

# **PropTx MLS® Policies**

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## **Purpose**

The purpose of these PropTx MLS® Policies is to assist Associations and Users in their understanding of the processes to be followed in the administration and operation of the PropTx MLS® System.

All users of the PropTx MLS® System shall abide by all PropTx MLS® Rules and Policies and shall not attempt to deliberately avoid or circumvent these Rules and Policies.

## Article 1 – Definitions

**1.01 In these MLS® Policies, unless the context requires otherwise and not otherwise defined herein, the terms set out below shall have the following meanings:**

- a) **“Act”** means the *Trust in Real Estate Services Act, 2002*, and all regulations thereto, including the Code of Ethics, as such legislation may be amended from time to time and any successor legislation;
- b) **“Affiliated VOW Partner”** or **“AVP”** has the meaning ascribed thereto in Article 8 of the VOW Rule;
- c) **“Association”** means the [insert the Member Association name];
- d) **“Brokerage”** means a corporation, partnership, sole proprietor, association, or other organization or entity that, on behalf of others and for compensation or reward or the expectation of such, trades in real estate or holds himself, herself, or itself out as such;
- e) **“Broker of Record”** means the Broker so designated under the Act;
- f) **“Co-operating Brokerage”** means a Broker who is not employed by the Listing Brokerage;
- g) **“Correction Fee”** means a fee charged by the Association to correct an MLS® Listing after it becomes inactive. The fee charged will be subject to the Association’s fee schedule.
- h) **“days”** means calendar days and includes weekends and holidays;
- i) **“Listing Brokerage”** means the Brokerage that contracts as the agent of a Seller;
- j) **“Listing Information”** or **“MLS® Data”** means all information that is contained in an MLS® Listing uploaded onto the PropTx MLS® System and maintained in the PropTx MLS® Database regarding the MLS® Listings of Members, and any subsequent additions or changes to that information, including current information about the property;
- k) **“Manager”** means the Registrant in effective control and management of a Brokerage office;
- l) **“Member”** means a Brokerage, Broker, Broker of Record, or Salesperson that includes all types of users authorized by PropTx to access the PropTx MLS® System and a Member of the Association;
- m) **“Member Office”** means an office maintained by a Brokerage and used for the real estate business, serving the public on a regular and consistent basis;
- n) **“MLS®”** means the Multiple Listing Service® and is a registered trademark of The Canadian Real Estate Association;
- o) **“MLS® Database”** means the aggregation of all MLS® Data as well as its selection, assembly and arrangement, and any successor database owned and operated by or on behalf of PropTx;
- p) **“MLS® Data Information Form”** means a printed or electronic document containing information required by Association from time to time about an MLS® Listing or the property listed on an MLS® Listing;
- q) **“MLS® Listing”** is property offered for sale, lease, sub-lease, exchange, or option through the Association’s MLS® System and, where the context permits, includes the information

- concerning the property submitted to or published on the Association's MLS® System including the MLS® Data Information Form;
- r) **"MLS® Listing Agreement"** means the agreement between the Listing Brokerage and a Seller as prescribed by the Association from time to time and Document Attachment is supplementary to the specific MLS® Listing it is attached to and forms part of the MLS® Listing Agreement;
  - s) **"MLS® Rules"** means the PropTx MLS® Rules;
  - t) **"PropTx"** means PropTx Innovations Inc.;
  - u) **"Salesperson"** means an individual registered as a Salesperson under the Act and who is employed by a Brokerage to trade in real estate;
  - v) **"Special Edit"** means an edit to an MLS® Listing that must be made by Association staff; and
  - w) **"User"** means a person authorized by PropTx to access the PropTx MLS® System.

## **Article 2 – General**

- 2.01** MLS® Listing information will not be deleted from the MLS® System unless PropTx or the Association is notified in writing that the MLS® Listing is invalid.
- 2.02** Following the Reported date of closing, any inaccurate information that appeared in the MLS® Listing will be changed upon request as a Special Edit.

Before any changes occur, a written direction under the signature of the signing authority (Broker of Record/Manager) of the Listing Brokerage must be received with a specific request and reasons for the change. In addition, if the MLS® Listing became inactive (e.g., Expired, Terminated, Sold, Leased) more than seven (7) days prior to the request, a Correction Fee must be paid to the Association. The exceptions to the fee include extending the conditional expiry date, changing the closing date, updating the sold price, or correcting a system error.

