Internet Data Exchange Information and Policy Packet

N.A.R.'s INTERNET DATA EXCHANGE OPTION:

keeping brokers in control of their listings on the web

Revised 9/2009

Subject to change

PARTICIPATING ASSOCIATIONS

ATASCADERO ASSOCIATION OF REALTORS®

PASO ROBLES ASSOCIATION OF REALTORS®

PISMO COAST ASSOCIATION OF REALTORS®

SANTA MARIA ASSOCIATION OF REALTORS®

SAN LUIS OBISPO ASSOCIATION OF REALTORS®

SANTA YNEZ VALLEY ASSOCIATION OF REALTORS®

SCENIC COAST ASSOCIATION OF REALTORS®

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Quick Start – Two Steps to Internet Data Exchange

BECOMING AN INTERNET DATA EXCHANGE PARTICIPANT(IDXP)

Being an IDXP means that you give all other IDXP's permission to display your active listings on their websites according to the Internet Data Exchange Rules and Regulations. (See Exhibit A: "Rules and Regulations" for details.) At the same time, you obtain permission from all other IDXPs to display their active listings. You are not required to have your own website in order to have your listings included in the IDX Data.

You need take no action to become an IDXP. If you are/were a MLS participant at the inception of the Internet Data Exchange program, you are/were automatically signed up. If you are a new MLS participant, joining after the beginning of the Internet Data Exchange program, you are also automatically signed up.

If you don't want to participate (you want to "opt out"), you must fill out the "Internet Data Exchange Opt In/Opt Out" form included at the back of this packet.

You can opt out at any time, even after participating in the program, by completing this form. Your data will stop appearing in the Internet Data Exchange within five business days. Any IDX data appearing on your website must be removed immediately. You may also Opt In at any time after being out of the program.

The IDX data included in this program is a combined set of MLS data from the following Associations: Atascadero, Paso Robles, Pismo Coast, Santa Maria, San Luis Obispo, Santa Ynez Valley and Scenic Coast Associations of REALTORS® excluding those brokers who have chosen to "opt out" of the program or withhold individual listings at the request of the seller.

PUTTING INTERNET DATA EXCHANGE DATA ON YOUR WEBSITE

You are not required to have a website to be an IDXP. But to take maximum advantage of the program, you will probably want one. To put IDX Data on your website:

• Sign and submit the "Contract for Internet Data Exchange" (included in this packet) The Broker must authorize and is ultimately responsible for ensuring that agent websites are compliant with IDX rules.

• Have a website onto which IDX data will be integrated.

• Comply with the IDX Rules and Regulations, Contract for Internet Data Exchange and the policy statements in this document.

FEES

The Association reserves the right to charge a fee for administration or IDX related services. The Association also reserves the right to charge fees for "Opting In/Out "and "Withholding Individual Listings" if usage of these options becomes excessive.

Any fees or charges for additional services, programming data, mapping, etc. charged by the Web developer are not the responsibility of the Association.

Internet Data Exchange

Frequently Asked Questions (FAQs)

CAN AGENTS HAVE IDX WEBSITES?

It is possible for agents to display IDX Data within the guidelines listed below. (Restrictions are necessary because the Internet Data Exchange program is built around the rule that listings belong to the broker of record.) Here are the guidelines for agents desiring an IDX website:

1. The agent's broker must be Opted In (contributing their listings) to the program.

2. The agent must have the broker's permission to display IDX Data and broker's approval of the website appearance. (Complete the Agent Website Authorization Form)

3. The agent must "co-brand" the websites so that it shares branding with the broker, and the agent's website must retain the broker's branding at all times.

CAN I OPT IN OR OPT OUT AT ANY TIME?

Yes. You must complete the "Opt In/Opt Out" form any time you change your status. The Association Board of Directors reserves the right to charge status change fees if status changes become excessive.

SHOULD I CONTINUE TO SEND MY LISTINGS TO OTHER WEBSITES, LIKE HOMEADVISOR.COM AND REALTOR.COM?

That's a business decision you have to make. Some brokers feel that placing their listing content on third party websites leads consumers away from the brokerage community. Others feel that the exposure available from such websites is well worth any supposed loss of control of the data. Examine this situation carefully and decide for yourself.

WHAT HAPPENS IF SOMEONE ABUSES IDX?

The Association will monitor brokers who develop websites using the IDX Data. It will also monitor other real estate websites. If the Association finds that an IDXP is misusing data, that broker will be notified of the wrongdoing and required to correct the problem. If the broker fails to do so, access to IDX Data may be suspended and he or she will be subject to disciplinary action in accordance with the MLS Rules and Regulations.

