

MetroList Services, Inc.

# Multiple Listing Service

## Guidelines for Internet Data Exchange of MetroList<sup>®</sup> MLS Content (IDX Guidelines)

*January 27, 2010*

***MetroList***<sup>®</sup>

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**Guidelines for Internet Data Exchange  
of MetroList® MLS Content  
(IDX Guidelines)**

January 27, 2010

**YOU MUST FOLLOW THESE IDX GUIDELINES AT YOUR WEBSITE FOR INTERNET DATA EXCHANGE OF MLS CONTENT PROVIDED BY METROLIST SERVICES, INC. ("METROLIST"). FAILURE TO COMPLY WITH THESE IDX GUIDELINES MAY RESULT IN IMMEDIATE SUSPENSION OR TERMINATION OF YOUR RIGHT TO USE AND/OR DISPLAY MLS CONTENT.**

**1. TERMS DEFINED**

**1.1 Capitalized Terms Not Otherwise Defined.** Capitalized terms that are not specifically defined in these IDX Guidelines ("Guidelines") shall have the meanings set forth in the MetroList® MLS Rules, as amended from time to time.

**1.2 MLS Content Defined.** "MLS Content" means information contained within the MetroList® multiple listing service ("MLS") including, but not limited to, listing information, photographs, images, graphics, video, virtual tours, drawings, descriptions, narratives, pricing information, property tax record information, and membership information.

**1.3 Internet Data Exchange Defined.** "Internet Date Exchange" or "IDX" means a method by which Broker Participants of the MLS give permission to other Broker Participants to display a part of their real estate listing information on other Broker Participants' Internet websites ("IDX"). A real estate Subscriber affiliated with a Broker Participant may, with his or her Broker Participant's consent, have an IDX website. Broker Participant permission is presumed for websites provided to Subscribers by MetroList. Broker Participants shall provide oversight and supervision of all websites built and maintained for Subscribers affiliated with the Broker Participant, and shall be accountable for such website's compliance with MLS Rules, policies, procedures and guidelines.

**1.4 Non-confidential Information and Confidential Information Defined.** Exhibits A1-A6 list and define the record fields for each property type within the MetroList® MLS, which information includes both non-confidential information and confidential information. "Non-confidential Information" means the information described in said exhibits in the record fields of MLS Content specified in the column labeled "Non-Conf" and marked with an "X." "Confidential Information" means the information described in said exhibits in the record fields of MLS Content specified in the column labeled "Conf" and marked with an "X."

**1.5 IDX Content Defined.** "IDX Content" means Non-Confidential Information in the Active Status as defined in Attachment 1 (Exhibit A1-A6) to these Guidelines, which may be displayed by Broker Participants and their Subscribers.

**1.6 Screen Scraping Defined.** “Screen Scraping” means a process used by information aggregators to gather information from a website, whereby the aggregator accesses the target site, electronically reads and copies selected information from the displayed webpage(s), then redisplayes the information on the aggregator’s site or compiles the information into data bases for repurposing. The process is analogous to “scraping” the information off the computer screen.

**1.7 Single Sign-on (SSO) Defined:** “Single Sign-on” or “SSO” means a property of access control of multiple, related, but independent software systems, by which a user logs in once and gains access to all systems without being prompted to log in again at each of them.

**1.8 Plug-in Defined.** “Plug-in” means a computer program that interacts with a host application to provide a certain, usually very specific function. An authorized MetroList Plug-in for IDX is an iframe search tool whereby the licensed MLS Content remains on the Vendor’s server under the Vendor’s control, and which does not transmit MLS Content such that it can be captured and stored by the recipient. RSS feeds and APIs do not constitute Plug-ins and are not permitted to be used under these Guidelines.

**1.9 MLS Rules Defined.** “MLS Rules” means the MetroList® MLS Rules as adopted and published by the MLS from time to time.

## **2. USE OF MLS CONTENT**

**2.1 MLS Subscribership.** No persons other than licensed real estate brokers, salespersons, and appraisers are permitted to join the MLS as Participants or Subscribers. Unless expressly authorized by MetroList, IDX Content may not be provided to or used by anyone other than Participants and Subscribers. Examples of persons who may be affiliated with the real estate industry, but who are not authorized to have or use MLS Content are pest inspectors, moving companies, and anyone else not defined as a Broker Participant or R.E. Subscriber in the MLS Rules.

