

NORTHEAST FLORIDA MULTIPLE LISTING SERVICE, INC.
RULES AND REGULATIONS

(Effective October 28, 2020)

VIRTUAL OFFICE WEBSITES (VOWs)

Section 14.1 Virtual Office Website Definition.

(a) 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 state law) where the consumer has the opportunity to search NEFMLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or licensee affiliated with a Participant may, with their Participant’s consent, operate a VOW. Any VOW of a non-principal broker or licensee is subject to the Participant’s oversight, supervision, and accountability.

(b) As used in Section 14 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and 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 licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(c) “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 NEFMLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use NEFMLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to NEFMLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 14 of these Rules, the term “NEFMLS Listing Information” refers to active, contingent and pending listing information and sold data provided by Participants to the NEFMLS and aggregated and distributed by the NEFMLS to Participants.

Section 14.2 Limitations and Authority.

(a) The right of a Participant’s VOW to display any MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, 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”).

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other NEFMLS Participants whose listings will be displayed on the Participant’s VOW.

Section 14.3 **Necessary Steps for Registrant Access.**

(a) Before permitting any consumer to search for or retrieve any NEFMLS Listing Information on their VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state 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.

(ii) 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.

(iii) 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 their 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.

(b) 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.

(c) If the NEFMLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of NEFMLS Listing Information or a violation of NEFMLS rules, the Participant shall, upon request of NEFMLS, 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 NEFMLS, provide an audit trail of activity by any such Registrant.

(d) 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:

i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;

iii. 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;

iv. 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;

v. That the Registrant acknowledges NEFMLS’s ownership of, and the validity of the NEFMLS’s copyright in, the NEFMLS database.

(e) 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.

(f) The Terms of Use Agreement shall also expressly authorize NEFMLS, and other NEFMLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with NEFMLS 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 14.4 **Consumer Contact.** 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 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 14.5 **Monitoring.** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of NEFMLS 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 by NEFMLS.

NOTE 12 MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.

Section 14.6 **Seller's Rights.**

- (a) 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 NEFMLS 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.
- (b) 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:

- (c) 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 14.7 Comments, Reviews and Estimates of Value.

(a) 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

(b) 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 NEFMLS 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."

Section 14.8 Accuracy of Information. 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 NEFMLS 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 14.9 Refresh Information. A Participant shall cause NEFMLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 14.10 Limitation of Use. Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable NEFMLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the NEFMLS Listing Information to any person or entity.

Section 14.11 Privacy Policy. A Participant's VOW must display the Participant's privacy policy informing registrants of all of the ways in which information they provide may be used.

Section 14.12 Objective Criteria. 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 14.13 Notification to NEFMLS. A Participant who intends to operate a VOW to display NEFMLS Listing Information must notify NEFMLS of its intention to establish a VOW and make a VOW readily accessible to the NEFMLS and to all NEFMLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable NEFMLS rules or policies.

Section 14.14 **Supervision and Accountability.** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates their own VOW may contract with an AVP to have the AVP operate other VOWs on their behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

NOTE 13 Adoption of Sections 14.15 –14.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on Participants’ use of MLS Listing Information in providing brokerage service through all other delivery mechanisms.

Section 14.15 **Confidentiality.** A Participant’s VOW may **not** make available for search by, or display to, Registrants any of the following information, which is confidential:

- a. Expired and withdrawn listings.

Note: Due to the 2015 changes in IDX policy and the requirement that Participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending (“under contract”) listings on VOW sites.

- b. The seller’s and occupant’s name(s), phone number(s), or e-mail address (es).
- c. The compensation offered to other NEFMLS Participants.
- d. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- e. The fields defined by the board of directors from time to time as Confidential.
- f. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

DEFINED CONFIDENTIAL IN FLEXMLS

DEFINED CONFIDENTIAL BUT IN CURRENT DATA FEEDS The following do not appear on Customer Printouts but are included in data feeds for reference

Price Change History
CTG Remarks
CTG Date going into Pending
Listing Type
Listing Date
Expiration Date

Status Change Date
Publish to Internet
Publish to Address
Publish Sq. Ft
Publish Public Remarks
Publish Directions

Compensation	Listing Member Information
Duval Variable Compensation	Listing Office Information
Call SELLER Direct Information	Co-Listing Member Information
Under Contract Date	Selling Member Information
Fall through Date	Co-Selling Member Information
SELLER Concession Y/N	Original List Price
SELLER Concession \$	Cumulative DOM
Concession Description	Title Status
Cancel Date	
Private Remarks	
Showing Instructions	
Photo Instructions	
Additional Photo Instructions	
Referral Fee on Rentals only	
Seller's Country of Residence	
Buyer's Country of Residence	
Agency Disclosure	

Section 14.16 **Integrity of the Information.** A Participant shall not change the content of any NEFMLS Listing Information that is displayed on a VOW from the content as it is provided in NEFMLS. The Participant may, however, augment NEFMLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable NEFMLS 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 NEFMLS 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 14.17 **Required Notice.** A Participant shall cause to be placed on their VOW a notice indicating that the NEFMLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the NEFMLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the NEFMLS from liability.

Section 14.18 **Listing Broker Disclosure Not Required.** The name of the listing brokerage firm, listing broker or licensee's name are not required on a VOW display of a listing broker's listing because the rules and regulations of NEFMLS do not impose this requirement upon cooperating Participants when they deliver listing information to potential buyers through non-browser based media, such as by mail, email, facsimile or hand delivery.

Section 14.19 **Limit of Display.** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred (500) listings in response to any inquiry.

Section 14.20 **Passwords.** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

NOTE 14 Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

Section 14.21 **Advertising, Logo and Disclosure.** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on their 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 14.22 **Source Identification.** A Participant shall cause any listing displayed on their VOW that is obtained from other sources, including from another MLS or from a broker not participating in NEFMLS, to identify the source of the listing somewhere on the page displaying listing information.

Section 14.23 **Co-mingling Allowed.** A Participant shall not be required to cause any listing displayed on their VOW obtained from other sources, including from another MLS or from a broker not participating in NEFMLS, to be searched separately from listings in NEFMLS as long as the source of the listings is identified somewhere on the page displaying listing information.

Section 14.24 **License Agreement.** Participants, subscribers and the AVPs operating VOWs on their behalf must execute the license agreement required by NEFMLS.

Section 14.25 **Seller Affirmation.** 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, the SELLER's affirmative direction shall be entered by the Participant or Subscriber into NEFMLS within 48 hours.