

# Article 18: Internet Data Exchange (IDX) Revised 10/5/2006

## **Section 18: IDX Defined**

IDX affords Service participants the option of authorizing display of their active listings on other participants' Internet Web sites.

### **Section 18.1: Authorization**

Participants' consent for display of their active listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the Service 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 or frame the aggregated Service 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have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

#### **Section 18.1.1: Objective**

To maintain and protect data integrity and to be a reliable source of property information for all participants and subscribers of the data exchange.

#### **Section 18.1.2: Policy**

WARDEX will not generally distribute the data outside of direct participant use, nor shall the data be used for outside profit.

## **Section 18.2: Participation**

Participation in IDX is available to all Service participants who are REALTORS® and who consent to display of their listings by other participants.

### **Section 18.2.1:**

Participants must notify the Service of their intention to establish an IDX site and must make their site directly accessible to the Service for purposes of monitoring/ensuring compliance with applicable rules and policies.

### **Section 18.2.2:**

Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction, or use of the Service database.

### **Section 18.2.3:**

Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

### **Section 18.2.4:**

Participants may exclude listings from display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography, list price, type of property, or cooperative compensation offered by listing brokers. Examples include property type ("condos," "single family detached," "multi-family," etc.), price, or location ("downtown").

### **Section 18.2.5:**

Participants must refresh all Service downloads and refresh all Service data at least once every seven (7) days.

### **Section 18.2.6:**

Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the Service database available to any person or entity.

### **Section 18.2.7:**

When displaying listing content, a participant's or user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

## **Section 18.3: Display**

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

**Note:** All of the following rules are optional but, if adopted, can not be modified. Select those rules which apply to your IDX program and number the sections accordingly.

### **Section 18.3.1:**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the Service. Display of all other fields (as determined by the Service) is prohibited. Confidential fields intended only for other Service

participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

**Section 18.3.1.1:**

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

**Section 18.3.2:**

Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) Service data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of Service data display or display of fewer than all of the available listings or fewer authorized data fields.

**Section 18.3.3:**

All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.

**Section 18.3.4:**

All listings displayed pursuant to IDX shall identify the listing agent.

**Section 18.3.5:**

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own Web sites subject to their participant's consent and control and the requirements of state law and/or regulation.

**Section 18.3.6:**

Listing information downloaded and/or otherwise displayed pursuant to IDX shall be limited to properties listed on an exclusive right to sell basis.

**Section 18.3.7:**

All listings displayed pursuant to IDX shall show the Service as the source of the information.

**Section 18.3.8:**

Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites 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 the Service. The Service may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the Service from liability.

**Section 18.3.9:**

The data consumers can retrieve or download in response to an inquiry shall be limited to ten (10) listings per search.

**Section 18.3.10:**

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this Service.

**Section 18.3.11:**

Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other Service Listings obtained from other sources (e.g., from other multiple listing services, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

**Section 18.3.12:**

Display of expired, withdrawn, and pending listings is prohibited.

**Section 18.3.13:**

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.

**Note:** The following Sections 18.3.14 and 18.3.15 may be adopted by the Service that provide participants with a "persistent" download (i.e., where the Service database resides on participants' servers) of the Service database.

**Section 18.3.14:**

Participants are required to employ appropriate security protection such as firewalls, provided that any security measures required may not be greater than those employed by the Service.

### **Section 18.3.15**

IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to the Service if the Service believes the IDX site has caused or permitted a breach in the security of the data or a violation of Service rules related to use by consumers.

### **Section 18.4 Service Fees and Charges**

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

### **Section 18.5 Written Agreement Required for Member to Download WARDEX Database**

Members shall not electronically transfer information from the Service's database to the member's own database (download) for any purpose, including republishing on the internet, without signing the Service downloading agreement. The agreement shall include, without limitation, the following provisions:

**1. Joiner of Computer Consultant or Internet Service Provider:**

That any third party computer expert or consultant or internet service provider (collectively "consultant") advising or assisting the member in the transfer also sign the agreement.

**2. Information to be retained by member:**

That the member retains all of the information from the Service database which has been so transferred (except to the extent that information is republished on the internet consistent with the Service Rules & Regulations).

**3. Service Rules Continue to Apply:**

That all Service Bylaws and Rules & Regulations continue to apply to such information even though it may be processed by the member's own computer (as opposed to an on-line terminal) and in a format different that it appears on the Service's online system.

**4. Consultant Retains No Part of Information Obtained from Service's Database:**

That consultant does not take any information whatsoever from the Service's database from the member's possession or control. Either during the time consultant is performing services for the member or thereafter.

**5. The Service May Terminate at Any Time:**

That the Service shall have the right at any time and in the Service's sole discretion to terminate the member's right to transfer information (download) forthwith, upon written notice to the member. Delivery of such written notice to the member shall constitute delivery of said written notice to the consultant.

**6. Delivery of Information to the Service Upon Written Termination of Membership:**

That upon termination of membership, a member shall either deliver all portions of information theretofore transferred from the Service's database (downloaded) by the member to the Service, or, if the Service approves the delivery in writing, to another member of the Service.

**7. Transfer By Process Defined by the Service Only:**

The process and procedure for downloading shall be by such equipment and procedure as may be determined by the Service from time to time in its sole discretion.

**8. Download Cost:**

All the cost of the downloading process will be the responsibility of the participant.