**2.2 MLS Required Agreement.** Each Participant and Subscriber using IDX Content pursuant to these Guidelines must execute a license agreement setting forth the terms and conditions for use of IDX Content, in form and substance as required by MetroList. Following execution of a MetroList-required license agreement by the Participant or Subscriber, as the case may be, the IDX website to which the license agreement relates must become operational within sixty (60) days thereafter or the license granted under such license agreement will automatically expire.

**2.3 Lender Restrictions.** Lenders who join the MLS as Broker Participants may not use IDX Content to market their lending services or to solicit loan business.

**2.4 Appraiser Restrictions.** Appraisers who join the MLS as Appraiser Participants may not use MLS Content to operate a website, to advertise or market properties for sale, or for any purpose that is not expressly authorized by the MLS Rules.

**2.5 Active Status.** Property listings in a status within the MetroList® MLS other than Active Status may not be displayed on the Internet, except by Broker Participants as to their own listings (and then subject to the requirement that any such display must include the mandatory disclaimers required by the MLS Rules.)

**2.6 MLS Rules Display.** No MLS Participant, Subscriber, website developer or vendor with authorized access to MLS Content or IDX Content shall display, reproduce or republish on any Internet website the MLS Rules or any portion of the MLS Rules with the exception of the MetroList® “Terms of Use” and mandatory disclaimers when displaying IDX Content. The MLS Rules are the copyrighted property of MetroList®.

**2.7 Terms of Use.** IDX Content is provided via the Internet for consumers’ personal, non-commercial use. Each website displaying IDX Content must also display in a conspicuous manner the “*Terms of Use*” set forth in Attachment 2 to these Guidelines and described in Rule 12.16 h of the MLS Rules.

### **3. DISPLAYING IDX CONTENT**

**3.1 Site Identification.** Each website displaying IDX Content must clearly identify the MetroList® MLS Participant and/or Subscriber for whom or on whose behalf the IDX Content is being displayed. Display of a DRE license number may be a legal requirement on public facing websites and should be confirmed by Participants and Subscribers.

**3.2 IDX Provider Information.** Each website that displays IDX Content shall clearly display the name of the website provider (i.e., developer and/or vendor) licensed by MetroList to display IDX Content on the site.

**3.3 Domain Requirements.** Each website displaying IDX Content must have a unique IP address and domain name.

**3.4 Authority and Control.** Participants and Subscribers (with each Subscriber being required to obtain the written permission of his or her Broker Participant), may display IDX Content on the Internet strictly in accordance with these Guidelines and the MLS Rules. Any Internet website used for publication of IDX Content must be controlled by a Participant or Subscriber and advertised as that Participant’s or Subscriber’s website. “Control” shall mean that the Participant or Subscriber is the person with full authority to monitor, modify or cease the publication or inclusion of any data or content on that website.

**3.5 Screen Scraping.** A Participant or Subscriber displaying IDX Content on a website shall make reasonable efforts to prevent Screen Scraping or other unauthorized capturing of IDX Content by third parties or display of that information on any other website. If a Participant or Subscriber suspects that Screen Scraping of IDX Content has occurred, the suspicion and any evidence thereof shall be immediately reported to MetroList.

**3.6 Broker Authorization.** Website developers or Vendors authorized by MetroList who intend to use IDX Content must provide a signed Subscriber Authorization Form to MetroList prior to providing any website displaying IDX Content to Participants or Subscribers (see Attachment 3 to these Guidelines for MetroList's required Subscriber Authorization Form.). Agents obtaining web services or products provided by MetroList and established through SSO Authentication are not required to submit an Agent Authorization form.

**3.7 Data Sharing.** Website developers or Vendors who are licensed to use IDX Content may not share, transfer, transmit, deliver or otherwise provide any IDX Content to any third party (including a Participant or Subscriber) without first obtaining MetroList's written consent, which consent may be given or withheld in MetroList's sole discretion.

**3.8 Inactive Subscriber.** Website developers and Vendors must immediately suspend the display of IDX Content at a Participant's or Subscriber's website(s) if the Participant's or Subscriber's access to the MetroList® MLS is suspended or terminated.

