

SECTION R: Internet Data Exchange ("IDX")

IDX Defined: IDX affords MLS Participants the option of authorizing display of their active listings on other Participants' Internet web sites.

Authorization

Participants' consent for display of their active listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download or frame the aggregated MLS data of other Participants.

Participation.

Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage who consent to display of their listings by other Participants. This requirement can be met by maintaining an office or Internet presence from which Participants are available to represent real estate sellers or buyers (or both).

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

1. – Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of confidential information fields (as determined by the MLS) is prohibited.
2. Participants shall determine which listings or the types of listings they will display on their websites. Examples include property type ("condos", "single family detached", "multi-family", etc.), price, or location ("downtown").
3. Participants shall not modify or manipulate information relating to other Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.)
4. All listings displayed containing more than three lines of information shall pursuant to IDX guidelines identify the listing firm.
5. Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own web sites subject to their Participant's consent and control and the requirements of state law and/or regulation.
6. Listing information downloaded and/or otherwise displayed pursuant to IDX shall be limited to properties listed on an exclusive right to sell basis.
7. All listings displayed pursuant to IDX shall show the MLS as the source of the information. Participants (and affiliated licensees, if applicable) must refresh all downloads and refresh all data at least once every 7 days. It is recommended that updates take place daily. If update is less frequent than daily search results must include a disclosure noting frequency and date of last update.
8. Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information 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.
9. The data consumers can retrieve or download in response to an inquiry shall be limited to 25 listings per search.
10. The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS.
11. Listings obtained through IDX must be displayed separately from listings obtained from other sources, unless expressly permitted by Agreement. No portion of the IDX data base may be co-mingled on the IDX Brokers site with any listings that are not in any Multiple Listing Service.

12. No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules.

13. Advertising / promotion of web site content is covered under article 12 of Code of Ethics.

14. Changes to an internet site necessary to "cure" a violation of RAGFL's Polices and Procedures must be accomplished within ten (10) business days of notification to broker from RAGFL of the violation. If the member is an agent, notice shall be provided at the same time to the broker of the firm. Failure to cure the violation with 10 business days, shall result in per diem charges of \$25.00 per day for the first 30 days; and \$50.00 per day thereafter until cure, and may result in termination of services.

15. The MLS shall have the right at any time and in its sole discretion to terminate the member's right to so transfer information (download) forthwith, upon written notice to the member. Delivery of such written notice to the member shall constitute delivery of said written notice of any third party vendor/consultant as well. If the member is an agent, notice will be provided at the same time to the broker of the firm.

16. If the services of a third-party consultant/vendor are used in downloading the MLS data, a written agreement must be signed by the vendor agreeing to terms and conditions as set out by the Association including a stipulation that the Consultant/vendor retains no part of information obtained from the MLS database. A contract with the required terms and conditions shall be available to participants for their use or reference.

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