WHY WOULD I WANT OTHER BROKERS TO DISPLAY MY LISTINGS ON THEIR WEBSITES?

If real estate brokerages want to compete with other industry segments for the business of Internet consumers, they will need to have websites that are attractive to consumers. That means having data. If you don't want your listings on the Internet at all, then you don't need to participate in Internet Data Exchange. If you currently provide your listing content to one or more local or national websites on the theory that more exposure is better, why not have your listings exposed on other brokers' websites? IDX is intended to strengthen the brokerage industry.

WHY WOULD I DISPLAY OTHER BROKERS' LISTINGS ON MY WEBSITE?

By displaying Data of active listings, you are providing a service to consumers that can keep them coming to your

website. If you want to promote your real estate services online, IDX data may help you keep consumers at your site once they get there.

HOW WILL THIS AFFECT "BIG BROKERS" AND "LITTLE BROKERS"?

Large brokerage firms may invest more money in customizing their websites. They may also spend more marketing dollars to get consumers to visit their sites. But small firms that focus on Internet strategies and marketing may be able to look as "big" on the Internet as their larger competitors. Internet Data Exchange can make all brokers' sites more attractive to consumers.

WILL CONSUMERS CALL THE LISTING AGENT ON LISTINGS BELONGING TO OTHER IDXP's?

Contact information is not included in the listing details, although the listing agent and listing firm's name must appear on any display of data for listings that don't belong to you. It is possible that an interested consumer could look up the listing broker and call that office; however, this would require more effort on their part than just emailing you. (Even if this were the case, it would just as likely benefit you, as your name appears on detailed displays of your listings and an IDX icon appears on thumbnail views of your listings on other brokers' websites.)

WHAT DATA WILL CONSUMERS SEE? WHAT PROPERTY TYPES, STATUSES, DATA ELEMENTS, ETC.?

IDXPs may only display active listings. They may display any or all of the Associations property types that are included in the FTP account. They may display only the data fields that are included in the IDX FTP account. (Excluding, Cross Street, APN, Map Coordinates, Approx. Living Area Source, Acreage Source, Listing Type, Selling Terms, Land Existing Loan, Cost of Goods, Total Rental Income, Tax License, Total Amount of Inventory for Resale, Vacancy%, and Loan Information).

HOW DO I KNOW SOME AGENT FROM ANOTHER OFFICE WON'T END UP ADVERTISING MY HOT NEW LISTING AS HIS/HER OWN?

You don't. But it would be just as much a violation of the Rules of Internet Data Exchange as under normal business practice. Such an act would violate the MLS Rules and Regulations, the REALTORS® Code of Ethics and California real estate law as well.

CAN THE CONSUMER LINK DIRECTLY TO THE LISTING AGENT'S EMAIL?

An IDXP may provide linking on its own listings to its own agents, if desired. This is between the IDXP and his/her agents. **Agent contact information is not provided in the IDX Data.**

WHAT KIND OF ADVERTISING FOR OTHER SERVICES OR COMPANIES CAN BROKERS HAVE ON THEIR WEBSITES WITH <u>IDX</u> DATA?

Anything that will not violate the Association rules or procedures regarding IDX is acceptable. This means that if your firm puts up a website hosting the IDX Data, you may sell advertising space to an automobile dealership on the site. Every page of your website could have an ad for a different advertiser. Keep in mind the following things. 1) The site still has to be for your real estate firm. See Sub-section 12.16 (g) of the MLS Rules. 2) The advertising must not jeopardize the goodwill of Association or the listing broker; for example, the advertising of an obscene website above listing content will result in the IDX data feed to the IDXP being terminated. 3) The advertising must not mislead consumers. If the advertising seems to contradict information about the listing firm or information in the listing content itself, it should not be used. For example, a banner advertisement for a brokerage

firm above IDX listing content could make it appear that the listing belongs to the banner advertiser, when in fact it does not.

DO I NEED A WEBSITE?

The Association provides data compilation and information services to assist you in competing in an increasingly complex industry. But you must decide what your own business strategy is and whether Internet Data Exchange and a website with IDX Data would support that strategy. You can still Opt In to the IDX program without a website, and simply let other brokers advertise your listings for you.

WHAT IF I WANT TO PARTICIPATE, BUT MY SELLER DOESN'T WANT THEIR PROPERTY ADVERTISED ON THE INTERNET?

