



REALTORS®
Association of
Edmonton

Rules & Regulations

January 13th, 2026

3. RECORDING DEVICES

(BOD 01/13/2026)

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

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

(BOD 01/13/2026)

- 4.01 The Cooperative may permit Members to have access to MLS® System data through an IDX Feed or VOW Feed for their Websites in accordance with this section 4.

4.02 Terms and Definitions

- 1) For the purposes of this section 4:
 - a. The terms "Listing Brokerage", "MLS® Listing", "MLS® System", and "Seller" have the meanings assigned to those terms in Part 1, section 1.01 of these Rules and Regulations;
 - b. The term "Seller's Representative" has the meaning assigned to that term in Part 2, section 1.01 (mm) of these Rules and Regulations;
 - c. The terms "Broker", "Brokerage", "Cooperative", and "Member" have the meanings assigned to those terms in Part 6, section 1 of these Rules and Regulations;
 - d. "Access Agreement" means the agreement prescribed by the Cooperative and entered into between the Cooperative and a Member that allows a VOW Feed or IDX Feed to be provided to the Member's Website;
 - e. "Active Listing Data" means information and data within the MLS® System pertaining to MLS® Listings that have "Active" or "Pending" status as defined in Part 1, section 101 (t) of these Rules and Regulations;
 - f. "Consumer" means a person with whom a Member has established a relationship in accordance with provincial and/or federal laws whereby the Member is able to provide Brokerage services to that person;
 - g. "Detail Display" means enlarged images, the MLS® Listing number and additional text display of individual properties selected from a Thumbnail Display;
 - h. "IDX", or "Internet Data Exchange", means the Brokerage reciprocity agreement through which cooperating Brokerages are permitted to advertise each other's MLS® Listings;
 - i. "IDX Feed" means the provision of Active Listing Data by the Cooperative pursuant to the IDX in accordance with this section 4;
 - j. "Licensee" means a third-party who is contracted by a Member to provide Website services

where such services are to include an IDX Feed or VOW Feed and includes a franchise organization or Brokerage that is sponsored by a Member;

- k. "Licensee Agreement" means the agreement entered into between the Cooperative and a Licensee that allows a VOW Feed or IDX Feed to be provided to the Website of any Member on whose behalf the Licensee is acting;
 - l. "Mobile App" means a software application designed specifically for use on small wireless computing devices, such as smartphones or tablets, rather than desktop or laptop computers;
 - m. "REALTORS® Association of Edmonton" means the Cooperative;
 - n. "Scraping" means the use of a software program or other methods to extract MLS® System data or content, including photographs, images, and/or text, from a Website;
 - o. "Thumbnail Display" is a small and approximate version of a Detail Display;
 - p. "VOW Data" means information and data within the MLS® System pertaining to MLS® Listings whose status is "Active", "Pending" or "Sold" as defined in Part 1, section 1.01 (t) of these Rules and Regulations;
 - q. "VOW Feed" means the provision of VOW Data by the Cooperative in accordance with this section 4;
- 2) Authorization for an IDX Feed or VOW Feed may only be granted for a Website if it is the Website of a Member, meaning such website:
- a. Is under the control or direction of the Member, and
 - b. Functions as the Member's Website for real estate purposes.
- 3) The singular is deemed to include the plural, and vice versa, where the context so requires.

4.03 IDX Feed or VOW Feed Authorization

- 1) A Member may request access to an IDX Feed or VOW Feed for their Website by submitting an application to the Cooperative either:
- a. Directly to the Cooperative if the Member is operating the Website, or
 - b. Through a Licensee.
- 2) Any Member who applies for an IDX Feed through a Licensee must first ensure that a Licensee Agreement has been entered into between the Cooperative and the Licensee.
- 3) To obtain access to an IDX Feed or VOW Feed, a Licensee must:
- a. Be sponsored by a Member, and