On the basis of the signed authority and, where applicable, receipt of payment, Association staff will edit the data.

No other changes will be made to the historical data.

### **Article 3 – MLS® Forms**

- 3.01** Notice shall be given of any change in or addition to the standard forms by publication in the MLS® Notice Pages.

## **Article 4 – Source Board**

- 4.01** When an MLS® Listing is entered into the MLS® System, it is attached to the Association that the Listing Brokerage, Broker, or Salesperson belongs to at that time. If the Listing Brokerage, Broker, or Salesperson terminates membership in that Association and joins another PropTx Association/Board while an MLS® Listing is active, the Listing Brokerage must provide proof of assignment to their originating Member Association staff to change to Source Board.
- 4.02** The name of the Association will not be changed if the Listing Brokerage, Broker, or Salesperson terminates membership in that Association and joins another PropTx Association/Board after a MLS® Listing becomes inactive (i.e., it is Terminated, Expired, Sold, or Leased).



## **Article 5 – MLS® Listing Information**

- 5.01** Any Special Edits to be done to an MLS® Listing by the Association must be submitted in writing with an explanation and authorization from the Broker of Record/Manager and may be subject to the requirements under Article 2.02.
- 5.02** As required under Articles 3.01 and 3.02 of the PropTx MLS® Rules, all Listing information must be complete and accurate. This includes, but is not limited to:
- a) Location:
    - i. MLS® Listings must be posted within the geographic location that the property is located including individual communities. The mapping of all properties is determined by the mapping done by individual municipalities.
    - ii. MLS® Listings are permissible for any location; however, Members must ensure they adhere to laws regarding trading in each location.
  - b) Address:
    - i. Must appear in sentence case.
    - ii. If a municipal address is not available, the legal description may be entered in the address field.
    - iii. An MLS® Listing that has not been approved by the Municipality for severance cannot appear on the MLS® System.
    - iv. Sale of Business without Property that does not have a fixed address can indicate the address as the Corporate Address.
  - c) Mandatory Fields: Mandatory fields as indicated in the MLS® Data Information Form must be completed. Inaccurate mandatory fields will be considered incomplete.
  - d) Non-Member Reporting:
    - i. Where the Cooperating Brokerage is a Non-Member or Self-Represented Party, the following can be entered:
      - i. Co-operating Brokerage: NON-PROPTX CLIENT BOARD OFFICE (Broker Code 0111-00)
      - ii. Co-operating Salesperson: NON-PROPTX USER (Member No. 9557000)

## **Article 6 – Virtual Tours**

- 6.01** Virtual Tours must be entered correctly into the branded or unbranded field. A virtual tour that is entered as an unbranded tour will be removed if a Member Association finds that it contains any branding.
- 6.02** The name of the Salesperson/Broker and/or Brokerage will be considered branding if it appears anywhere on the webpage where the tour is located or is mentioned in the soundtrack to the tour. This includes the URL or the name of the account.
- 6.03** The name of the company that creates the virtual tour is considered branding.
- 6.04** It is permissible for a Salesperson or Broker to appear in the virtual tour in the branded and unbranded fields.

## **Article 7 – Computer System**

- 7.01** Any Member wishing to obtain access to any MLS® Data (whether for office use or individual use by a Broker or Salesperson registered with a Brokerage) shall enter into a MLS® Access Agreement, or such other agreement as PropTx and/or Association may require from time to time.
- 7.02** The Broker of Record/Manager of a Brokerage may be issued one or more administrative user names for use by office administrators or support staff to a maximum of one (1) administrative password for every ten (10) Salespersons or part thereof, based on the registered Members in that office to a maximum of ten (10) passwords unless otherwise approved by PropTx in writing. Upon receipt by the Association of a properly completed application, the Brokerage shall pay a one-time fee, as determined by the Board of Directors from time to time, for each administrative user name that is issued.
- 7.03** The password associated with an administrative user name may be changed only by the Broker of Record/Manager of the Brokerage to which it is issued. Access to the PropTx MLS® System through an administrative user name and/or through the use of an Authenticator shall be restricted, and may be terminated by the Association at any time without notice if, in the sole opinion of the Association, such change is necessary to protect the integrity of the PropTx MLS® System.
- 7.04** Personal computer access codes and passwords are for the individual's sole and exclusive use and shall only be used by Members and Authorized Users in accordance with this Article. The sale, distribution, or disclosure of access codes and passwords to any unauthorized user or the use of such access codes and passwords for any other purpose is prohibited.
- 7.05** The Association in its sole discretion, may terminate or suspend a Member's access in the event of any unauthorized or improper use of the PropTx MLS®
- 7.06** When transferring to another Brokerage, a Member may retain the same user name and password.