Brokers may Opt In on a blanket basis, and yet withhold individual listings, or addresses of listings, from Internet display at the request of the seller. A form for this purpose must be completed and filed with Association at the time the listing is entered into the system. (or choose the appropriate MLS database selection to disallow address display, if offered in the MLS database). (See attached forms)

Contract for Internet Data Exchange

This form is a legally binding contract between you and participating member Associations of the Central Coast Regional Multiple Listing Service (CCRMLS) (Atascadero, Paso Robles, Pismo Coast, Santa Maria, San Luis Obispo, Santa Ynez Valley and Scenic Coast Associations of REALTORS®)

To include your listings in the IDX data, do nothing! You are automatically included in the IDX program. To display IDX listings on a website, follow the instructions on the following pages. **(If you do not choose to participate in IDX, you must "opt out"** by completing the appropriate form. Simultaneously with or prior to submitting this contract, you must be/become Internet Data Exchange Participant (IDXP). See the Internet Data Exchange Broker Informational Packet for further details.

This contract must be filled out completely and signed by the broker of your firm and web consultant. There are no exceptions. Once you have filled it out and signed it, email, fax or mail it to the Brokers Member's Association as shown on the last page of this contract. The Association will sign the contract and return a copy to you with information on how to access the data feed.

AGREEMENT

1. This AGREEMENT is made and entered into by and among the Association of REALTORS®, the real estate firm whose name and contact information appear on the signature page of this Agreement designating "Firm Information and Signature" (the "Firm"), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designating "Consultant Information and Signature" (collectively, "the Consultants"), if any.

2. Firm wishes to obtain, and the Association wishes to provide, data and photographs ("data") for Firm's website, namely the listing content of other real estate brokerages participating in the Association's Internet Data Exchange (IDX) program. Firm may wish to engage Consultants (i.e., other companies or individuals who are not employees of Firm) to perform data downloading, manipulation and formatting, as well as programming and web design. Any fees charged by the Consultant are the financial responsibility of the broker signing this agreement.

DEFINITIONS

3. For purposes of this Agreement, the following terms shall have the meanings set forth below.

Associations: An agreement among participating Associations (Atascadero, Paso Robles, Pismo Coast, Santa Maria, San Luis Obispo, Santa Ynez Valley and Scenic Coast Associations of REALTORS®) formed to increase service and benefits to Participants and Subscribers by allowing each other's Participants and Subscribers access to each other's MLS pursuant to the terms of this agreement. Such access may, at the option of the individual Association, include access to IDX data for display on the websites of the Participant and Subscribers of other Associations who agree to adhere to the applicable Rules of their Association.

IDX Data: A subset of the listing content in the Associations data base designated for the purpose of dissemination to other Broker Participants and Subscribers of the Associations in order to effect Internet Display on the websites of those Participants who have agreed to take part in IDX and conform to the applicable IDX Rules.

Internet Data Exchange Data (IDX Data) Compilation: The current aggregate compilation of all active listings **(listing "content")** of all Internet Data Exchange Participants except those listings where the property seller or listing broker has opted out of Internet publication by so indicating on the "Opt In/Out Form". The individual Associations own the IDX Data, and the compilation is protected under each Association's copyright law.
Internet Data Exchange Participant (IDXP): An eligible Broker Member who gives permission to other IDXPs to display its active listings on their websites in return for their permission to advertise their listings on its website.

Multiple Listing Service (MLS): A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other and in the context of IDX, is the source of IDX data for inclusion in the IDX program.

Rules: The Rules and Regulations of Association, including both MLS and IDX Rules and Regulations, as

amended from time to time, and any operating policies relating to the MLS, IDX Data and IDXPs promulgated by the Associations.

Broker Member: A real estate broker who is a dues-paying participant of the MLS in good standing, and is actively participating in the buying and selling of real estate.

MLS Data: The compilation of Data relating to real estate for sale, previously sold or listed for sale, including the Internet Data Exchange Data and data relating to Members, entered into the MLS database by members and/or the Association. Associations of the Central Coast Regional Multiple Listing Service (CCRMLS) own the MLS Data individually, as determined by the original entry of the data, and the compilation is protected under copyright law.

Participant: MLS Broker members signing this Agreement and taking responsibility for the web site compliance.

Subscriber: Agent whose license is registered under the license of the Participant, and under direct authority of that participant.

ASSOCIATION OBLIGATIONS

4. During the term of this Agreement, the Association grants to Firm a license, in each case subject to the Rules, to:

   a. display the IDX Data on Firm's website to market property to prospective purchasers, and
   b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Firm's website.

5. During the term of this Agreement, the Association agrees to provide to Firm and its Consultants:

   a. access to the IDX Data via the internet using FTP, or other method/s, under the same terms and conditions the Association offers to other IDXPs;

   b. five (5) business days advance notice of changes to record formats of the IDX Data; and

   c. five (5) business days advance notice of changes to the IDX Rules.

