



# Rules & Regulations

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REALTORS® Association of Edmonton

May 1<sup>st</sup>, 2024

**Part 6, RAE Specific, Section 4. Internet Data Exchange (IDX) & Virtual Office Website (VOW)**



### 3. RECORDING DEVICES

- 3.01 Unless approved by the Board of Directors, no audio or video recording devices, other than the Cooperative's audio recording device, will be allowed at Board meetings, Board hearings, meetings of the Cooperative, or committee meetings.

### 4. INTERNET DATA EXCHANGE (IDX) & VIRTUAL OFFICE WEBSITE (VOW)

- 4.01 The Cooperative may permit Members hereafter Participants to use MLS® System data in connection with providing Brokerages services over the Internet (or by other electronic means) in accordance with the policies set forth below.

#### 4.02 Scope of Policy

- a. For purposes of this policy, the term Virtual Office Website (“VOW”) refers to a Participant’s Internet website, or a feature of a Participant’s Internet website, through which the Participant provides real estate Brokerage services to consumers with whom the Participant has first established a relationship where the consumer has the opportunity to search for MLS® System data, subject to the Participant’s oversight, supervision and accountability. As used herein “Participant’s VOWs” and “VOWs” also refers to such websites, or features of websites, operated by Brokerages, non-principal Brokers and Associates affiliated with MLS® Participants, where permitted by this policy.
- b. Participant’s Internet websites may also provide other features, information or services in addition to the VOW, such as Internet Data Exchange (hereinafter IDX). IDX refers to a Participant’s Internet website, or a feature of a Participant’s Internet website, through which the Participant’s makes available for search and display to consumers, in limited format as set out by the RAE, the MLS® System listing data of consenting Listing Brokerages. As used herein Participant’s Internet website and IDX also refers to such websites or features of websites, operated by Brokerages, non-principal Brokers and Associates affiliated with MLS® Participants, where permitted by this policy.
- c. Use of MLS® System active listing data in IDX format on a Participant’s website is subject to the permission of the Principal Broker Member whose listings may be available to consumers via such a website. This permission is presumed unless a Principal Broker Member explicitly “opts out” by directing the Cooperative in writing that its listings not be available for IDX purposes. A Principal Broker Member may independently elect to opt out of IDX, however if a Principal Broker Member opts out, that Principal Broker Member may not provide IDX services using the MLS® System data of other Listing Brokerages.
- d. Principal Broker Members can only opt out of IDX’s , they cannot opt out of VOW’s. Principal Broker Members must explicitly understand that all MLS® System listings will be available to a VOW.

4.03 The right to display MLS® System listings in response to consumer searches is limited to:

- a. display of MLS® System data supplied by the Cooperative in which the Participant has participatory rights and only where expressly permitted by the Cooperative and;
- b. excluding any specific listings data fields (i.e., Property Address) whose display is prohibited at the request of the Seller, Listing Brokerage, or the Cooperative, or;
- c. those listings belonging to Listing Brokerages who have “opted out” of internet display of their listings by other Participants, or;
- d. display of non-MLS® System or listings exclusive to the Listing Brokerage are not governed by this policy.

4.04 A Master Franchise may provide or host an Internet website service for its franchisees on behalf of and identified as the site of the franchisee Listing Brokerage, Non-principal Broker or Associate affiliated with the franchisee. Any other display of MLS® System data by a Master Franchise is subject to 3rd party agreements as may be approved by the Cooperative from time to time.

4.05 Policies Applicable to Participants' VOWs

*(BOD 06/26/2019) (BOD 09/21/2022)*

- a. Participants may provide additional Brokerage services via a VOW in addition to making MLS® System listing data available, but only to consumers with whom the Participants have first established relationships, including completion of all actions and/or forms respecting agency disclosure required by provincial law or regulation in connection with providing real estate Brokerage services to clients and customers (hereinafter “Registrants”). The Cooperative recommends that the most current Agency Relationships Guide be displayed for consumer review and acceptance. Such acceptance should require a click to accept at the Buyer Brokerage Verification section and another click at the signature line.
- b. Participants' VOWs must obtain the identity of each Registrant and obtain each Registrant's agreement to “Terms of Use” of the VOW, as follows:
  - i. A Registrant must provide their name, a current telephone number and a valid email address. The Participant must send an email to the address provided by the Registrant and confirming that the Registrant has agreed to the Terms of Use (described in subsection c below). The Registrant may be permitted to access the VOW only after the Participant has verified that the email address provided is valid and the Registrant's agreement to the VOW's Terms of Use is confirmed.
  - ii. The Registrant must supply a username and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and view information from the MLS® System

database via the VOW. The username and password may be established by the Registrant or may be supplied by the Participant, at the option of the Participant. An email address may be associated with only one username and password. The Registrant's password and access must expire and may not be valid for longer than 30 days, after which such passwords must be reconfirmed or changed.