## **Article 8 – Virtual Office Website Policy (VOW)**

### **I - Definitions and Scope of VOW Policy**

1. For purposes of this VOW Policy, “Virtual Office Website” (“VOW”) refers to a Member’s secure, password-protected internet website, or a feature of a Member’s internet website, through which the Member is capable of providing real estate brokerage services to consumers with whom the Member has first established a broker–consumer relationship (as may be designated by provincial and/or federal law) where the consumer has the opportunity to search MLS® Data, subject to the Member’s oversight, supervision, and accountability.
  - a) A Member may designate an Affiliated VOW Partner (“AVP”) to operate a VOW on behalf of the Member, subject to the Member’s oversight, supervision and accountability and the terms of this VOW Policy.
  - b) A Broker or Salesperson registered with a Member may, with the Member’s consent, operate a VOW or have a VOW operated on the Member’s behalf by an AVP. Such a VOW is subject to the Member’s oversight, supervision, and accountability and the terms of this VOW Policy.
  - c) Each use of the term “Member” in this VOW Policy shall have the meaning designated in Article 2. of the By-Laws and shall also include a Member’s Brokers and Salespersons (with the exception of references to “Member’s consent,” “Member’s oversight, supervision, and accountability,” and in paragraph 22(a), below, to “Member acknowledges”). Each reference to “VOW” or “VOWs” herein refers to all VOWs, whether operated by a Member, by a Member’s broker or salesperson, or by an AVP on behalf of a Member.
2. The right of a Member’s VOW to display Listings in response to Consumer searches is limited to the display of MLS® Data supplied by the Association in which the Member has Member rights. This does not preclude a Member with offices participating in different real estate boards or associations from operating a master website with links to the VOWs of its other offices.
3. Members’ VOWs, including those operated for Members by AVPs, may also provide other features, information, or functions in addition to VOWs (including the Internet Data Exchange (“IDX”) function).
4. The display of Listing Information on a VOW does not require separate permission from the Member whose Listings will be available on the VOW.
5. Any capitalized term used herein shall have the same meaning as contained in the MLS® Rules and MLS® Policies glossaries, unless otherwise expressly defined in this VOW Policy.

## II – Policies Applicable to Members’ VOWs

6. A Member may provide brokerage services via a VOW that include making Listing Information available, but only to consumers with whom the Member has first established a lawful broker-consumer relationship, including, where necessary, completion of any actions required by provincial and/or federal law in connection with providing real estate brokerage services to clients and customers (“Consumer” or “Consumers”). Such actions may include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreement(s).
7. A Member’s VOW must obtain the identity of each Consumer and obtain each Consumer’s agreement to Terms of Use of the VOW, as follows:
  - a) Consumers must provide their name and a valid email address. The Member must send an email to the address provided by the Consumer confirming that the Consumer has agreed to the Terms of Use (described in paragraph 7(c) below). The Consumer may be permitted to access the VOW only after the Member has verified that the email address provided is valid and that the Consumer agreed to the Terms of Use.
  - b) The Consumer must supply a username and a password, the combination of which must be different from those of all other Consumers on the VOW, before being permitted to search and retrieve Listing Information via the VOW. The username and password may be established by the Consumer or may be supplied by the Member, at the option of the Member. An email address may be associated with only one username and password. Consumers’ passwords may be valid for up to 90 days, after which such passwords must be renewed or reconfirmed. The Member must, at all times, maintain a record of the name and email address supplied by the Consumer, and the username and current password of each Consumer. Such records must be kept for not less than 180 days after the expiration of the validity of the Consumer’s password. If the Association has reason to believe that a Member’s VOW has been the cause of, or permitted a breach in, the security of the MLS® Data or a violation of this VOW Policy, or the MLS® Rules and Policies (including the VOW Rules) related to use by one or more Consumers, the Member shall, upon request of the Association, provide to the Association a copy of the record of the name, email address, username, current password, and audit trail, if required, of any Consumer identified by the Association to be suspected of involvement in the breach or violation.
  - c) The Consumer must be required to affirmatively express agreement to a “Terms of Use” agreement that requires the Consumer to open and review an agreement that provides at least the following:
    - i) That the Consumer acknowledges entering into a lawful broker consumer-relationship with the Member.

