

IDX BUSINESS RULES

I. INTRODUCTION TO IDX – ITS PURPOSE AND DEFINITION:

Brokers cannot advertise other Brokers' listings without each Broker's approval. Internet Data Exchange (IDX) affords each Broker the option of authorizing 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 these Rules, "display" includes "delivery" of each listing. IDX is made up of three components: (1) The IDX Data, (2) The IDX Business Rules, and (3) A means to determine whose MLS listings to include in the IDX Data. This is accomplished by allowing Brokers to "opt out" of IDX if they choose not to participate (*see IDX Non-Participant*).

IDX Business Rules specify, among other things, requirements on how to "treat" other brokers' listings. These rules have been adopted by the MLS Board of Directors for implementation of IDX in the Roanoke Valley.

II. GLOSSARY OF TERMS: (for the purpose of this document)

- **IDX:** See *Introduction to IDX – Its Purpose and Definition*
- **Broker:** A member of the Multiple Listing Service of Roanoke Valley who is a principal broker
- **IDX Broker:** A Broker who is an IDX participant (has not "opted out")
- **IDX Electronic Display:** An IDX-enhanced electronic display operated by an IDX Broker or IDX Agent
- **Agent:** A REALTOR® working for an IDX Broker
- **Agent IDX:** Agent IDX is IDX made available to Agents of an IDX Broker (an IDX Agent) with that Broker's permission, subject to the requirements stated in Section IV.A.4 below. Each IDX Broker is responsible to ensure IDX Agent compliance with the IDX Business Rules.
- **Broker IDX:** Broker IDX is IDX made available to all IDX Brokers for the limited electronic display and delivery of IDX Listings.
- **IDX Agent:** An Agent of an IDX Broker who is authorized to employ Agent IDX
- **IDX Developer:** A third-party developer/vendor/subcontractor ("developer") who is in agreement with the Authorized Use of IDX section of the IDX Business Rules, and has electronically completed all required agreements and accepted all terms of use of MLS data as an IDX Developer for an MLS Broker/Agent through the Spark platform.
- **IDX Data:** Any data contained in the IDX database(s), whether listing data or otherwise
- **Raw IDX Data:** Data files provided by the Roanoke MLS for the purpose of supporting Broker IDX and Agent IDX
- **IDX Visitor:** Anyone who views an IDX electronic display
- **IDX Listings:** MLS listings listed by IDX Brokers that meet the following criteria:
 - ✓ Listing Type = Exclusive Right to Represent Seller
 - ✓ Listing Type = Exclusive Agency listings
 - ✓ On-Market Listings (including Pendings)
 - ✓ Seller Web Authorization permits the display of listing on IDX electronic display or delivery mechanism.

NOTES:

- (1) *The Listing Type of RSFB is not included in the IDX display of active listings.*
- (2) *Listings of sellers who have directed their listing brokers to withhold their listing from electronic display to the public shall not be included in IDX.*

III. IDX PARTICIPATION:

IDX PARTICIPANT: All Brokers engaged in real estate brokerage who do not opt out of IDX are IDX Participants. Brokers are presumed to be IDX Brokers unless a Broker affirmatively notifies the MLS that he or she refuses to participate in IDX. The MLS will provide a form for any Broker who wants to “opt out” of IDX. Even where Brokers have given blanket authority for limited electronic display and delivery of their listings by other IDX Brokers, such consent may be withdrawn on a listing-by-listing basis, as instructed by the seller.

IDX NON-PARTICIPANT: Any Broker who opts out of IDX (refuses to permit the display of his MLS listings in IDX) is an IDX Non-Participant, and shall not download, display, link to, frame, or advertise the Internet address of IDX Data or an IDX display.

IV. TYPES OF IDX:

Broker IDX: Broker IDX is IDX made available to all IDX Brokers for the limited electronic display and delivery of IDX Listings.

Agent IDX: Agent IDX is IDX made available to Agents of an IDX Broker with that Broker’s permission, subject to the requirements stated in these IDX Business Rules. Each IDX Broker is responsible to ensure IDX Agent compliance with the IDX Business Rules.

