

PPMLS RULES AND REGULATIONS - IDX/VOW

Section 18. INTERNET DATA EXCHANGE (IDX).

IDX DEFINED

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

Section 18.1. AUTHORIZATION.

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have given blanket authority for other Participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

Indicating Electronic Advertising = Yes on the Listing Input Worksheet of the individual listing as it is submitted to the PPMLS should be used by the Participant to ensure the listing will be submitted as available for display on IDX web sites.

Section 18.2. PARTICIPATION.

Participation in IDX is available to all eligible PPMLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants.

Section 18.2.1.

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

Section 18.2.2.

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

Section 18.2.3.

Listings including property addresses can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from display on the Internet (including, but not limited to, publicly-accessible web sites or VOWs) or other electronic forms of display or distribution.

Listings to be withheld from display on the Internet shall be designated "Electronic Advertising=None" and shall not be displayed through IDX or any other Internet Web site. 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.

Listings where just the property address is to be withheld from display on the Internet shall be designated “Display Address on Internet = No”. It is incumbent upon the listing agent to ensure that the property address or location has not been entered in any other fields in the listing or on images or maps appended to the listing.

Participant's consent to display of their listings by other Participants is required to have their listings displayed on the public side of www.ppar.com and transmitted by the PPMLS to aggregators/publishers of real property ads, which shall include, but not be limited to www.realtor.com.

Listings where public comments are disabled shall be designated “Display w/Public Comments/Blog = No.”

Listings where automated valuations are disabled shall be designated “Display w/Public Auto Valuation = No.”

Section 18.2.4.

Participants may select the listings they choose to display through IDX 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 listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant.

Section 18.2.5.

Participants must refresh all PPMLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.

Section 18.2.6.

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

Section 18.2.7.

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

Section 18.2.8.

Any IDX display controlled by a Participant or Sub-Participant that

- a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the PPMLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by the Participant. Except for the foregoing and subject to Section 18.2.9, a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

Section 18.2.9.

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the PPMLS 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 listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 18.2.10.

Participants 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 holds participatory rights in those MLSs or otherwise has the right to display such other MLS IDX listings. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display.

Section 18.2.11.

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

Section 18.2.12.

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

Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 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.

Section 18.3. DISPLAY.

Display of Content pursuant to IDX is subject to the following rules:

Section 18.3.1.

Only those listings designated "Electronic Advertising =All" may be displayed. Listings displayed pursuant to IDX shall contain only those fields of Content designated by RSC. Display of all other fields (as determined by RSC) is prohibited. Confidential fields intended only for other RSC Participants and users (e.g., cooperative compensation offers, showing instructions, type listing agreement, property security information, etc.) may not be displayed.

Content for IDX includes only map able values from the following data fields and information of only those listings that are marked "Electronic Advertising = All", appear as "active status" (ACT, RGT are required; UND, UCSS are optional), and that are a Property Type of Residential, Income, Land, Farm, Rental, Commercial or Business Opportunity: # of Images, % Basement Finished, % Lower Finished, Acres, Adjacent Parcel for Sale, Annual Gross Sales, Appliances, Area, Barn SqFt, Basement SqFt, Basement/Foundation, Bedrooms Total, Builder Model, Builder Name, Building SqFt Avail, Business Description, City, Co-List Email, Co-List Phone, Co-Listing Agent Name, Co-Listing Salesman ID, Complex Amenities/Restrictions, Construction Status, Construction Year, Cost of Goods Sold, County, Display Address on Internet, Display Listing on VOW, Display w/ Public Auto Valuation, Display w/ Public Comments/Blo, Earnest Money, Electronic Advertising (IDX), ENERGY STAR Qualified New Home, Existing Utilities, Existing Water, Expenses, Extra Features, Fence, Finished Square Feet, Fireplaces, Floor Plan, Garage