FIRM'S OBLIGATIONS

6. Firm shall at all times comply with the Rules and policies, hereby incorporated into this Agreement.

7. Firm acknowledges the participating individual Association's ownership of the copyrights on the MLS Data and IDX Data.

8. Firm shall comply with the requirements relating to Confidential Information set forth below.

9. If the Association notifies Firm of a breach of the Rules of this Agreement and Firm does not cure such breach within two (2) business days, Firm agrees that the Association seek cure by any/all Consultant/s.

10. Firm shall notify the Association within five (5) business days of any change in the information relating to Firm on the Firm Information and Signature page below.

11. No portion of the Internet Data Exchange Data shall be co-mingled with any non CCRMLS listings on the IDXP's Internet website.

12. If scraping of data is suspected, suspicion and any evidence must be reported to the Association immediately for investigation and appropriate action.

13. The Broker need not display all allowable IDX Data. The Broker may choose to display only listings in a particular price range, geographical area or property type. (If the Broker displays only a subset of the IDX Data, see Sample Disclosures regarding recommended disclosures.) Not all listings from the MLS must be displayed as long as any exclusions from display on participants' and subscribers' IDX sites are based on objective criteria, e.g. type of property, listed price or geographical location.

14. All listings from the IDX Data that are not your own must be so indicated. The Associations approved icon for this purpose, and an explanation about those properties marked with the icon, are provided courtesy of the

Regional Multiple Listing Service of Minnesota, Inc. The IDX icon and disclosure MUST appear on the first page of any view of a thumbnail display, any listing display map or other limited display ("data display") where any IDX listing content is displayed and the required disclosure must indicate that the IDX icon refers to listings of other IDXP's. (The IDX icon is available for download from the Association *(*See contract for sample disclosure language.) The IDX Logo shall be used only in the exact form, without any alteration, addition, deletion or other modification in design or color.

Any search result or data display identifying another IDXP's listing in a brief or "thumbnail" format, or data display shall bear the IDX icon immediately adjacent to the property information or prominently on a map display to identify the listing as an IDX listing. The IDX icon shall be at least 35 pixels by 35 pixels.

A thumbnail display or data display of another IDXP's listing may not include any contact information or branding of the IDXP who owns the website or any of its agents. A thumbnail display, or data display may only include the non-confidential information about the listed property, a thumbnail photo of the listed property, the logo of the listing broker or IDX icon, and links to additional information. (The Association interprets a thumbnail display or other limited display as being no more than five horizontal lines of text and/or a photograph no more than 150 pixels high. The Association interprets any display containing more than five horizontal lines of text display or displaying a photo of more than 150 pixels height as being a detailed display.)
The Association interprets listing display map as any geographic map or view where a listed property may be located, with or without information that specifically identifies particular active listings.)

A search result producing a detailed display of another IDXP's listing shall bear that IDXP's firm name, the listing agent's name, the IDX icon and the Association's copyright notice (see contract for wording) immediately following the property information. The IDXP's name, IDX icon, and copyright notice shall be at least as large as the largest type size used to display the listing content.

15. It is the firm's obligation to ensure that the Consultant has read and adheres to the Rules and Regulations (Exhibit A) and the Mandatory Disclosures of the Associations.

CONSULTANT'S OBLIGATIONS

16. If the Association notifies Firm of a breach of the Rules or this Agreement and Firm does not cure such breach within two (2) business days, the Association may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with the Association and act within two (2) business days upon notification by the Association of an uncured breach by Firm or Consultant.
17. Consultant/s acknowledges participating individual Associations ownership of the copyrights on the MLS Data and the IDX Data.
18. Any website used for display of the IDX database must be controlled by the Participant and be advertised as that Participants website. Any "Branding" or identification of website by a Consultant must not detract from the "Branding" of the site as belonging to and being under the control of the Participant.
A detailed display of another IDXP's listing may not include any contact information or "branding" of the IDXP who owns the website or any of its agents within the "body" of the listing content. (The "body" is a rectangular space whose borders are defined in each direction by the area used for MLS listing text and photo data).
("Branding" refers to any marks or language referring to the website-owning IDXP. Any association of such branding within the IDX listing content is a violation of the MLS Rules.)

