



**BEACHES**MLS

**IDX and VOW  
Rules and Regulations**

Effective Date: 09-25-19

# BeachesMLS, Inc.

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# BeachesMLS Inc

## IDX Rules and Regulations

BeachesMLS, (BMLS) a wholly owned company by the Realtors® of the Palm Beaches and Greater Fort Lauderdale, Inc. is responsible for the enforcement of the IDX and VOW Rules and Regulations.

### Article XX Internet Data Exchange (IDX)

#### Section 20 IDX Defined

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

#### Section 20.1 Authorization

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have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display.

#### Section 20.2 Participation

Participation in IDX is available to all Participants who consent to display their listings by other Participants

##### Section 20.2.1

Participants must notify MLS of their intention to display IDX information and must give MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

##### Section 20.2.2

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

##### Section 20.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing Participant 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).

##### Section 20.2.4

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

##### Section 20.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours.

### **Section 20.2.6**

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

### **Section 20.2.7**

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

### **Section 20.2.8**

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 Participant or agent shall communicate to 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 20.2.9, a Participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

### **Section 20.2.9**

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 MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property within two business days after receipt of a communication from the listing Participant or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

## **Section 20.3 Display**

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

### **Section 20.3.1**

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

#### **Section 20.3.1.1**

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

### **Section 20.3.2**

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

### **Section 20.3.3**

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 (e.g.,

“thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

#### **Section 20.3.4**

(Removed on April 10<sup>th</sup>, 2014)

#### **Section 20.3.5**

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 20.3.6**

All listings displayed pursuant to IDX shall show MLS as the source of the information by inclusion of the MLS logo.



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 additional logo and branding information go to: <https://rworld.com/external-beaches>)

#### **Section 20.3.7**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by MLS. MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants or MLS from liability. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. Pursuant to this section, MLS requires the display of the following notice/disclaimer:



All listings featuring the BMLS logo are provided by BeachesMLS, Inc. This information is not verified for authenticity or accuracy and is not guaranteed. Copyright ©2020 BeachesMLS, Inc. (the year should be updated annually)

#### **Section 20.3.8**

The data consumers can retrieve or download in response to an inquiry shall be determined by MLS but in no instance, shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer.

#### **Section 20.3.9**

The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in MLS.

#### **Section 20.3.10**

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds Participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

### **Section 20.3.11**

Display of seller's or occupant's name, phone number, and e-mail address is prohibited.

### **Section 20.3.12**

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.

### **Section 20.3.13**

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 (or MLS Subscriber) holds participatory rights in those MLSs. As used in these rules, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

### **Section 20.4 Service Fees and Charges**

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

### **Section 20.5**

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

### **Section 20.6**

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.

## **Article XXI Virtual Office Websites (VOWs)**

### **Section 21.1 VOW Deadadministration feed**

- 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 deadadministration feed 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 Article XXI of these rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees—except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a Participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a Participant.
- c. "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in 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 Article XXI of these rules, the term "MLS listing information" refers to active listing information and sold data provided by Participants to MLS and aggregated and distributed by MLS to Participants.

## **Section 21.2**

- a. The right of a Participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- b. Subject to the provisions of the VOW policy and these rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g., "Internet Data Exchange" (IDX).
- c. Except as otherwise provided in the VOW policy or in these rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

## **Section 21.3**

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the Participant must take each of the following steps.
  - i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as deadministration feed 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 e-mail address for each Registrant. The Participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
  - iii. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any e-mail address is associated with only one user name and password.
- b. The Participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The Participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- c. If 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 MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by 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 MLS' ownership of and the validity of MLS' copyright in the MLS database
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.



f. The terms of use agreement shall also expressly authorize 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 21.4**

A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions or get more information about any property displayed on the VOW. The Participant or a non-principal broker or sales licensee licensed with the Participant must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 21.5**

A Participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by MLS.

**Section 21.6**

a. A Participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing Participant to withhold the seller's listing or property address from display on the Internet. The listing Participant shall communicate to MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

a. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision.

