

**THE TERMS AND CONDITIONS CONTAINED HEREIN WILL BE LEGALLY BINDING ON PARTICIPANT UPON EXECUTION OF THE CONTENT LICENSE AGREEMENT AND ARE HEREBY INCORPORATED INTO THE CONTENT LICENSE AGREEMENT. ALL REFERENCES TO THE CONTENT LICENSE AGREEMENT OR AGREEMENT SHALL REFER TO THE CONTENT LICENSE AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN (COLLECTIVELY, THE "AGREEMENT"). PARTICIPANT SHOULD CAREFULLY READ THE FOLLOWING TERMS BEFORE EXECUTING THE AGREEMENT.**

**IDX Defined:** IDX affords Participants the ability to authorize limited electronic display and delivery of their listing(s) 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. REcolorado will respond to all IDX request with in five (5) business days, barring extenuating circumstances related to qualification and review of the vendors use of IDX content.

REcolorado enable's MLS Participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Electronic display subject to this policy means displays on Participants' public websites and displays using applications for mobile devices that is in the Participants control. For purposes of this policy "control" means Participants can add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the Participant and must be presented to the public as being the Participant's display. Actual control requires that the Participant has developed the display or caused the display to be developed for the Participant pursuant to an agreement giving the Participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the Participant's display will understand the display is the Participant's, and that the display is controlled by the Participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the Participant operates in a readily visible color and typeface, except as otherwise provided for in this policy (e.g. displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the Participant, including the ability to comply with this policy and applicable MLS rules.

Note: IDX provided listings may be displayed and shared via social media channels, with the proper required display fields; this includes a business page on Facebook (not individual pages).

**Internet Advertising of Listings Filed with the MLS:** An IDX Subscriber may advertise other Participants' listings on the Internet only with the prior consent of the listing broker and MLS. All IDX Subscribers must adhere to the provisions in the MLS Rules & Regulations.

**Authorization:** Through subscribership with the MLS, it is presumed that all Participants consent to the display of their listings by other Participants in accordance with the provisions detailed in the MLS Rules & Regulations. Participants must notify the MLS when they want to prevent the display of a listing (either on a blanket or on a listing-by-listing basis). If a Participant notifies the MLS that they refuse to permit the display of their listings on a blanket basis, then the Participant may not download, frame or display the aggregated MLS content of other Participants. When a Participant has given blanket authority for other Participants to display their listings on IDX websites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. MLS Participants may not use the 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.

**Participation:** Participation in IDX is available to all Participants and licensees who consent to the display of their listings by other Participants and broker subscribers.

1. Prior to obtaining access to the IDX content, IDX Subscribers must notify the MLS when they intend to establish display any portion of the IDX database and must give the MLS direct access for purposes or monitoring/ensuring compliance with applicable rules and policies.
2. IDX Subscribers may only display the IDX database on their own website(s) or limited electronic displays which they must first register with REcolorado®. Subscribers must register all domain names accessing IDX content with REcolorado®.
3. Subscribers may not use deceptive domain names to present a false picture to the public. For instance, Subscribers must avoid using domain names that incorporate or play on competing broker and firm names.
4. MLS participants shall present a true picture in their advertising and representation to the public, including the URLs and domain names they use, and participants may not:
  - 1) Engage in deceptive or unauthorized framing of real estate brokerage websites;
  - 2) Manipulate (e.g. presenting content developed by others) listings and other content in any way that produces a deceptive or misleading result
  - 3) Deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic,

- 4) Present content developed by others without either attribution or without permission
- 5) To otherwise mislead consumers.
5. Listings including property address can be included in the IDX displays except where the seller has directed their listing brokers to withhold their listings or their listings property address from all display(s) on the Internet (including but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.
6. IDX Subscribers may select the listings they choose to display on their IDX websites or limited electronic display 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 brokers, type of listings (e.g., exclusive right-to-sell, exclusive agency or open listing) or the level of service provided by the listing firm. Selection of listings to be displayed on an IDX site must be independently made by each Subscriber.
  - a. IDX Subscribers may limit the listings displayed on their websites or limited electronic display to a specific market area using the following fields: Area, County Code, Zip Code, City, Sub Area or Property Type if the website conforms to the following:
    - i. When a specific Area, County Code, Zip Code, City, Sub Area or Property Type is used to select listings, all listings from that Area, County Code, Zip Code, City, Sub Area or Property Type must be included on the Subscriber’s website.
    - ii. If a specific market area is chosen based upon Area, County Code, Zip Code, City, Sub Area or Property Type, the Subscriber’s website must clearly indicate which specific market area is being displayed.
7. IDX Subscribers and IDX websites or limited electronic display may not distribute, provide or make any portion of the MLS database available to any person or entity that is not authorized by the MLS Rules & Regulations. Subscribers may not reproduce, sell, license, rent, transfer, transmit, broadcast, display, publish, commercially exploit, frame and/or link; or allow anyone else to reproduce, sell, license, rent, transfer, transmit, broadcast, display, publish, commercially exploit, frame and/or link any information accessed from the IDX database to anyone without prior written consent from REcolorado®.
8. IDX Subscribers must employ reasonable methods to prevent the IDX database from being downloaded as a compilation. Subscribers are prohibited from remarketing, reselling, linking, re-branding or re-releasing the IDX content (in whole or in part). IDX content is to

promote the end user as a buyer or seller of real estate. With this intent, Subscribers may permit substantially all information from one listing at a time to be downloaded or reduced to tangible form by end users for their personal use.