- ii) That all MLS® data obtained from the VOW is intended only for the Consumer's personal, non-commercial use.
  - iii) That the Consumer 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 Consumer will not copy, redistribute, retransmit, or otherwise use any of the data or Listing Information provided, except in connection with the Consumer's consideration of the purchase, sale, or lease of an individual property.
  - v) That the Consumer acknowledges PropTx's ownership of, and the validity of PropTx's proprietary rights and copyright in the MLS® Database, MLS® data, PropTx's MLS® System, and Listing Information.
  - vi) That the Consumer will not, directly or indirectly, display, post, disseminate, distribute, publish, broadcast, transfer, sell or sublicense any Listing Information to another individual or entity. The prohibited uses expressly include "scraping" (including "screen scraping" and "database scraping"), "data mining" or any other activity intended to collect, store, re-organize, summarize or manipulate any Listing Information or any related data.
  - vii) After the Consumer has opened for viewing the Terms of Use agreement, a "mouse click" is sufficient to acknowledge agreement to those terms. The Terms of Use agreement may not impose a financial obligation on the Consumer or create any representation agreement between the Consumer and the Member.
  - viii) The Terms of Use agreement shall also expressly authorize the Association, and other Association Members or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS® Rules and Policies (including the VOW Rules) and monitoring the display of Members' Listings by the VOW.
  - ix) Every VOW must display a privacy policy that boldly informs Consumers of, and obtains Consumers' consent to, all the ways in which Personal Information that they provide may be collected, used, or disclosed, including the fact that:
- d) An agreement entered into at any time between the Member and Consumer imposing a financial obligation on the Consumer or creating representation of the Consumer by the Member must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

8. A Member's VOW shall include any copyright notice as may be provided by the Association from time to time regarding PropTx's copyright in MLS® data.
9. A Member's VOW must prominently display an email address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a Consumer can contact the Member to ask questions or get more information about Listings displayed on the VOW. The Member, or such Member's Broker or Salesperson, must be willing and able to respond knowledgeably to inquiries from Consumers about Listings within the market area served by that Member and displayed on the VOW.
10. A Member's VOW must protect the MLS® data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping," data mining, and other unauthorized access, reproduction, or use of the MLS® Database, MLS® Data and/or any related information.
11. A Member's VOW must comply with the following additional requirements:
  - a) No VOW shall display the Listing or property address of any Seller who has affirmatively directed the Listing Brokerage to withhold their Listing or property address from display on the internet. The Listing Brokerage or Salesperson shall communicate to the Association that a seller has elected not to permit display of the Listing or property address on the internet. Notwithstanding the foregoing, a Member who operates a VOW may provide to Consumers via other delivery mechanisms, such as email, fax, or otherwise, the Listing or property address of sellers who have determined not to have the Listing or address for their property displayed on the internet.
  - b) A Member who lists a property for a seller who has elected not to have the Listing or the property address displayed on the internet shall cause the seller to execute a document that so indicates. The Member shall retain such documents for at least one year from the date they are signed, or one year from the date the Listing expires or is terminated, whichever is later.
  - c) With respect to any VOW that:
    - i) Allows third-parties to write comments or reviews about particular Listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular Listings, or
    - ii) Displays an automated estimate of the market value of the Listing (or hyperlink to such estimate) in immediate conjunction with the Listing, the VOW shall disable or discontinue either or both of those features as to the seller's Listing at the request of the seller. The Listing Brokerage shall communicate to the Association that the seller has elected to have one or both of these features disabled or discontinued on all Members' websites. Except for the foregoing and subject to subparagraph 11(d), a Member's VOW may communicate the Member's professional judgment concerning any Listing. Nothing shall prevent a VOW from notifying its Consumers that a particular feature has been disabled "at the request of the seller."