Amenities, Garage Spaces, Garage Type, Handicap Access, Heat/Air, HERS Rating, Industrial Type, Internet Address, LastlmgTransDate, Laundry Facilities, Lease Rate High, Lease Type, LEED for Homes, List Date Received, Listing Agent E-Mail, Listing Agent Name, Listing Agent Phone #, Listing Broker Code, Listing Office Name, Listing Office Phone #, Listing Price, Lot Description, Lot Sq Ft, Lower SqFt, Main Level Bdrm, Main SqFt, Master Bed Length, Master Bed Level, Master Bed Width, Mls Number, Modified, Monthly Rent, NAHB/NGBS-ICC 700, Net Profit, Offered For, Notices, Out Buildings, Parking Spaces, PCH Date, Pet Deposit, Pet Type, Pets, Possession Date (Rentals), Property Category, Property Description Remarks, Rent Includes, Retail Type, Roofing, Sales Price High, Salesman ID, School District, Security Deposit, Side Coordinate, Siding, Solar PV, Solar Thermal, Square Feet Total, State, Status, Status Change Date, Stories, Structure, Sub Area, Supplemental Remarks, sysid, Tax, Tax Year, Top Coordinate, Topography, Total # of Units, Total Available Acres, Total Available Lot SqFt, Total Bath, Total Wells, Type of Business, Type of Business Opportunity, Type of Property, Unit 1 Monthly Rent, Unit 1 Square Footage Avail, Unit 2 Monthly Rent, Unit 2 Square Footage Avail, Unit 3 Monthly Rent, Unit 3 Square Footage Avail, Unit 4 Monthly Rent, Unit 4 Square Footage, Unit 5 Monthly Rent, Unit 5 Square Footage, Unit Description, Unit Total # of Baths, Unit Total # of Bedrooms, Unit Total # of Garages, Upper SqFt, Vegetation, Virtual Tour, Virtual Tour 2, Year Built, Year Established, Zip 4, Zip Code, Association Fee Includes, Association Fee Frequency, Association Fee, HOA Covenants Exist YN, all Bathroom fields, Alley, Driveway, Entry, Extra Features, Floors, Schools, Interior Features, Landscaped, Lot Location, Miscellaneous, Patio Description, and manually-generated Latitude and Longitude.

Section 18.3.1.1.

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

Section 18.3.2. [Intentionally Omitted]

Section 18.3.3. [Intentionally Omitted]

Section 18.3.4. [Intentionally Omitted]

Section 18.3.5.

Sub-Participants/non-principal brokers and sales licensees affiliated with IDX Participants may display Content available through IDX on their own websites subject to their Participant's consent and control and subject to state law and regulations.

Section 18.3.6. [Intentionally Omitted]

Section 18.3.7.

All Content displayed pursuant to IDX shall show RSC as the source of the content by displaying the logo set forth below.



Section 18.3.8.

Participants (and their affiliated licensees, if applicable) shall display the following disclaimer along with any IDX Content on their IDX site:

The real estate listing information and related content displayed on this site is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. This information and related content is deemed reliable but is not guaranteed accurate by the Pikes Peak REALTOR® Services Corp.

RSC may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or RSC from liability. (Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 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.)

All photos or images displayed pursuant to IDX shall display the RSC copyright notice watermark.

Section 18.3.9.

The data consumers can retrieve or download in response to an inquiry shall be determined by RSC but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display whichever is fewer.

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 the PPMLS.

Section 18.3.11.

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.

Section 18.3.12.

Display of expired, withdrawn, and cancelled listings pursuant to IDX is prohibited.

Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. If available, and requested by Participant, sold data may be provided from current date back to January 1, 2012.

Section 18.3.13.

Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and e-mail address(es) is prohibited.

Section 18.3.14.

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

Section 18.3.15.

Participants must maintain an audit trail of consumer activity on their website and make that information available to RSC if the RSC believes the IDX site has caused or permitted a breach in the security of the data or a violation of the RSC Rules and Regulations related to use by consumers.

Section 18.3.16.

Participants and Sub-Participant’s may display advertising or other materials on the same web page(s) as the IDX Content so long as it remains clear to a reasonable Internet viewing consumer (as conclusively determined by RSC) that the IDX display (including each page) is owned and operated by the Participant/Sub-Participant and so long as the displayed advertising and other materials do not violate any laws or applicable rules and regulations and are not defamatory, threatening, obscene, harmful, pornographic and do not violate or infringe the rights of others in any way (including intellectual property rights, confidentiality rights or privacy).

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these Rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party.

Participants and Sub-Participants should not use "search MLS" or similar phrases that include "MLS" or "multiple listing service" on their IDX displays to avoid confusion by the Internet consumer that they are searching the entire PPMLS inventory of active listings. IDX is actually a sub-set of PPMLS Content and therefore phrases such as "search listed properties" should be used.

Section 18.4. FEES AND CHARGES.

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

Section 18.5. ACCESS TO IDX CONTENT.

At the recommendation of the National Association of REALTORS®, Participants and Sub-Participants are authorized to advertise on their Internet Web sites aggregated PPMLS IDX listing Content either:

- a. by framing the PPMLS listing Content as it appears on the "Public" search of www.ppar.com. There is no charge for the Participant or Sub-Participant to "frame" to the ppar.com Public Search. However, framing does require the prior consent of RSC and the use of a virtual "token" or other password access to enable the framing functionality.
- b. by accessing/downloading and placing the listing Content on the Participant's or Sub-Participant's own Internet IDX Web site.

The purpose of this access/download option is to allow Participants or Sub-Participants to "add value" to their brokerage web sites by including PPMLS IDX listing content on them.