V. AUTHORIZED USE OF IDX:

A. The Authorized Use of IDX Data:

1. All copyrights and intellectual property rights of IDX Data are the exclusive property of the Multiple Listing Service of Roanoke Valley, and are being provided with a limited license to access and use the IDX Data subject to the IDX Business Rules.
2. IDX Data may only be used for the following:
 - a. The design and support of IDX electronic displays and delivery of IDX listings for IDX Brokers (under the scope of Broker IDX)
 - b. The design and support of IDX electronic displays and delivery of IDX listings for IDX Agents (under the scope of Agent IDX).
 - c. It is understood that IDX electronic displays and delivery of IDX listings (under the scope of Broker IDX and Agent IDX) advertise IDX Listings to the public (the IDX Visitor). IDX Visitors, however, may only use IDX Data for their personal, non-commercial benefit.
 - d. These rules do not require Participants to prevent indexing of IDX listings by recognized search engines.
3. Whether using IDX Data directly or indirectly through an IDX Developer, the IDX Broker shall ensure that IDX Data is used only in the manner and within the guidelines specified in these rules.
4. Agent IDX is available under the following terms:
 - a. The IDX Agent is authorized to have an Agent IDX electronic display unless prohibited by the IDX Broker. IDX Brokers may choose to prohibit Agent IDX for any or all of their agents. To do so, the IDX Broker must provide to the RVAR office an official statement prohibiting Agent IDX, to include a list of the agents’ names.

- b. An IDX Broker may also allow his Agents to ***Link** to the IDX Broker's website. Any Agent website that ***Links** to an IDX Web Site will be subject to all IDX Business Rules. If an Agent provides a link to the broker's website, by no means can the broker frames, logo, company name, and contact information be concealed from the public.

**** Link:** Within this context, a link is defined as any means used by an Agent that allows the public to view any portion of his or her broker's web site.*

5. Any use of IDX Data other than as listed above is unauthorized and prohibited. The IDX Broker shall immediately notify RVAR staff of any unauthorized use of IDX Data for which the IDX Broker is responsible.

B. When an IDX Broker/Agent Uses the Services of a Third-Party ~~Web~~ Developer:

When an IDX Broker/Agent pursues either (1) the development of an IDX Website or other electronic display or delivery mechanism or (2) enhancement of an existing website to incorporate IDX, the IDX Broker/Agent may choose to use the services of a third-party developer to design the website or other electronic display or other display. In doing so, the IDX Broker and the third-party developer must agree to the Authorized Use of IDX. Because the third-party developer will be acting as an agent of the IDX Broker/Agent, the IDX Broker/Agent is responsible for all compliance with the IDX Business Rules by the third-party developer.

1. As a prerequisite to authorizing a third-party developer's access to IDX Data, the third-party developer must understand and agree to the terms of use of IDX Data and to comply with the MLS Rules and Regulations. This agreement by the third-party developer on behalf of the IDX Broker/Agent will be completed electronically through the Spark platform. No IDX Data shall be provided to a third-party developer for a Broker/Agent without MLS staff approval.
2. All copyrights and intellectual property rights are the exclusive property of the Multiple Listing Service of Roanoke Valley, and are being provided with a limited license to access and use the IDX Data subject to IDX Business Rules.
3. Whether using IDX directly or indirectly through a third-party developer, the IDX Broker/Agent shall ensure that IDX Data is used only in the manner and within the guidelines specified in these rules.
4. The IDX Developer shall provide to the MLS (upon request) a list of their Multiple Listing Service of Roanoke Valley IDX Brokers/Agents, to include the member's full name and website URL.
5. The third-party developer shall use IDX Data only to serve the needs of the IDX Broker/Agent. The unauthorized retrieval of use of IDX Data is prohibited. If the third-party developer becomes aware of any misuse of IDX Data, they will immediately notify the IDX Broker/Agent. The IDX Broker/Agent shall immediately notify MLS staff of any unauthorized use of IDX Data for which the IDX Broker/Agent is responsible.
6. The IDX Broker/Agent is responsible for ensuring the IDX Website or electronic display is in full compliance with these IDX Business Rules and the MLS Rules and Regulations.