9. When downloading numerous listings, Subscribers must employ appropriate security protection. (such as firewalls) provided that any security measures required may not be greater than those employed by the MLS.
10. IDX Subscribers are required to indicate on their websites that the information being provided is for consumers' personal, non-commercial use and may not be used for any other purpose.
11. Any IDX display controlled by a Participant or subscriber that:
  - a. Allows third-parties to write comments or reviews about a particular listing 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 listingEither or both of the features shall be disabled or discontinued for the seller's listings at the request of the seller. This listing broker or agent shall communicate to the MLS that the seller has elected to have one or both features disabled or discontinued on all displays controlled by participants'. Except for the forgoing a participants IDX display may communicate the participant's professional judgement concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a feature has been disabled at the request of the seller.
12. Participant shall maintain a means (e.g. email 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 the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or agent for the property explaining why the data or information is false. However, participants shall not be obligated to correct any data or information that simply reflects good faith opinions, advice or professional judgement.

**Termination:**

1. Should an IDX Subscriber change office, the IDX approval may terminate between the MLS and the Subscriber.

2. IDX Subscribers must immediately destroy or delete IDX information that they are not authorized by the MLS Rules & Regulations to use. Furthermore, they must refrain from using or displaying, in any manner, any and all information accessed from the IDX database that they are not authorized to use.
3. Upon termination of the IDX approval or any agreement between REcolorado® and an IDX Subscriber that provides access to REcolorado's® products and services, Subscribers must immediately destroy or delete and cease to use or display any and all information they accessed from the IDX database, including, but not limited to, listing content, IDX logos and IDX disclaimers.
4. When REcolorado® notifies an IDX Subscriber that certain content in the IDX database is no longer licensed; the Subscriber must destroy or delete and cease to use or display such content within three days.

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

1. IDX provided listings must clearly present six required IDX elements: Photo, IDX Logo, at a minimum a link to the IDX Disclaimer & copyright language, Listing Number, Listing Office, Price Type and Status in a readily visible color and typeface on every listing that displays IDX content. These elements must be prominently displayed so that the public may readily identify other Subscriber's listings. This includes visible color and typeface not smaller than the median used in the display of listing data.
2. IDX provided listings that have minimal information or a limited display views (e.g. thumbnails, text messages, tweets, pop-ups, reports, emails, views, etc. and sharing features being generated from IDX provided listings) must clearly present three required IDX elements: Listing Number, Listing Office and IDX Logo in a readily visible color and typeface on every IDX provided listing and display. These elements must be prominently displayed so that the public may readily identify IDX provided listings. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.
3. Any IDX display controlled by the Participant must clearly identify the name of the brokerage firm under which they operate IDX in a readily visible color and typeface not smaller than the median used in the display of listing data. MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.



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 the third party. For the purposes of 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.

Participants, Users and Licensees shall not use the term "multiple listing service," the acronym "MLS," or derivatives thereof. In addition, Participants, Users and Licensees shall not use the term "multiple listing service," the acronym "MLS," or derivatives thereof in Participant names, name of their firm, domain names, web addresses, uniform resource locators (URLs), e-mail addresses, blog address, or in any other way represent, suggest or imply that the individual or firm is an MLS, or that they operate an MLS.

4. Participants, Users and Licensees shall not represent, suggest or imply that consumers or others have direct or indirect access to MLS databases, or that consumers or others are able to search MLS databases (e.g., "Search the MLS", "Access REcolorado® MLS", etc.) available only to Participants, Users and Licensees.
5. IDX Subscribers are prohibited from modifying or manipulating information relating to other Participants' listings. (This does not limit or regulate the design elements of a website but refers to changes to actual listing content.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified and does not reside within the IDX content. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.
6. IDX Subscribers are prohibited from altering the content of the IDX database in any capacity or manner.
7. IDX listings displayed may not contain any additional fields that are not designated as required, recommended or optional in the Content License Agreement. Confidential fields and information (e.g., Broker Remarks, listing and expiration dates, co-op compensation, showing instructions, property security information, etc.) may not be displayed.
8. Display of Expired and Withdrawn listings is prohibited.
9. Display of the sellers and/or occupant's name, phone number and e-mail address is prohibited.
10. Display of the type of listing agreement is prohibited.
11. IDX Subscribers must refresh all MLS downloads and all MLS content at least once every twelve (12) hours & no more than every 15 minutes to ensure that the listing content is current and accurate.
12. 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 of less) are exempt from this requirement but only when linked directly to a display that included all required fields. 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 subscriber holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers can 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 participants may display listings from each IDX feed on a single webpage or display. Note: An MLS Participant or an MLS Subscriber 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 this policy, “co-mingling” means that consumers can 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.

