a *Broker* may, with their *Broker's* consent, operate a VOW. Any VOW of a non-principal broker or licensee is subject to the *Broker's* oversight, supervision, and accountability.

b. As used in Section 1 of these Rules, the term *"Broker"* includes a *Broker's* affiliated non-principal brokers and licensees – except when the term is used in the phrases "*Broker's* consent" and "*Broker's* oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a *Broker*, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a *Broker*.

c. "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a *Broker* to operate a VOW on behalf of the *Broker*, subject to the *Broker'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 *Broker*. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more *Brokers*. Access by an AVP to MLS Listing Information is derivative of the rights of the *Broker* on whose behalf the AVP operates a VOW.

d. As used in Section 1 of these Rules, the term "MLS Listing Information" refers to *active* listing information and sold data provided by *Brokers* to the MLS and aggregated and distributed by Bright to *Brokers*.

Section 2

a. The right of a *Broker's* VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the *Broker* has participatory rights. However, a *Broker* 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 *Broker's* VOW, including any VOW operated on behalf of a *Broker* 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 *Broker* need not obtain separate permission from other MLS Participants whose *listings* will be displayed on the *Broker's* VOW.

Section 3

a. Before permitting any consumer to search for or retrieve any MLS Listing Information, the *Broker* must take each of the following steps:

i. The *Broker* 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 *Broker* must obtain the name of, and a valid email address for, each Registrant. The *Broker* 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 *Broker* 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 *Broker* must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The *Broker* may, at their option, supply the user name and password or may allow the Registrant to establish its user name and password. The *Broker* must also assure that any email address is associated with only one user name and password.

b. The *Broker* must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The *Broker* must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The *Broker* must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

c. If Bright has reason to believe that a *Broker's* VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the *Broker* shall, upon request of Bright, provide the name, email address, user name, and current password, of any Registrant suspected of

involvement in the breach or violation. The *Broker* shall also, if requested by Bright, provide an audit trail of activity by any such Registrant.

d. The *Broker* 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 *Broker;*
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.

e. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the *Broker*. Any agreement entered into at any time between the *Broker* and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the *Broker* must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

f. The Terms of Use Agreement shall also expressly authorize Bright, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with Bright rules and monitoring display of *Brokers' listings* by the *VOW*. The Agreement may also include such other provisions as may be agreed to between the *Broker* and the Registrant.

g. Bright uses (directly and through a third party) monitoring codes, trackers, and other software (the "*Monitoring Code*") to compile statistics about internet activity and site visits, and to monitor compliance with Bright's policies. Use of the *Listing Content* under this policy is conditioned upon enabling the Monitoring Code on all digital displays and applications in the manner directed in writing by Bright within 60 days of Bright's written instruction (or sooner, as reasonably may be directed by Bright).

Section 4

A *Broker'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 *Broker* to ask questions, or get more information, about any property displayed on the VOW. The *Broker*, or a non-principal broker or licensee licensed with the *Broker*, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that *Broker* and displayed on the VOW.

Section 5

A *Broker's* VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A *Broker'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.

Section 6

a. A Broker'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 Broker 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. The Broke*r* shall retain such documentation/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.

Section 7

a. Subject to subsection (b), a *Broker'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 *Broker* shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the Seller. The listing broker or agent shall communicate to Bright that the Seller has elected to have one or both of these features disabled or discontinued on all *Brokers'* websites. Subject to the foregoing and to Section 8, a *Broker's* VOW may communicate the *Broker's* professional judgment concerning any listing. A *Broker's* VOW may notify its customers that a particular feature has been disabled "at the request of the Seller."

Section 8

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

Section 9

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

Section 10

Except as provided in Bright's Rules and this policy, a *Broker* may not use a VOW data feed from Bright for any other purpose.

Section 11

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

Section 12

A *Broker's* VOW may exclude *listings* from display based only on objective criteria.

Section 13

A *Broker* who intends to operate a VOW to display MLS Listing Information must notify Bright of its intention to establish a VOW and must make the VOW readily accessible to the Bright and to all MLS *Brokers* for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 14

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

Section 15

A *Broker* 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 *Broker* 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 16

A *Broker* shall cause to be placed on their VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by Bright. A *Broker's* VOW may include other appropriate disclaimers necessary to protect the *Broker* and/or Bright from liability.

Section 17

A *Broker* shall limit the number of *listings* that a Registrant may view, retrieve, or download to not more than 500 current *listings* and not more than 500 sold *listings* in response to any inquiry.

Section 18

A *Broker* shall cause every listing displayed on their 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

A *Broker* shall cause every listing displayed on their VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched and displayed separately from *listings* in the MLS.

Section 20

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