19. Consultant/s shall comply with the Confidential Information requirements as set forth below.
20.Each Consultant shall notify the Association within five (5) business days of any change to the information relating to it on the Consultant Information and Signature page below.
21. Participants shall not display confidential information fields, as determined by the MLS in the MLS's sole discretion, such as that information intended for cooperating brokers rather than consumers. Association staff and the Association Board of Directors will determine the fields that may be displayed. Allowable fields include all information available in the FTP account (Excluding Cross Street, APN, Map Coordinates, Approx. Living Area Source, Acreage Source, Listing Type, Selling Terms, Land Existing Loan, Cost of Goods, Total Rental Income, Tax License, Total Amount of Inventory for Resale, Vacancy%, and Loan Information). The Broker need not display all allowable IDX Data. The Broker may choose to display only listings in a particular price range,

geographical area or property type. (If the Broker displays only a subset of the IDX Data, see Sample Disclosures regarding recommended disclosures.)

22. The number of listings that consumers may retrieve or download in response to an inquiry must be limited to fifty (50). If scraping of data is suspected, suspicion and any evidence must be reported to the Association immediately for investigation and appropriate action.

23.Consultant shall comply with all Rules established by the Association and/or are included in the IDX Agreement and Exhibit A of this IDX packet.

24. Consultant may not use data for commercial purposes, other than to provide the IDX product to the IDXP.

CONFIDENTIAL INFORMATION

25. **"Confidential Information"** is information or material proprietary to the Association or designated "Confidential" by the Association and not generally known to the public, that Firm or Consultants or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of delivery or access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):

a. all MLS Data, except the IDX Data to the extent to which this Agreement and the Rules permit disclosure;

b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;

c. software, source code, object code, diagrams, flow charts;

d. techniques, procedures;

e. IP addresses, access codes and passwords; and

f. any information that the Association obtains from any third party that the Association treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Association.

26. **Exceptions.** The Confidential Information does not include information that:

a. is known to the Receiving Party at the time of disclosure, other than through a breach of the rules;

b. is used or disclosed by the Receiving Party with the prior written consent of the Association, to the extent of such consent;

c. becomes known to the Receiving Party from a source other than the Association without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with the Association; or

d. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to the Association prompt notice of any such order.

27. **Title.** The Receiving Party acknowledges that title to and ownership of the Confidential Information remains at all times with the Association or with the third parties in whom title and ownership existed prior to this Agreement or prior to disclosure by the Association.

28. **Restrictions on Use – Scope of Use**. The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules, and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ care and measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

29. **Restrictions on Use – Unauthorized Uses**. The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of the Association to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.

30. **Restrictions on Use – No Third Party Access**. Only the Receiving Party's own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors.
31. **Restrictions on Use – Location restriction**. The Receiving Party will not remove the Confidential Information from its principal place of business without the Association prior written consent. In the event the Association grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
32. **Termination and Return of Materials.** Within five (5) business days of the end of the term of this Agreement or receipt of notice of termination by the Association, the Receiving Party will return to the Association all Confidential Information and all other materials provided by the Association to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of the Association, an officer of the Receiving Party will certify in writing that all materials have been returned to the Association and all magnetic or computer data have been destroyed.
33. **Disclosures**. Required disclosures and suggested language must appear on all pages where any listing content appears as follows:

a. "The data relating to real estate for sale on this website comes in part from the IDX program of the Central Coast Regional Multiple Listing Service and its affiliated associations. Real estate listings held by brokerage firms other than (insert your brokerage's name here) are marked with the IDX icon and detailed information about them include the name of the listing broker and listing agent".

b. "Listing Broker has attempted to offer accurate data, it is deemed reliable but not guaranteed. Buyers are advised to confirm all data provided".

c. "Listings displayed are the property of the member Associations of the Central Coast Regional MLS, and are protected under one or more of the following copyright registrations: Atascadero Association of Realtors®, Inc. Copyright yyyy; Paso Robles Association of REALTORS®, Inc. Copyright yyyy; Pismo Coast Association of REALTORS® Inc. Copyright yyyy; San Luis Obispo Association of REALTORS®, Inc. Copyright yyyy; Santa Maria Association of REALTORS®, Inc. Copyright yyyy; Santa Ynez Valley Association of REALTORS®, Inc. Copyright yyyy; Scenic Coast Association of REALTORS®, Inc. Copyright 2008. All rights reserved."

d. Not all listings from the MLS must be displayed as long as any exclusions from display on participants' and subscribers' IDX sites are based on objective criteria, e.g. type of property, listed price or geographical location.

e. You are required to update the information on your website at least once every 7 days with the most recent update posted. "Data last updated xx/xx/xx".

f. All IDX websites must include a notice that "The information being provided is 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".