13. IDX Subscribers may frame their websites with their own logos and navigation. Co-branding is allowed but must not be deceptive or misleading. However, third-party advertising and banners are prohibited always within the IDX content. Third-party advertising is defined as any information that is not directly related to a Subscriber’s real estate brokerage business. For the purposes of this rule co-branding will be presumed not to be deceptive or misleading if the Participant’s logo is larger than that of any third party.
14. IDX Subscribers are prohibited from commingling, integrating or aggregating IDX content with information specific to properties that are for sale by owner.
15. IDX Subscribers are prohibited from displaying sold content that is more than three years old unless requested; and may only display one photograph. Should an IDX Subscriber request to have access to sold data from January 1, 2012 for display in IDX, REcolorado will review the request and if vetted will allow sold data from January 1, 2012 to be downloaded or displayed under IDX, except for those listings which a Participant has withheld consent or a listing which the seller has prohibited Internet display.

**Violations Relative to Internet Display of Listings:** The ability to display other Participant’s listings on the Internet carries with it a heavy responsibility to protect the interests of every Participant.

For failure to abide by the MLS Rules & Regulations as it applies to the Internet display of listings and participation in IDX, the following will apply:

1. Notices and fines are progressive as indicated in the following sanction schedule:
  - a. Courtesy/Violation Notification
  - b. Initial Fine \$25.00
  - c. Subsequent Fine(s) \$50.00 or \$100.00
  - d. Immediate Fine \$100.00
  - e. Suspension/Termination of IDX
  - f. The matter will then be referred to the MS Rules & Regulations Committee for further discipline. Suspension and/or termination of participation in the MLS are at the discretion of the Board of Directors.
2. The severity of discipline will increase incrementally and will commensurate with the offense. Flagrant disregard for the rules; or violations that may negatively influence the effective and efficient functioning of the MLS or may potentially harm clients, customers or the public will be referred to the MLS Rules & Regulations Committee for the appropriate discipline.
3. A first offense will result in a written warning, which requires that the violation be corrected within three days.
4. Violations of different sections of the IDX Agreement and MLS Rules & Regulations will constitute first offenses for those violations, except that no more than a total of five violations may occur within a 12-month period. Upon notification of the fifth violation, access to the IDX database will be suspended or terminated for no less than 30 days and no more than one year. Termination of IDX database access will be for a stated period of one to three years as determined by the MLS Rules & Regulations Committee and REcolorado Board of Directors, and the Subscriber's listings will be excluded from the IDX database.

**Review of IDX Fines:** Subscribers may request that the MLS Rules & Regulations Committee review an imposed fine under the following guidelines:

1. Requests for the MLS Rules & Regulations Committee to review an IDX fine must be made in writing within 30 days of the date the fine was issued and must include reason for seeking the review. The committee will review the request at their next regularly scheduled meeting.
2. The Subscriber may request to appear before the committee to make a presentation and state his or her reasons for requesting the review.



3. If the fine is upheld by the MLS Rules & Regulations Committee, the Subscriber may request a second review of the decision by the Board of Directors. The request must be made in writing within 30 days of the date the original request was denied by the MLS Rules & Regulations Committee. The written request for a hearing must state a reason for seeking a second review. The matter will be processed in accordance with the Professional Standards Process outlined in the National Association of REALTORS® Code of Ethics and Arbitration Manual. REcolorado®, in its sole discretion, will select the appropriate entity for the Professional Standards Process.
4. Failure to request a hearing within these time limitations will result in a complete waiver of rights to request a hearing to review the matter.

REFERENCE

## Appendix

### IDX LOGO AND IDX DISCLAIMER

**IDX LOGO.** The IDX Subscriber Site shall include the following IDX Logo with each Listing that is not currently listed by IDX Subscriber, regardless of method of display. For example, if the IDX Subscriber Site includes a single Listing per screen, the IDX Logo must be displayed with the Listing on the screen, or if IDX Subscriber Site includes multiple Listings per page, the IDX Logo must be displayed with each Listing on the page.



**IDX DISCLAIMER.** The IDX Subscriber Site shall include the following IDX Disclaimer on every page or screen of the IDX Subscriber's Web site and/or IDX Associate Subscriber's Web site in which IDX Content is displayed:

"The content relating to real estate for sale in this Web site comes in part from the Internet Data eXchange ("IDX") program of METROLIST, INC., DBA RECOLORADO® Real estate listings held by brokers other than [*insert IDX Subscriber's firm name here*] are marked with the IDX Logo. This information is being provided for the consumers' personal, non-commercial use and may not be used for any other purpose. All information subject to change and should be independently verified."

**PART II. DISCLAIMERS AND COPYRIGHT LANGUAGE.** VENDOR shall display the following notices on every page or screen of the IDX Subscriber's Web site and/or IDX Associate Subscriber's Web site in which IDX Content is displayed.

1. This publication is designed to provide information with regard to the subject matter covered. It is displayed with the understanding that the publisher and authors are not engaged in rendering real estate, legal, accounting, tax, or other professional services and that the publisher and authors are not offering such advice in this publication. If real estate, legal, or other expert assistance is required, the services of a competent, professional person should be sought.

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