C. Renewal: IDX data feeds shall be renewed by the MLS on an annual basis.

VI. REQUIRED IDX DISCLOSURES AND DISCLAIMERS:

A. For the IDX Broker/Agent:

1. All copyrights and intellectual property rights are the exclusive property of the Multiple Listing Service of Roanoke Valley, and are being provided with a limited license to access and use the IDX Data subject to the IDX Business Rules.
2. Whether using IDX Data directly, or through an IDX Developer, the IDX Broker/Agent shall ensure IDX Data is used only in the manner and within the guidelines specified in these rules.
3. The IDX Broker/Agent will hold harmless the MLS and RVAR.

B. For the IDX Visitor (on IDX Websites or other electronic displays):

1. ***To appear on IDX Search Screen:***

- a. Although the Multiple Listing Service of Roanoke Valley is the single source for these listings, listing data appearing on this website does not necessarily reflect the entirety of all available listings within the Multiple Listing Service. All listing data is refreshed regularly, but its accuracy is subject to market changes.
- b. All copyrights and intellectual property rights are the exclusive property of the Multiple Listing Service of Roanoke Valley. Whether obtained from a search result or otherwise, visitors to this website may only use this listing data for their personal, non-commercial benefit. The unauthorized retrieval or use of this listing data is prohibited.

2. ***To appear on all variations of IDX search results:***

- a. All information is deemed reliable but not guaranteed, and should be independently verified.

NOTE: Display of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from the disclosure requirements contained in VI.B, 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.

VII. SPECIFICATIONS FOR USE AND DISPLAY OF IDX DATA:

- A. Multiple Listing Service of Roanoke Valley is the single source for IDX Listings.
- B. IDX Participants must notify the MLS of their intention to display or deliver IDX information and must give the MLS direct access for purposes of monitoring /ensuring compliance with applicable rules and policies.
- C. IDX Brokers/Agent 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, single-family detached, multi-family etc.), 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 IDX Broker/Agent.

- D. Except as provided in these rules, an IDX electronic display, an IDX Broker, IDX Agent, or user operating an IDX electronic display may not distribute, provide, or make any portion of the MLS database available to any person or entity.
- E. When displaying IDX Listings other than their own, an IDX Broker/Agent shall only display those fields of data designated by the MLS (See *IDX Field Display Requirements*). Although a **Broker has the right to display** any information on his firm's listings, the MLS advises that fields containing confidential data not be displayed (e.g. owner information, the vacancy of a property, remarks not meant to be viewed by the public, a listing's expiration date). The **seller has the right to prohibit display** of the property address or the List Date or the entire listing on the Internet ("*on the Internet*" includes, but is not limited to publicly-accessible websites or VOWs). In such cases, the property address or the List Date or the entire listing (as specified by the seller) shall not be accessible in an IDX electronic display.
- F. Concerning Agent IDX and the display of company listings, the property address may only be displayed on an IDX Agent's electronic display with the IDX Broker's permission.
- G. IDX Brokers/Agents shall not alter data of IDX Listings other than their own. This is not to say that an IDX Broker/Agent has permission to alter the meaning of his or her IDX Listing data. But rather, when displaying listings other than his own, the IDX Broker/Agent has no liberty to interpret the meaning of the data. If he chooses to translate (for example) "masonry fireplace" as "hand-crafted brick fireplace" for his own listings, the IDX Broker/Agent has the liberty to do so. IDX Data may be augmented with additional property information from other sources to appear on the same webpage or display clearly separated by the data supplied by the MLS. The sources of the addition information must be clearly identified in the immediate proximity to such data.
- H. The listing firm shall be identified in a reasonably prominent location, along with the email or phone number provided by the Listing Participant, in a reasonably prominent location. Such identification shall be displayed in readily visible color and typeface, with the typeface not smaller than the median typeface used in the display of listing data. Displays of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from this requirement, but only when linked directly to a display that includes all required disclosures.
- I. An MLS Participant 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 holds participatory rights in those MLSS. As used in the 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.
- J. An IDX Broker/Agent shall not display branded virtual tours on IDX Listings other than their own.
- K. When displaying IDX Listings, the name of the brokerage firm must be clearly identified in a readily visible color and typeface. "The brokerage firm" is defined as the firm with whom the broker or agent operating the IDX electronic display is licensed. Displays of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from this requirement, but only when linked directly to a display that includes all required disclosures.
- L. IDX Data shall be refreshed not less frequently than every 12 hours. The "date last updated" should be clearly displayed. Displays of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from this requirement to display "date last updated", but only when linked directly to such display.