**Seller Opt-out Form**

1. Check one.

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

2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

\_\_\_\_\_  
Initials of Seller

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

**Section 21.7**

a. Subject to Subsection b., below, 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. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing Participant or agent shall communicate to 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 21.8, 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 21.8**

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing Participant about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within forty-eight (48) hours following receipt of a communication from the listing Participant 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 21.9**

A Participant shall cause MLS listing information available on its VOW to be refreshed at least once every 12 hours.

### **Section 21.10**

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

### **Section 21.11**

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

### **Section 21.12**

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing Participant, and whether the listing Participant is a REALTOR<sup>®</sup>.

### **Section 21.13**

A Participant who intends to operate a VOW to display MLS listing information must notify MLS of its intention to establish a VOW and must make the VOW readily accessible to 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 21.14**

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

### **Section 21.15**

A Participant's VOW may not make available for search by or display to Registrants any of the following information:

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

### **Section 21.16**

A Participant shall not change the content of any MLS listing information that is displayed on a VOW from the content as it is provided in 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 21.17**

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable, but is not guaranteed accurate by MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or MLS from liability. The notice required under this Section 21.17 shall take substantially this form:



All listings featuring the BMLS logo are provided by BeachesMLS, Inc. This information is not verified for authenticity or accuracy and is not guaranteed. Copyright ©2020 BeachesMLS, Inc.

(For more logo and branding information go to: <https://rworld.com/external-beaches>)

### **Section 21.18**

A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing Participant 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 21.19**

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 2500 current listings and not more than 500 sold listings in response to any inquiry.

### **Section 21.20**

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

### **Section 21.21**

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 21.22**

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

### **Section 21.23**

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

### **Section 21.24**

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

## IDX and VOW Violations

**Failure to abide by Section 20 and 21 of the MLS Rules and Regulations, as may be amended from time to time, will result in the following administration fees:**

- a) In the event of a violation of Section 20, an IDX Violation Notice will be sent to the IDX vendor, Participant, or Subscriber when an IDX site is in violation of the MLS Rules for Internet Data Exchange (IDX). A fourteen (14) day grace period will be allotted to allow for corrections to be made. If the corrections are not made within that timeframe the following administration fee will be assessed.  
**\$500 per occurrence**
  
- b) In the event of a violation of Section 21, a virtual office or virtual office website (VOW) Violation Notice will be sent to the VOW vendor, Participant or Subscriber and its Participant for failure to abide by the Virtual Office Website (VOW) Rules and Regulations regarding the operation of the VOW or for display violations. A fourteen (14) day grace period will be allotted to allow for corrections to be made. If the corrections are not made within that timeframe the matter the following administration fee will be assessed.  
**\$500 per occurrence**

An administration fee may occur for one or more of the items listed below but are not limited to:

- 1. Display of Content that should not be displayed as set forth in the Violation Notice.
  - 2. No registration process for consumers.
  - 3. Transfer of the MLS Compilation to any third party without MLS authorization.
  - 4. Refusal to allow MLS or any MLS Participant access to Participant or Subscriber's IDX display or VOW for evaluation and compliance.
- 
- c) In the event a violation of Section 5.a or 5.b of these guidelines has not been cured and the Participant or Subscriber has exhausted or waived all opportunities for appeal, or a breach of Section 4 or 5 of the BeachesMLS Participant Data Access Agreement has occurred, a termination notice will be sent. Ten (10) days after the date of the termination notice, the Participant or Subscriber's data feed will be terminated.

### **Repeat Offense:**

A repeat offense of any Conduct violations or IDX/VOW violations will be assessed the administration fees as follows:

- 2<sup>nd</sup> offense:** Double the initial administration fee: Mandatory Compliance class and a letter of warning to be held on the Subscriber's file for three (3) years
- 3<sup>rd</sup> offense:** Triple the initial administration fee: Mandatory Compliance class and a letter of reprimand to be held on the Subscriber's file for three (3) years
- 4<sup>th</sup> or more offense:** Automatic hearing: Mandatory Compliance class