- d) A VOW shall maintain a means (e.g., email address, telephone number) to receive comments about the accuracy of any MLS® data or information that is added by or on behalf of the VOW Member beyond that supplied by the Association and that relates to a specific property displayed on the VOW. The VOW Member shall correct or remove any untrue, deceptive, or misleading data or information relating to a specific property within 48 hours of receipt of a communication from the Association or the Listing Brokerage for that property explaining why the data or information is untrue, deceptive, or misleading. However, the VOW Member shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
  - e) Each VOW shall refresh MLS® data available on the VOW no less frequently than every 24 hours.
  - f) Except as permitted elsewhere in this VOW Policy, other MLS® Rules and Policies (including the VOW Rules) or the VOW Datafeed Agreement, no portion of the MLS® Database or Listing Information may be distributed, provided, displayed, or made accessible to any person or entity.
  - g) A VOW may exclude Listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, and type of property.
12. A Member who intends to operate a VOW to display Listing Information must notify the Association in writing of its intention to establish a VOW and must make the VOW readily accessible to the Association and to all Members for purposes of verifying compliance with this VOW Policy, and any other applicable MLS® Rules and Policies (including the VOW Rules).
13. A Member may operate more than one VOW itself or through an AVP. A Member who operates a VOW itself shall not be precluded from also operating VOWs in conjunction with AVPs.

### **III – Policies Respecting Data Feeds, Security, AVPs and Related Matters**

14. The Association will permit Members to operate VOWs, or to have VOWs operated for them by AVPs, subject to the requirements of all provincial and/or federal laws, including all RECO Rules, PIPEDA, and this VOW Policy and the VOW Rules.
15. The Association will, if requested by a Member, provide basic “downloading” of non-confidential MLS® data, including without limitation, address fields, listing types, photographs, links to virtual tours, and data in the MLS® database with respect to sold and Pending Sold properties, withdrawn, expired, suspended, or terminated Listings, and offers of commission to brokers who represent the purchaser. “Confidential data” includes that which Members are prohibited from providing to Consumers orally and



by all other delivery mechanisms, including fields containing the information described in paragraph 24 of this VOW Policy. Notwithstanding the foregoing, archived data in the MLS® database with respect to Sold and Pending Sold properties, withdrawn, expired, suspended or terminated MLS® Listings, and offers of commission to brokers who represent the purchaser, will be made available by the Association to its Members and Members' AVPs upon special request and need not be included in each and every update of the VOW Datafeed itself.

For purposes of this VOW Policy, "downloading" means electronic transmission of data (i.e., data feed) from PropTx servers to a Member's or AVP's server on a persistent basis via RETS feed, FTP download, or in such format as may be determined by the Association and/or PropTx from time to time. The Association may also offer a transient download. In such case, it shall also, if requested, provide a persistent download, provided that it may impose on users of such download the approximate additional costs incurred by it to do so.

16. This VOW Policy does not require the Association to establish publicly accessible websites displaying Members' Listings.
17. The VOW Datafeed will include all of the non-confidential MLS® data included in the data feed described in paragraph 15 above except for Listings or property addresses of sellers who have elected not to have their Listings or addresses displayed on the internet.
18. The Association may pass on to Members the reasonably estimated costs incurred by the Association in adding or enhancing its "downloading" capacity to support the operation of VOWs generally.
19. The Association will require that Members (1) utilize appropriate security protection, such as firewalls, as long as such requirement does not impose security obligations greater than those employed concurrently by the Association; and (2) maintain an audit trail of Consumers' activity on the VOW and make that information available to the Association if the Association has reason to believe that any VOW has been the cause of, or permitted a breach in, the security of the MLS® data or a violation of applicable MLS® Rules and Policies (including the VOW Rules).
20. Except as provided in this VOW Policy, the Association will not prohibit Members from enhancing their VOWs by providing information obtained from sources other than the Association, additional technological services (such as mapping functionality), or information derived from non-confidential MLS® data (such as an estimated monthly payment derived from the listed price), or regulating the use or display of such information or technological services on any VOW.
21. The Association will not restrict the format of MLS® data displayed on a VOW or regulate the appearance of VOWs.