- M. IDX Broker/Agent shall ensure all required IDX disclosures and disclaimers are properly printed or displayed (see Required IDX Disclosures and Disclaimers). Displays of minimal information (e.g., "thumbnails", text messages, "tweets") of 200 characters or less are exempt from this requirement, but only when linked directly to a display that includes all required disclosures.
- N. At the request of the seller, the following capabilities/features (either or both) shall be disabled or discontinued on an IDX electronic display as they pertain to the seller's listing:
1. Third-party comments/reviews. This includes the display of a hyperlink to such comments/reviews that is positioned in immediate conjunction with the listing.
 2. Automated estimate of market value. This includes the display of a hyperlink to such estimate that is positioned in immediate conjunction with the listing.

The listing broker or agent shall indicate within the MLS system that the seller has elected to have one or both of the capabilities/features disabled or discontinued on all Participants' IDX electronic displays. In such cases, it is completely acceptable to indicate on an IDX electronic display that a particular feature has been disabled at the request of the seller.

- O. The IDX Participant who operates an IDX electronic display shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any property-specific data or information (beyond that already supplied by the MLS) that is added to the IDX electronic display by or on behalf of the Participant. Once notified by the listing broker or listing agent detailing the nature of the inaccuracy, the IDX Participant who operates the IDX electronic display shall correct or remove all false data or information relating to a specific property. However, the IDX Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

VIII. IDX Field Display Requirements:

Active Listings

- O. Residential (appendix – a)
- P. Lots & Land (appendix – b)
- Q. Multi-Family (appendix – c)
- R. Farms (appendix – d)
- S. Rentals (appendix – e)
- T. Commercial (appendix – f)

IX. Sold Data Display:

- A. Those authorized to display IDX listings in accordance with the IDX Business Rules are also authorized to display Sold listings, with the following requirements:
1. Sold data **may not be displayed** for Rentals.
 2. Listings with a sold status starting from January 1, 2012 will be included in the IDX Sold database.
 3. Included in the IDX Sold database will be:
 - a. IDX listings where List Date and/or Address were opted out by Seller.
 - b. An IDX Broker's/Agent's listing where Seller declined Internet display.
 - c. REALTOR® Sold FSBOS

4. NOT included in the IDX Sold database will be Sold listings from an MLS Broker who is opted out of IDX.

X. IDX Compliance:

A. IDX Broker Agreement & Registration:

1. Broker Opt-Out form (*appendix –g*)
2. Broker Opt-In form (*appendix – h*)
3. IDX Broker/Agent Agreement (to be completed electronically through the Spark platform)
 - a. All Broker/Agent IDX electronic displays requiring direct access to Raw IDX Data must be completed electronically through the Spark platform. This includes agreeing to all IDX Business Rules. The IDX Broker/Agent must also give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

4. IDX Developer Agreement (to be completed electronically through the Spark platform)

- B. Violations – Violations shall be charged to the Broker or Agent operating the IDX electronic display. Copies of any Agent violations shall be sent to the appropriate Broker/Sales Manager.**

(LEVEL ONE VIOLATIONS)