**3.9 Verification of Subscribership.** If a website developer determines that a Participant's or Subscriber's name and Agent ID are not on the current roster of Participants and Subscribers with current MLS access privileges provided by MetroList via File Transfer Protocol ("FTP") or Real Estate Transaction Standard ("RETS"), the website developer or Vendor shall immediately suspend the display of IDX Content on any website being provided to such Participant or Subscriber.

**3.10 Opt Out Rule.** MetroList has an "opt out" policy for listing brokers not wishing to authorize Internet display of individual listings. The listing broker enters "NO" in the Internet Field when the listing broker does not wish to authorize Internet display of an individual listing. Such listings will not be included in MetroList FTP or RETS feeds of IDX Content. When MLS Content is automatically or manually transferred directly by a Participant or Subscriber from MetroList's® MLS computer system either into the Participant's or Subscriber's computer system or into a website developer's computer system authorized pursuant to a written license agreement with MetroList® to assist the Participant or Subscriber for the ultimate purpose of displaying IDX Content on the Internet, the Participant or Subscriber and that person's website developer must exclude listings from Internet display where the listing broker has entered "NO" in the Internet Field. Participants and Subscribers must comply with Rule 12.17 of the MLS Rules.

**3.11 Display of "REO".** In addition to opting out listings from Internet display, Sellers may opt to not display or disclose on the Internet that a property is "Bank Owned" or "REO" in a two-stage process when adding a listing to the MetroList® MLS. When "YES" is selected in the field "REO," a second choice becomes available to the listing broker: "REO post to Internet". If "YES" is selected to the latter inquiry, the listing may be disclosed as an REO property on the internet. If "NO" is selected as the response, the field will be blank, and, therefore, the property will not be identified as "REO" property on the Internet. This does not preclude the listing from being displayed.

**3.12 Timeliness of Reproduced MLS Content.** MLS Content displayed on public websites must be updated and kept current. All reproductions of MLS Content shall comply with Rule 12.15.3 of the MLS Rules.

**3.13 Time and Date disclosure.** All reproductions of MLS Content shall comply with Rule 12.15.1 of the MLS Rules.

**3.14 Number of Listings,** A Participant to comply with Rule 12.16.f of the MLS Rules.

**3.15 MLS Branding Requirements.** The MetroList® Logo shall be included in each IDX Content listing display and detail. The MetroList® logo may be used as a link to the MetroList® “Terms of Use” on each such listing. All Plug-ins provided to Participants and Subscribers shall be clearly branded with the identity of the Participant or Subscriber in a way that cannot be removed or hidden as to prevent the unauthorized use on other websites or by other persons.

**3.16 Variable Pricing.** Any record with a Value Range Price must be explained. The MLS Rules require this field to be displayed in all result lists and detailed listings. If a listing has a Value Range, the Listing Price Range a seller will consider is determined by the value in the Range Value Price field (the lowest price) and the Listing Price field (the highest price). Value Range Pricing - ‘Variable Price’ indicates the seller is willing to entertain offers within a Listing Price Range. For example, a Price in the Range Price Field of \$150,000 and a List Price of \$200,000 indicates the seller will entertain offers from \$150,000 to \$200,000.

**3.17 Use of Disclaimers.** All reproductions of MLS Information shall include notices and/or disclaimers as prescribed in Rule 12.15.2 of the MLS Rules.

**3.18 Violation of Rules or Guidelines.** In the event of a violation of these Guidelines or the MLS Rules pertaining to the display of IDX Content, the Participant or Subscriber in violation shall cure the violation within seventy-two (72) hours from receipt of a written notice from MetroList of the violation. Failure of the Participant or Subscriber to cure such violation may subject the Participant and/or Subscriber to suspension or termination of access to IDX Content, monetary fines pursuant to the MLS Rules, or other disciplinary action.

**3.19 Virtual Media.** MetroList does not control the content of any virtual media included in data feeds. Participants and Subscribers, in their own discretion, may choose not to display all or certain virtual media at their company or personal websites.