- iii. The Participant must at all times maintain a record of the name, telephone number and email address supplied by the Registrant, and the username and current password of each Registrant, such records to be kept for not less than 180 days after the expiration of the validity of the Registrant's password. If the Cooperative has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the data or a violation of MLS® System rules related to use by one or more Registrants, the Participant shall, upon request, provide to the Cooperative a copy of the record of the name, email address, telephone number, username, current password, and audit trail, if required, of any Registrant identified by the Cooperative to be suspected of involvement in the violation.
- c. The Registrant must be required to affirmatively express agreement to a Terms of Use provision that requires the Registrant to open and review an agreement that provides at least the following:
- i. That the Registrant acknowledges that the Terms of Use do not create an agency relationship with the Participant;
  - ii. That all data obtained 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 data or information provided;
  - v. That the Registrant acknowledges Cooperative ownership of and the validity of the copyright in the MLS® System database. The Participant's Terms of Use may also include other provisions determined by the Participant.
- d. That the Registrant agrees that all information provided may be provided to the Cooperative and may be used to administer and operate the VOW and to investigate any breach of security of the data or the MLS® System rules. After the Registrant has opened for viewing the Terms of Use agreement, a "mouse click" is sufficient to acknowledge agreement to those terms. The Terms of Use Agreement shall not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. An agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating

agency representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labelled and may not be accepted solely by mouse click.

- e. A Participant's website must protect the MLS® System data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS® System database.
- f. A Participant's website must comply with the following additional requirements:
  - i. If authorized by the Cooperative, non-principal Brokers or Associates of Participants may operate internet websites if their Principal Broker consents, such a website to be subject to the control of the Principal Broker. In such cases both the Principal Broker, the non-principal Broker and Associate shall be accountable for compliance with these policies.
  - ii. MLS® System data available on a website shall be refreshed not less frequently than every (1) days and must indicate the date of last update.
  - iii. Except as provided elsewhere in this policy or elsewhere in the MLS® System rules and regulations of the Cooperative, a website or a Participant operating a website may not distribute, provide, or make any portion of the MLS® System database accessible to any person or entity.
  - iv. A Participant's website must display a privacy policy that informs Registrants of the ways in which information obtained from them will be used.
  - v. A Participant may exclude listings from display on the Participant's website based only on objective criteria such as geography, list price, or type of property.
  - vi. A Participant may not provide the identity of a Registrant to any other entity for compensation. Notwithstanding the foregoing, a Participant may provide the identity of a Registrant to another Broker for compensation if;
    - a. the Participant's real estate Brokerage activities principally consist of listing or selling the types of properties filed with the Cooperative;
    - b. the Registrant is seeking property of a type, in a price range, or in a location for which the Participant does not ordinarily provide real estate Brokerage services and;
    - c. the number of Registrant identities provided or the corresponding revenue generated is an insignificant portion of the Participant's real estate Brokerage activities.

For purposes of this paragraph, selling does not include making referrals of prospective purchasers to other real estate Brokerages and listing does not include making referrals of prospective sellers to other real estate Brokerages.

- g. Participants must notify the Cooperative of their intention to establish a website and make their website directly accessible to the Cooperative for purposes of monitoring/ensuring compliance with applicable rules and policies.
- h. The Participant also expressly authorize the Cooperative, and other MLS® Participants or their duly authorized representatives, to access the website for the sole purpose of monitoring compliance with MLS® System rules.

#### 4.06 Policies Applicable to the Cooperative

- a. The Cooperative may enable Participants to operate internet websites, subject to the requirements of provincial law or regulation and the requirements above.
- b. Where the Cooperative permits persistent downloading of the MLS® System database by Participants for display or distribution on the Internet or by other electronic means, the Cooperative requires that Participants must:
  - i. Utilize appropriate security protection, such as firewalls, which requirement may not impose on Participants security obligations greater than those employed concurrently by the Cooperative, and/or;
  - ii. Maintain an audit trail of Registrants' activity on the VOW and make that information available to the Cooperative upon request. This information will be requested if the Cooperative has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the data or a violation of MLS® System rules related to use by one or more Registrants.
  - iii. The Cooperative requires any third party providing a Participant with a website service to complete the Third-Party Agreement.
  - iv. Obey flags that restrict the display of certain data fields or the listings of Brokerages who have opted out of IDX display.

#### 4.07 Requirements of the Cooperative on the Operation of Websites and Participants by Members

*(BOD 09/25/2019) (BOD 09/21/2022)*

- a. A Participant's website may not make available for search by or display the following data intended exclusively for other Association/local board members and their affiliated licensees:
  - i. Instructions or remarks intended for cooperating Brokers only, such as those regarding showing or security of the listed property (private remarks).
- b. The Seller(s) and occupant(s) name(s) and contact details, where available. No