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

RULE VIOLATIONS

34. The Association will monitor brokers who develop websites using the IDX Data. If the Association finds that an IDXP is misusing or improperly displaying IDX Data, or is otherwise in violation of the Association MLS Rules & Regulations, including the IDX Rules specified in this document, that IDXP will be notified of the wrongdoing and required to correct the problem.
If an IDXP fails to correct the violation, he or she will be subject to disciplinary action in accordance with the

MLS Rules and Regulations. Whether or not a citation is involved, IDXP's must make the necessary changes to their Internet site to cure a violation within two (2) business days of notice from the Association of the violation. The Association reserves the right to discontinue the IDX data feed and terminate this Agreement without further notice if an IDXP does not comply with this requirement.

IDXP's may also be subject to fines and/or disciplinary action. (See Exhibit B Fine Schedule).

TERM AND TERMINATION

35. **Term and Termination.** The term of this Agreement begins on the "Effective Date" set forth on the "The Association Information and Signature Page" below. The Association has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:

a. Association notice to Firm that this Agreement is terminated.

b. Firm's notice to Association that it no longer intends to display IDX Data on its website.

c. Termination of Firm's privileges as a MLS Broker Participant of the Association for any reason, including non-payment of MLS dues or fines.

GENERAL PROVISIONS

36. **Survival of Obligations.** The obligations of Firm set forth under "Firm's Obligations" above, and the obligations of Consultants under "Consultants' Obligations" above, and the provisions regarding "Confidential Information" shall survive the termination or expiration of this Agreement.

37. **Association Remedies.** Because of the unique nature of the MLS Data and Confidential Information, Firm and Consultants acknowledge that the Association would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate the Association for a breach. The Association is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Firm or Consultants or any one of them, without showing or proving any actual damages sustained by the Association.

38. **Attorney's fees.** If the Association prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought shall pay the Association reasonable attorney's fees and costs for such legal action.

39. **Limitation of Liability.** The Association liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to the Association, if any, under this Agreement. Firms' and Consultants' only other remedy shall be termination of this Agreement. The Association shall not be liable for any incidental or consequential damages under any circumstances, even if the Association has been advised of the possibility of such damages. The Association shall have no liability for inaccuracies in the IDX_Data or the MLS Data. THE ASSOCIATION MAKES NO WARRANTY WITH RESPECT TO THE MLS DATA OR THE IDX DATA, WHETHER EXPRESS OR IMPLIED. The ASSOCIATION SPECIFICALLY EXCLUDES AND DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

40. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement. They will be deemed given when deposited in the U.S. Mail, first-class postage prepaid, or upon successful facsimile or electronic transmission.

41. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

42. **No Assignment.** Neither Firm nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of the Association.

43. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or

written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.

44. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of California.

Sign and return the Contract and Applicable Forms to the Brokers Member's Association.

Atascadero Association of REALTORS®, 7350 El Camino Real, Suite 202, Atascadero, CA 93422	Fax: 805 466-3089
Paso Robles Association of REALTORS®, 1101 A Riverside Avenue, Suite A, Paso Robles, CA 93446	Fax: 805 238-3051
Pismo Association of REALTORS®, 1356 Longbranch, Grover Beach, CA 93433	Fax: 805 489-6594
Santa Maria Association of REALTORS®, 222 W. Carmen Lane, Suite #103, Santa Maria, CA 93458	Fax: 805 349-2853
San Luis Obispo Association of REALTORS®, 443 Marsh Street, San Luis Obispo, CA 93401	Fax: 805 544-2813
Santa Ynez Valley Association of REALTORS®, 1623 Mission Dr. #2, Solvang, CA 93463	Fax: 805 688-6478
Scenic Coast Association of REALTORS®, 830 Morro Bay Blvd., Morro Bay, CA 93442	Fax: 805 772-1391

(The remainder of this page is left blank intentionally)

FIRM INFORMATION AND SIGNATURE

Firm Name: _____ Office Code: _____

Designated Broker Name: _____ Broker DRE: _____

Broker Web Address (required): _____

E-mail Address (required): _____

(This will be the Association's primary means of communicating about IDX developments.)

Firm Street Address: _____

Firm City, State, ZIP: _____

Firm Phone: _____ Fax: _____

CHOOSE ONE

a) I wish to use the IDX function INTEGRATED within the Rapattoni MLS program, _____ OR

b) I wish to use the following Consultant Company for IDX display_____

Entered into on behalf of Firm by:

Signature: X_____

Print Name/Title: _____

CONSULTANT INFORMATION AND SIGNATURE

NOTE TO FIRM: *Reproduce this document for each individual/company to whom you intend to provide access to the IDX Data under this Agreement.*

Consultant (company or individual) Name: _____

E-mail Address/es (required): _____

(This will be the Association's primary means of communicating about IDX developments.)