**3.20 IDX Guideline Attachments.** Attachments to the Guidelines are provided to assist the IDX website developer in complying with these Guidelines and the MLS Rules. Attachments or the content within attachments may be replaced, deleted or amended by the MLS from time to time. To the extent any attachment to these Guidelines conflicts with the MLS Rules, these Guidelines or the provisions of a specific license agreement, the terms of the MLS Rules, Guidelines and/or the provisions of the specific license agreement shall control. The attachments to these Guidelines are as follows

Attachment One - Exhibits A1 – A6: MLS Data Fields for Each Property Type  
Attachment Two – Terms of Use  
Attachment Three – Agent Authorization Form

**3.21 IDX Fees.** Participants and Subscribers displaying IDX Content may be subject to fees adopted and imposed by MetroList from time to time for the use of IDX Content and maintenance of IDX websites. The prompt and full payment of such fees by Participants and Subscribers shall be a condition to continued access to and use of IDX Content.

#### **4. MODIFICATIONS TO CONTENT**

**4.1 Content Modification.** Participants and Subscribers must comply with Rules 12.15.4 and 12.15.5 of the MLS Rules.

**4.2 Derivatives.** No creation of derivative fields, products or services of any kind may be created from the MLS Content provided. An example of a derivative field would be a hypothetical days on market field based on the invention or assumption of a List Date or calculation based on DOM or CDOM from the MLS. Participants and Subscribers must comply with Rules 12.14.4 c and 12.15.4 of the MLS Rules.

**4.3 Number of Fields.** Websites may display less than all of the fields authorized for Internet display. However, IDX Content may not be altered in any way or displayed in a manner that is false or misleading or creates a representation that is false or misleading.

#### **5. DISPLAYING LISTING BROKER INFORMATION**

**5.1 Listing Office.** The name of the listing broker or brokerage firm ("Broker Name") must be displayed every time an MLS listing is displayed on a website provided to a Participant or Subscriber. When the listing detail is displayed, the Broker Name should be in the same type size and font as the rest of the property information. The Broker Name may not be hidden in small print or disguised in any manner that makes it difficult to find or associate with the listing.

**5.2 Office Contact Information.** Contact information for the listing broker or brokerage firm is optional.

**5.3 Agent Contact Information.** Contact information for the listing agent is optional.

**5.4 Off Market Listings.** A Broker Participant may display his/her own listings in a status other than Active. Listings in the Sold status that are displayed by a Broker Participant must include the following disclaimer: "Based on information from MetroList® Services, Inc., for the period [date] through [date]."

**5.5 Co-Agents.** Display of Co-Broker or Co-Agent and contact data is optional.

**5.6 Rosters.** Only MetroList® Participants or Subscribers may be displayed or listed on listings and rosters that indicate they are MetroList® Participants or Subscribers.

## **6. USE OF METROLIST® USER NAMES AND CONFIDENTIAL PASSWORDS**

**6.1 Passwords.** MetroList provides user names and confidential passwords to each of its Participants and Subscribers to permit their authorized access to and use of the MLS. Such user names and confidential passwords are the sole property of MetroList® and are provided to its Participants and Subscribers solely for their personal and private use when accessing the MetroList® MLS computer systems and software provided by MetroList for use by its Participants, Subscribers and other authorized persons.

**6.2 Password Storage.** Participants and Subscribers may not electronically store their confidential passwords issued by MetroList®.

**6.3 Non-Disclosure.** No website developer or other vendor may require a Participant or Subscriber to disclose their MetroList-issued confidential passwords, either as a condition for use of the website, developer's or vendor's product or service or for any other reason.

**6.4 Product Storage.** No website developer's or other vendor's product or service may require the storage, whether electronically or otherwise, of a Participant's or Subscriber's confidential password in connection with or as a condition of use of the website developer's or vendor's product or service.

**6.5 Confidentiality.** No website developer's or other vendor's product or service shall request or require a Participant's or Subscriber's confidential password to be entered, input or otherwise disclosed as a condition of use of the website developer's or vendor's product or service except to the extent expressly authorized by MetroList in writing in advance of any such request or requirement. No Participant or Subscriber shall disclose to a developer or vendor their MetroList-issued confidential password or secure access information.

**6.6 Office and Agent ID.** Listing Office ID, Listing Agent ID, Listing Co-Office ID, and Listing Co-Agent ID are provided for logical use in queries and data management only. These fields may not be displayed on public websites.