1. Display of an “opted out” Broker’s listings
 - a. \$1000 fine
 - b. Verification that violator’s IDX electronic display only displays IDX Listings, or that the IDX Data on the electronic display has been disabled
2. Display of a non-IDX listing where Seller has not authorized display public electronic display
 - a. \$1000 fine
 - b. Verification that violator’s IDX electronic display shows only IDX Listings or that the ID Data displayed on the electronic display has been disabled
3. Sharing of IDX Data with any third-party not authorized in accordance with the IDX Business Rules.
 - a. \$1000 fine
 - b. Loss of permission to display IDX Data on violator’s electronic display for six (6) months
4. Modification of data of other brokers’ listings in IDX Data
 - a. \$1000 fine
 - b. Verification that violation has been corrected or IDX Data on the electronic display has been disabled
5. Co-mingling of IDX Data with non-IDX listings
 - a. \$1000 fine
 - b. Verification that violation has been corrected or IDX Data on the electronic display has been disabled

(LEVEL TWO VIOLATIONS)

6. Failure to identify listing firm in IDX Data as required
 - a. \$500 fine
 - b. Verification that violation has been corrected, or IDX Data on the electronic display has been disabled
7. Failure to refresh IDX Data not less frequently than every 12 hours
 - a. \$500 fine

- b. Verification that violation has been corrected, or IDX Data on the electronic display has been disabled
- 8. Failure to display required disclaimers to consumers
 - a. \$500 fine
 - b. Verification that violation has been corrected, or IDX Data on the electronic display has been disabled

(LEVEL THREE VIOLATIONS)

- 9. Improper display of IDX Data (other than stated above)
 - a. \$250 fine
 - b. Verification that violation has been corrected, or IDX Data on the electronic display has been disabled

C. Processing of Violations

- 1. MLS Staff sends out violation notice to the email address of violator.
- 2. Violator shall have ten (10) business days from date of affirmative notice to correct the violation, disable IDX Data on the electronic display or appeal the violation to the MLS Monitoring Guidelines Committee.
- 3. If violation is corrected or IDX Data on the electronic display disabled during the ten (10) business day period, then no fine will be imposed.
- 4. If no action is taken within the ten (10) business day period – including no appeal filed -- then the fine shall be automatically imposed and must be paid within ten (10) business days following the initial ten (10) business day period.
- 5. If an appeal is filed, the MLS Monitoring Guidelines Committee shall hear the appeal. An IDX Broker/Agent who opts to file an appeal shall have the right to appear before the MLS Monitoring Guidelines Committee. Payment of fine and correction of alleged violation will be held in abeyance pending ruling of the MLS Monitoring Guidelines Committee.
- 6. If appeal is denied by the MLS Monitoring Guidelines Committee, violator may appeal to the MLS Board of Directors within ten (10) business days of denial. If no appeal is filed, fine must be paid within ten (10) business days of notification of denial.
- 7. If violator appeals to the MLS Board of Directors, the Board may elect to have a panel of five (5) Directors hear the appeal instead of the full Board; though any decision by a panel of Directors shall be considered final as if heard by the full Board. The IDX Broker/Agent does not have the right to appear before the Board. The MLS Board of Directors (or panel thereof) will make its decision based solely on the same information reviewed by the MLS Monitoring Guidelines Committee.
- 8. If appeal denied by MLS Board of Directors (or panel thereof), fine must be paid within five (5) business days of denial.
- 9. If a fine is paid, MLS staff will verify whether the violation has been corrected or IDX Data on the electronic display has been disabled. If the violation has still not been corrected or the IDX Data on the electronic display has not been disabled, then the fine will be imposed again. Notification of the second fine shall include a warning that failure to correct the violation or disable the IDX Data on the electronic display by the payment of the second fine shall result in termination of access to the IDX Data for a six (6) month period. The second fine must be paid within ten (10) business days from notice of the second fine.

10. If violation has still not been corrected or the IDX Data on the electronic display has not been disabled when second fine is paid, then access to the IDX Data shall be terminated for a six (6) month period. Access to IDX Data shall not be restored until expiration of the six (6) month period and proof of correction is provided to MLS staff.
11. If a fine is not paid on time, the violator shall receive notification that the fine is overdue. If fine is not paid within ten (10) business days of overdue notification, MLS access shall be terminated until such time as fine is paid.