The access/download of another Participant's or Sub-Participant's listing information will require that the downloading Participant or Sub-Participant submit to RSC a signed copy of Exhibit H of the PPMLS Rules and Regulations.

RSC shall then provide access to the IDX content through a RETS standard format as follows:

Users compliant with the RETS standard will be granted limited access to the server to download IDX content and images. Access times and queries may be limited. Membership content shall not be used for unsolicited faxes or emails or in any way that violates any applicable law, rule or regulation. The Participant or Sub-Participant cost for the RETS login is \$50.00 per month.

The Participant or Sub-Participant is expressly prohibited from forwarding or otherwise providing access to the PPMLS Content to any other person or entity without the prior express written consent of RSC.

Section 19. VIRTUAL OFFICE WEBSITE ("VOW").

The following rules and regulations shall govern the rights and obligations of Participants, Sub-Participants and other authorized users of virtual office websites.

Section 19.1.

1. A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by Colorado law) where the consumer has the opportunity to search PPMLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

2. As used in Section 19 of these Rules and Regulations, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.
3. “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the PPMLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use PPMLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to PPMLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
4. As used in Section 19 of these Rules and Regulations, the term “PPMLS Listing Information” refers to active listing information and three (3) years of sold data provided by Participants to the PPMLS and aggregated and distributed by the PPMLS to Participants.

Section 19.2.

1. The right of a Participant’s VOW to display PPMLS Listing Information is limited to that supplied by the PPMLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different PPMLSs may operate a master website with links to the VOWs of the other offices.
2. Subject to the provisions of the VOW Policy and these Rules and Regulations, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).
3. Except as otherwise provided in the VOW Policy or in these Rules and Regulations, a Participant need not obtain separate permission from other PPMLS Participants whose listings will be displayed on the Participant’s VOW.

Section 19.3.

1. Before permitting any consumer to search for or retrieve any PPMLS Listing Information on his or her VOW, the Participant must take each of the following steps:
 - a. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by Colorado law), including completion of all actions required by Colorado law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - b. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
 - c. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
2. The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.
3. If the PPMLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of PPMLS Listing Information or a violation of PPMLS rules, the Participant shall, upon request of the PPMLS, provide the name, email

address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the PPMLS, provide an audit trail of activity by any such Registrant.

4. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
 - a. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
 - b. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - c. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW.
 - d. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property
 - e. That the Registrant acknowledges the PPMLS's ownership of, and the validity of the PPMLS's copyright in, the PPMLS database.
5. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
6. The Terms of Use Agreement shall also expressly authorize the PPMLS, and other PPMLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with PPMLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 19.4.

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

Section 19.5.

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

Section 19.6.

1. A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the PPMLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery

mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

Seller Opt-Out Form
1. Please check either Option a. or Option b.
a. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
OR
b. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.
<hr style="width: 10%; margin-left: 0;"/>
initials of seller

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

Section 19.7.

1. Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing
2. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the PPMLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Listings where public comments are disabled shall be designated "Display w/Public Comments/Blog = No."

Listings where automated valuations are disabled shall be designated "Display w/Public Auto Valuation = No."

Section 19.8.

A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the PPMLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 19.9.

A Participant shall cause the PPMLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 19.10.

Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable PPMLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the PPMLS Listing Information to any person or entity.

Section 19.11.

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

Section 19.12.

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

Section 19.13.

A Participant who intends to operate a VOW to display PPMLS Listing Information must notify the PPMLS of its intention to establish a VOW and must make the VOW readily accessible to the PPMLS and to all PPMLS Participants for purposes of verifying compliance with these Rules and Regulations, the VOW Policy, and any other applicable PPMLS rules or policies.

Section 19.14.

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

Section 19.15.

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

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

Section 19.16.

A Participant shall not change the content of any PPMLS Listing Information that is displayed on a VOW from the content as it is provided in the PPMLS. The Participant may, however, augment PPMLS Listing Information with additional information not otherwise prohibited by these Rules and Regulations or by other applicable PPMLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of PPMLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

Section 19.17.

A Participant shall cause to be placed on his or her VOW a notice indicating that the PPMLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the PPMLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the PPMLS from liability.

Section 19.18.

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings or 50% of the listings in the PPMLS, whichever is less and not more than 500 sold listings or 50% of the sold listings in the PPMLS, whichever is less, in response to any inquiry.

Section 19.19.

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

Section 19.20.

A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.21.

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

Section 19.22.

A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another PPMLS or from a broker not participating in the PPMLS, to be searched separately from listings in the PPMLS.

Section 19.23.

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

Section 19.24.

Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the PPMLS within 48 hours, following a request from RSC.

Section 19.25.

Service Fees and charges for VOW content shall be established by the RSC Directors annually, or at such other time(s) as is deemed reasonable by the RSC Directors.