- advertising may be visible on a page displaying any portion of the listings of other Participants, except the name, address, phone number, and company logo of the Participant operating the website. The name, address and phone number of the non-principal or Associate operating the website (where such websites are permitted), and any other information required by provincial law or regulation, is not prohibited advertising.
- c. MLS® System data fields authorized for display may not be changed. The MLS® System data may be augmented with additional data not otherwise prohibited from display so long as the source of such other data is clearly identified. This requirement does not restrict the format of MLS® System data display or display of fewer than all of the listings or fewer authorized data fields.
  - d. There shall be a notice on all MLS® System data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the Cooperative. A Participant's website may also include other appropriate disclaimers necessary to protect the Participant and/or the Cooperative from liability.
  - e. All listings displayed on websites shall identify the name of the Listing Agent and Listing Firm.
  - f. The number of active listings that Registrants may view on or from a website in response to an inquiry will be limited to 100.
  - g. Participants displaying other Brokerage's listings obtained from other sources, e.g., other Associations/local boards, non-participating Brokers, etc. shall display the source from which each such listing was obtained.
  - h. A lesser maximum period, determined by the Cooperative, during which Registrants' passwords are valid, after which such passwords must be changed or reconfirmed.
  - i. The Cooperative may allow non-principal Brokers and sales licensees affiliated with Participants to operate internet websites, subject to Section 4.08 (2)(c) below.

#### 4.08 Using MLS® System Data (IDX/VOW)

##### 1. General

- a. VOW Defined: VOW means a Participant's Internet website (and, where authorized, websites of non-principal Brokers and sales licensees affiliated with MLS® Participants) through which consumers receive real estate Brokerage services, including the opportunity to search for MLS® System data subject to the Participant's overview, supervision, and responsibility.
- b. IDX Defined: Internet Data Exchange, also known as Brokerage Reciprocity, a reciprocal agreement among Brokers to allow the advertising of each other's listings on each other's websites.

- c. Active Listing Data: Listings in the MLS® System database with the status “A”, or listings exclusive to the Listing Brokerage that are available for purchase.
- d. Copyright: Participants acknowledge that the Cooperative has copyright ownership of the MLS® content and acknowledge that no copyright ownership of MLS® content flows to the Participant.
- e. Remedy for Failure to Comply: Participants acknowledge that the Cooperative may, in addition to all other remedies available for violation of its regulations and without limiting those remedies, require the Participant to immediately cease and close the operation of the Participant’s internet website upon written demand for any violation of these Rules.
- f. Authorization: Participants' use of listings of other Brokers in IDX is subject to the consent of such other Brokers. Brokers’ consent for display of their listings by other Participants in IDXs pursuant to these rules is presumed unless a Principal Broker Member independently and affirmatively withholds that consent ("opts out"). Principal Broker Members may independently "opt out" of the IDXs of other Participants. “Opting out” can be accomplished by notifying the Cooperative in writing, which shall cause a data field to be completed, indicating that the listings of this Brokerage have been designated as “opt out” listings. It is the responsibility of Participants to refrain from displaying the listings of Opted out Brokerages on their IDXs.
- g. Brokerages that opt out of IDX are authorized to have available for search and display on their IDX only the listings of that Brokerage.

## 2. Rules

*(BOD 09/25/2019) (BOD 09/21/2022)*

Participants operating IDX/VOW Websites shall comply with the following:

- a. Participant's website may not make available for search by or display to anyone the following data intended exclusively for other Participants and their affiliated licensees:
  - i. Instructions or remarks intended for cooperating Brokers only, such as these regarding showings or security of listed property. (Realtor /Private remarks).
  - ii. The Seller(s) and occupant(s) name(s) and contact details, where available.
- b. Listings or property addresses of sellers who have directed their Listing Brokerage to withhold their listing or their property address from display on the Internet, including, but not limited to, IDXs shall not be displayed. This does not preclude Listing Brokerages from displaying on their website(s) the listing or property address of consenting sellers.



- c. If non-principal Brokers or Associates are authorized by the Cooperative to operate websites with their Brokers' consent, such websites remain subject to the Brokers' control, and both the Principal Broker Member and the non-principal Broker or Associate shall be accountable under these rules.
- d. No portion of the MLS® System database shall be distributed, provided to or made accessible to any person for the purpose of operating a website except as provided for in these rules.
- e. Website(s) must display the Brokerage privacy policy informing Registrants and/or visitors how information they provide may be used, in accordance with applicable privacy legislation.
- f. Listings from the Cooperative may only be excluded from display on Participants' website based on objective criteria, e.g. type of property, listed price, and geographical location.

## 5. GENERAL RULES

### 5.01 Listing Brokerage's Rights

If the Listing Brokerage does not wish to enforce the Listing Contract against the Seller for collection of commission, then the Listing Brokerage will assign this contract to the Brokerage representing the Buyer. The Buyer's Brokerage may then enforce this contract against the Seller to collect that portion of the commission owed by the Seller to the Listing Brokerage, which the Listing Brokerage has agreed to pay to the Buyer's Brokerage.

### 5.02 Provision of Evidence

When a Member is to appear before the Arbitration & Professional Standards Committee for a hearing, he must supply all correspondence and documentation for the purpose of distribution to panel members. This material must be received at least seven (7) days prior to the hearing date.

### 5.03 Photo Copyrights (BOD 01/31/2024)

Without limiting any entitlements in section 8.03 for greater clarity, the Board shall be entitled to authorize any Board approved third party to use the compilation of the listing information or any components thereof.