**MLS Data Fields for Each Property Type**

**To view and/or download exhibits  
A1 through A6**

go to

**<http://prospector.metrolist.net/mtro/index.htm>**

## **Terms of Use**

1. The following are terms of a legal agreement between you, the person viewing and/or using this Internet site ("User") and the operator ("Provider") of this Internet site ("Site"), By accessing, browsing and/or using this Site, User acknowledges that User has read, understood, and agrees to be bound by these terms and to comply with all applicable laws and regulations, including but not limited to U.S. export and re-export control laws and regulations. If User does not agree to these terms, User is not authorized to use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law and international treaties.

2. User must be a prospective purchaser or seller of real estate with a bona fide interest in the purchase or sale of such real estate.

3. All real estate data provided on this Site (including but not limited to descriptions, images, and other information constituting or relating to real estate listings) is strictly for the personal, private, non-commercial use of User and is not made available for redistribution, retransmission, reformatting, modification or copying. User may not sell or use any of the real estate data on this Site for any purpose other than attempting to evaluate houses or properties for sale or purchase by User. User acknowledges that the real estate data on this Site is provided by MetroList Services, Inc., a California corporation ("MetroList"), and User acknowledges the validity of MetroList's copyright as to such data. User expressly acknowledges and agrees that MetroList is a third-party beneficiary of these Terms of Use, and that MetroList will be entitled to enforce these Terms of Use against User.

4. To the fullest extent permitted by law, the data on this Site is provided "as is," without warranty or representation of any kind, either express or implied, as to the nature, quality, characteristics or value of any property or information to which the data pertains. NEITHER PROVIDER NOR METROLIST MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE DATA DISPLAYED ON THIS SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE TIMELINESS, ACCURACY AND/OR COMPLETENESS OF THE DATA.

5. NEITHER PROVIDER NOR METROLIST SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOST PROFITS, LOSS OF CUSTOMERS OR OTHER PECUNIARY LOSS), ARISING OUT OF THE USE OR INABILITY TO USE THE DATA DISPLAYED ON THIS SITE, WHETHER THE CLAIM OR CAUSE OF ACTION ARISES IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY.

6. User agrees that the prevailing party or parties in any action brought to enforce or for breach of these Terms of Use shall be entitled to recover, in addition to any other relief, that party's or those parties' reasonable attorney's fees and court costs incurred in such action from the non-prevailing party or parties.



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**Agent Authorization Form**  
**Internet Data Exchange (IDX) Website**

When completed this form certifies that the agent named below is actively participating in the buying and selling of real estate, is working under my broker designation and is an active member of MetroList Services, Inc. in good standing. The named agent has my permission, as the designated broker for the office (the "Authorizing Broker") to display MetroList MLS Content as permitted by MetroList® on the agent's personal website.

Completion of this form does not provide agent consent to receive, copy, host or otherwise have access to the MetroList Services IDX Database. The agent is required to use one of the following methods to display IDX Data:

1. \_\_\_\_ Frame MetroList's public website, [www.metrolistmls.com](http://www.metrolistmls.com). (free)
2. \_\_\_\_ Frame the website or the IDX pages of the Authorizing Broker.
3. \_\_\_\_ Have a website developed by a vendor not licensed by MetroList to provide IDX websites (May require MetroList Services, Inc. Data License Agreement).

**Contact Information**

(Please Print – all information required)

Agent Name: \_\_\_\_\_ MetroList Agent ID: \_\_\_\_\_

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Email Address: \_\_\_\_\_

Broker Name: \_\_\_\_\_ Broker's Metrolist Agent ID: \_\_\_\_\_

Designated Broker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Broker is aware agent will hire developer for the purpose of building an internet website to display MLS content.

**Website Information**

URL of Agent website: [www.](http://www.)\_\_\_\_\_

Broker's website URL (If framing broker site or pages): \_\_\_\_\_

IP Address of Host Server: (ex: xxx.xxx.xxx.xxx) \_\_\_\_\_

Technical Contact: \_\_\_\_\_

**Mail:** MetroList Services Inc. | 1164 W. National Dr., Suite 60 | Sacramento, CA 95834

**Fax:** 916-929-3082

**E-mail:** [idxapprovals@metrolist.net](mailto:idxapprovals@metrolist.net)

***MetroList***<sup>®</sup>

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