Consultant Street Address: _____

Consultant City, State, ZIP: _____

Phone: _____ Fax: _____

Name of Broker Company for whom IDX Display is being provided _____

I CERTIFY THAT I HAVE RECEIVED A COPY OF THE COMPLETE "CONTRACT FOR INTERNET DATA EXCHANGE" AGREEMENT TO WHICH THIS SIGNATURE APPLIES AND THAT I AGREE TO ABIDE BY THE GUIDELINES AND RULES SET FORTH WITHIN THIS AGREEMENT AND THAT I AGREE TO TAKE NECESSARY ONGOING SECURITY MEASURES TO ENSURE AVOIDANCE OF SCRAPING OR DOWNLOADING BY UNAUTHORIZED PARTIES AND ANY ASSOCIATED POLICY AND/OR TECHNICAL DOCUMENTATION.

Entered into on behalf of Consultant by:

Signature: X_____

Print Name/Title: _____

NOTE TO CONSULTANT: *You must enter into the Associations Contract for Internet Data Exchange with every real estate broker to whom you provide services. (If you sign only one and that Firm's access to the IDX Data is terminated, you will not be able to access the data for your other clients.)*

ASSOCIATION INFORMATION AND SIGNATURE

Entered into on behalf of Members Association Name Pismo Coast Assoc of REALTORS by:

Signature: X_____ Effective Date: _____

Print Name/Title_____

Fax or mail completed and signed form to: The Brokers Member's Association as shown on the last page of the contract

Agent Authorization for IDX Website

This 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 the Association MLS in good standing. The named agent has my permission, as the designated broker for the office below, to display IDX data on the named agent's personal website.

(Include "Contract forInternet Data Exchange – Firm Information and Signature" signed by broker and developer. ***Broker is ultimately responsible for ensuring that agent websites are compliant with IDX rules****.)*

Fax, email or mail completed and signed form to:

The Brokers Member's Association as shown on the last page of the contract

---

Agent Name: _____ Agent DRE#: _____

Agent Phone: _____ Fax: _____

Agent Email Address (required): _____

(This will be the Association's primary means of communicating about IDX developments.)

Designated Broker: _____ Broker DRE: _____

Designated Broker Signature: **X**_____ Date: _____

Broker Email Address (required): _____

(This will be the Association's primary means of communicating about IDX developments.)

Firm Name: _____ Office Code: _____

Firm Street Address: _____

Firm City, State, ZIP: _____

Firm Phone: _____Fax: _____

Agent signature/acknowledgement **X**_____

Website Information:_____

URL of Agent Website/s: www._____

Broker's Website URL/s (if framing broker site or pages): www._____

CHOOSE ONE

a) I wish to use the IDX function INTEGRATED within the Rapattoni MLS program,_____ OR

b) I wish to use the following Consultant Company for IDX display_____

Name of Consultant Company providing IDX display _____

Technical Contact: _____

Email: _____ Phone: _____

Exhibit A - Rules and Regulations

Applying the MLS Rules & Regulations

Section 12.16: Use of Active Listing Information on Internet (a) Subject to paragraphs (b) through (l) below, and "Notwithstanding anything in these rules and regulations to the contrary, participants and subscribers may display on their public websites aggregated MLS active listing information through downloading and placing the data on the participant or subscriber's public access websites.

Sub-section 12.16 (b). "The listing brokers' consent for such Internet display is presumed, in satisfaction of Rule 12.8 (referring to permission of a listing broker to advertise listings), unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display either on a blanket or on a listing-by-listing basis. Listing brokers that refuse to permit other MLS participants or subscribers to display their listing information on a blanket basis may not display MLS active listing information of other brokers' listings."

Sub-section 12.16 (c). "Participants and subscribers shall not display confidential information fields, as determined by the MLS in the MLS's sole discretion, such as that information intended for cooperating brokers rather than consumers.

Sub-section 12.16 (d). "All listings on a participant or subscriber's site displayed by framing or other electronic means shall identify the name of the listing firm and the name of the listing agent in a manner designed to easily identify such listing firm or agent."

Sub-section 12.16 (e). "Participants and subscribers shall not modify the information displayed pursuant to these MLS Rules."

Sub-section 12.16 (f). "Information displayed shall indicate the source of the information being displayed and the most recent date updated. Participants and subscribers shall update all downloads and refresh all data at least once every seven [7] days."

Sub-section 12.16 (g). "Sharing of the MLS compilation with any third party not authorized by the MLS is prohibited. Participants and Subscribers shall indicate on their websites that the information being provided is 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."