22. Subject to the provisions below, the Association will make MLS® data available to an AVP for the exclusive purpose of operating a VOW on behalf of a Member and will make MLS® data available to an AVP under the same terms and conditions as those applicable to Members. No AVP has independent Member rights in the Association or MLS® data by virtue of its right to receive MLS® data on behalf of a Member, or the right to use MLS® data except in connection with operation of a VOW for a Member. AVP access to MLS® data is derivative of the rights of the Member on whose behalf the AVP is downloading MLS® data.
- a) A Member or AVP may establish the AVP's right to receive and use MLS® data by providing to the Association a document in which the Member acknowledges its selection of the AVP to operate a VOW on its behalf.
  - b) The Association will not charge an AVP, or a Member on whose behalf an AVP operates a VOW, more than a Member that chooses to operate a VOW itself (including any fees or costs associated with a license to receive MLS® data, as described in paragraph 22(g), below), except to the extent that the Association incurs greater costs in providing MLS® data to the AVP than the Association or PropTx incurs in providing MLS® data to a Member.
  - c) The Association will not place data security requirements or restrictions on use of MLS® data by an AVP that are not also imposed on Members.
  - d) The Association will permit an AVP to download Listing Information in the same manner (e.g., via a RETS feed, FTP download, or in such format as may be determined by the Association from time to time), at the same times and with the same frequency that the Association permits Members to download Listing Information to Members' VOWs.
  - e) The Association will deal directly with an AVP in order to resolve technical problems with the VOW Datafeed. However, the Association may require that the Member on whose behalf the AVP is operating the VOW participate in such communications if the Association reasonably believes that the involvement of the Member would be helpful in order to resolve the problem.
  - f) The Association will not condition an AVP's access to the VOW Datafeed on the financial terms on which the AVP provides the website for the Member.
  - g) The Association will require Members and AVPs to execute a license or similar agreements sufficient to ensure that Members and AVPs understand and agree that MLS® data provided by the Association may be used only to establish and operate a VOW on behalf of the Member and not for any other purpose.
  - h) The Association will not (i) prohibit an AVP from operating VOWs on behalf of more than one Member, and several Members may designate an AVP to operate a single VOW for them collectively, (ii) limit the number of entities that Members may designate as AVPs for purposes of operating VOWs, or (iii) prohibit Members from designating particular entities as AVPs except that, if an AVP's

access has been suspended or terminated by the Association, the Association may prevent an entity from being designated an AVP by another Member during the period of the AVP's suspension or termination.

- i) Except as stated below, the Association may not suspend or terminate an AVP's access to MLS® data (a) for reasons other than those that would allow the Association to suspend or terminate a Member's access to MLS® data, or (b) without giving the AVP and the associated Member(s) prior notice and the process set forth in the applicable provisions of the By-Laws or MLS® Rules and Policies for suspension or termination of a Member's access. Notwithstanding the foregoing, the Association will immediately terminate an AVP's access to MLS® data (a) if the AVP is no longer designated to provide VOW services to any Member, (b) if the Member for whom the AVP operates a VOW ceases to maintain its status with the Association, (c) if the AVP has downloaded MLS® data in a manner not authorized for Members and that hinders the ability of Members to download MLS® data to Members' VOWs, or (d) if the associated Member or AVP has failed to make required payments to the Association in accordance with the Association's generally applicable payment policies and practices.

- 23. The Association will not prohibit, restrict, or impede a Member from referring Consumers to any person or from obtaining a fee for such referral.

#### **IV – Requirements on the Operation of VOWs and Members**

- 24. A Member, whether through a Member's VOW or by any other means, may not make available for search by, or display to, Consumers the following MLS® data intended exclusively for other Members and their brokers and salespersons, subject to applicable laws, regulations and the RECO Rules:
  - a) The seller's name and contact information, unless otherwise directed by the seller to do so; and
  - b) Instructions or remarks intended for co-operating brokers only, such as those regarding showing, security of the listed property including instructions for access or when the property will be empty or occupied, the seller's mortgage information and/or personal information about the seller and residents of the property.
- 25. The content of MLS® data that is displayed on a VOW may not be changed from the content as it is provided in the MLS® System. MLS® data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such other data or information is clearly identified. This requirement does not restrict the format of MLS® data displayed on VOWs or the display on VOWs of fewer than all of the Listings or fewer than all of the authorized data fields.

26. There shall be a notice on all MLS® data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the Association. A Member's VOW may also include other appropriate disclaimers necessary to protect the Member and/or the Association and/or PropTx from liability.
27. Any Listing displayed on a VOW shall identify the name of the Listing Brokerage or salesperson in a readily visible color and reasonably prominent location, and in typeface not smaller than the typeface used in the display of Listing data.
28. The number of Listings that Consumers may view or retrieve on or from a VOW in response to an inquiry will be limited to 100 MLS® Listings.
29. The Association will not prohibit Members from downloading and displaying or framing listings obtained from other sources, e.g., other real estate boards or associations or from Brokers not participating in the Association, etc., but may require either that (i) such information be searched separately from listings obtained from other sources, including other real estate boards or associations, or (ii) if such other sources are searched in conjunction with searches of the Listings available on the VOW require that any display of listings from other sources identify such other source.