Sub-section 12.16 (h). Participants' and subscribers' websites must protect MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" and other unauthorized accessing, reproduction or use of the MLS database.

Sub-section 12.16 (i). Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or their property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via IDX sites. This does not preclude listing participants or subscribers from displaying on their IDX sites or their other website(s) the listing or property address of consenting sellers.

Sub-section 12.16 (j). Not all listings from the MLS must be displayed as long as any exclusions from display on participants' and subscribers' IDX sites are based on objective criteria, e.g. type of property, listed price or geographical location.

Sub-section 12.16 (k). No portion of the MLS database shall be distributed, provided to or made accessible to any person except as provided for in these rules and/or in the National Association of REALTORS® IDX policy.

Sub-section 12.16 (l). When displaying listing content, a participant's or subscriber's website must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

12.16.1 Notification by Authorized Participants and Subscribers. Participants and Subscribers partaking in the display of MLS active listing information of other brokers' listings pursuant to Section 12.16 must notify the MLS before displaying said MLS active listing information and must make their website directly accessible to the MLS and other MLS participants for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 12.16.1: Registry of Authorized Participants and Subscribers The MLS has the right to require that Participants and Subscribers partaking in the display of MLS active listing information of other brokers' listings pursuant to Section 12.16 register with the MLS before displaying said MLS active listing information.

Section 12.16.2: Right to Charge for Download The MLS has the right to charge the costs of adding or enhancing its downloading capacity to Participants and Subscribers who request downloading of listing information pursuant to Section 12.16.

Section 12.18: Listing Broker's Right to Opt Out of Internet Advertising of MLS Information If the A.O.R. advertises MLS information on the Internet or licenses MLS information for advertising on the Internet, the listing broker shall have the right to opt out of such advertising in accordance with the MLS's procedures for opting out. The listing broker shall have the right to refuse to have listings displayed on a blanket basis or on a listing-by-listing basis in accordance with Section 12.16 by affirmatively notifying the MLS in accordance with the MLS procedures for opting out. Notwithstanding any thing in these rules and regulations to the contrary, the A.O.R. reserves the right to determine whether to provide Internet advertising services and whether such services are to be made available to non-A.O.R. members.

Exhibit B
Schedule of Citable Offenses and Fines

(Subject to change)

All fines subject to Board of Directors approval and adjustment.

(Policies reviewed by Pismo Coast Board of Directors are subject to change and are levied per occurrence.)

Violation of each of the Rules and Regulations listed in Exhibit A herein carries a $100 citation for the first offense, $200 for second offense and $300 for third. The fees continue to escalate by $100 per occurrence up to a maximum of $1000 per violation.

EXCERPTS from MLS Rules and Regulations, Pismo Coast Association of REALTORS®:

17.1 Nonpayment of MLS Fees. If MLS fees, fines, charges or other amounts owed the MLS are not paid within one month after the due date (or according to Section 5.1 relating to MLS participation and subscription fees, and reinstatement fees), the nonpaying participant and/or subscriber's MLS services shall be subject to suspension until such outstanding amounts are paid in full. The MLS may suspend MLS services under this section provided the MLS gives the participant and/or subscriber at least twenty (20) calendar days prior notice** of the proposed suspension date. Such notice may be included with the original billing statement for MLS fees, fines or charges or any time thereafter. In the event the amounts owed remain unpaid for three months after the due date (or according to Section 5.1 relating to MLS participation and subscription fees, and reinstatement fees), the nonpaying participant's and/or subscriber's MLS services shall automatically terminate regardless if notice of such termination is given.

17.2 Disputed Amounts. If a participant and/or subscriber disputes the accuracy of amount owed, the participant and/or subscriber may request a hearing before the Board of Directors. In order to request such a hearing, the participant and/or subscriber must first pay the disputed amount in whole, which may be refunded in whole or part in accordance with the Board of Directors' determination. Hearings under this section shall be conducted in accordance with the *California Code of Ethics and Arbitration Manual.* In the event the Board of Directors confirms the accuracy of the amount owed, the participant and/or subscriber shall also be subject to paying interest at the rate of ten (10%) per annum on such past due amounts.

17.3 Reinstatement. Any participant and/or subscriber whose MLS services have been terminated for nonpayment of MLS participation and subscription fees may reapply for participation in the MLS. However, prior to being granted access, the participant must pay all fees applicable to new applicants and all past due amounts owed, including paying interest at the rate of ten (10%) per annum on such past due amounts.

(NOTE – This document constitutes 20 days prior notice of proposed suspension if found in violation of one or more MLS Rules and Regulations, Section 12.8, 12.16 and 12.18 provisions.)**