- b. Submit an application to the Cooperative.
- 4) The form of the application required under subsection (1) or (3), and the Access Agreement or Licensee Agreement required under subsection (8), shall be as prescribed from time to time by the Cooperative.
- 5) Any Member who applies for an IDX Feed or VOW Feed must make their Website directly accessible to the Cooperative for testing purposes, to ensure compliance with these Rules and Regulations.
- 6) A Member's Website will only become, or continue to be, eligible for an IDX Feed and/or VOW Feed if the MLS® System data made available through the Website is for the purpose of providing Brokerage services to consumers.
- 7) The Cooperative may deny access to an IDX Feed or VOW Feed, or grant access to only one or the other, depending on:
 - a. The Member's licensing and/or disciplinary status, or
 - b. The Member's or Licensee's ability to comply, or history of compliance, with these Rules and Regulations.
- 8) Access to an IDX Feed or a VOW Feed will not be provided for a Member's Website until the Cooperative is satisfied that the requirements of this section 4 have been met and:
 - a. The Member has completed an Access Agreement, or
 - b. In the case of a Licensee, or a Member application through a Licensee, the Licensee Agreement has been fully completed.
- 9) Every Member who has access to an IDX Feed or VOW Feed approved for their Website must make their Website directly accessible to the Cooperative for monitoring purposes, to ensure compliance with these Rules and Regulations.
- 10) If a Member obtains access to an IDX Feed or VOW Feed for their Website through a Licensee, that Member remains responsible for ensuring that their Website complies with these Rules and Regulations and the terms of the Licensee Agreement.
- 11) A Member with an approved IDX Feed or VOW Feed for their Website must notify the Cooperative of any changes to their Website domain.
- 12) The Cooperative may:
 - a. Disable the IDX Feed and/or VOW Feed to a Member's Website, or require the Member to cease providing MLS® System data through the applicable Feed, if the Cooperative determines that the Member or their Website is in breach of this section 4 or any provision of the applicable access Agreement or Licensee Agreement; or

- b. Require a Member or Licensee to limit the use of MLS® System data obtained through an IDX Feed and/or VOW Feed to purposes that are consistent with this section 4.
- 13) A Broker may opt out of having their Brokerage's MLS® Listings displayed through an IDX Feed in accordance with section 4.07, but they cannot opt out of having their Brokerage's MLS® Listings displayed through a VOW Feed.

4.04 Copyright

- 1) The Cooperative has copyright ownership of the MLS® System data in accordance with Part 1, section 8 of these Rules and Regulations, and no copyright ownership flows to a Member or Licensee through the provision of an IDX Feed or VOW Feed.
- 2) Every page of a Member's Website that displays MLS® System data must contain a copyright notice as directed by the Cooperative.

4.05 Website and User Information Security

- 1) Members must ensure there are appropriate measures, such as firewalls, on all Websites through which MLS® System data may be displayed or accessible.
- 2) Members must:
 - a. Secure the MLS® System data through reasonable efforts to monitor for, and prevent, Scraping or any other unauthorized access, reproduction, or use, and
 - b. Immediately notify the Cooperative if the Member suspects, or has evidence, that Scraping has occurred.
- 3) A Member's Website must display their Brokerage's privacy policy informing users how any information the user provides may be collected, stored and used.
- 4) Subject to subsection (5), Members are prohibited from disclosing the identity and providing the personal information of any user of their Website to any other person or entity for compensation.
- 5) The only exception to the prohibition in subsection (4) is if the user's information is provided to another Member or Brokerage where:
 - a. The real estate activities of recipient Member or Brokerage principally consist of trading in the type of real estate that is listed on the MLS® System,
 - b. The user is searching for information about properties of a type, price, or location in respect of which the Member providing the information ordinarily does not provide real estate services, and
 - c. The number of user identities provided and the corresponding compensation received by the

Member providing the information is an insignificant portion of that Member's real estate activities.

4.06 Display of MLS® System Data on Websites

- 1) A Member may not display, or allow access to, MLS® System data on their Website unless the Member is authorized to do so.
- 2) Where a Member's Website displays MLS® System data, there must be prominent notices to the effect that:
 - a. The MLS® System data may only be used by Consumers for the purpose of purchasing or selling real estate: and
 - b. MLS® System data is deemed reliable but is not guaranteed accurate by the REALTORS® Association of Edmonton.
- 3) Where a Member's Website displays other data relating to an MLS® Listing simultaneously with MLS® System data, the Member must indicate the source for that non-MLS® System data.
- 4) Members must not alter, modify, manipulate or obscure the MLS® System data, or any required disclaimers or notices related thereto.
- 5) The MLS® System data that is displayed in response to searches by users of a Member's Website must only include the MLS® System data that the Member is authorized to display, and must include:
 - a. Any specific MLS® Listing data fields when the display is prohibited at the request of the Seller, Listing Brokerage, or the Cooperative;
 - b. Private remarks that are intended for cooperating Brokerages only, including instructions relating to accessing a property or the security of a property;
 - c. The name and/or contact information of the Seller(s) or occupants(s) of a property;
 - d. In the case of an IDX Feed, the MLS® Listings of any Brokerage that has opted out pursuant to section 4.07;
 - e. Non-MLS® System data, except in accordance with subsection (3); and
 - f. Listings that are exclusive to the Listing Brokerage and not listed on the MLS® System.
- 6) Subject to subsection (7), where a Member's Website displays MLS® Listing information, each Website page displaying MLS® Listing information must prominently and legibly include:
 - a. The name of the Member whose Website is displaying the MLS® Listing information, as well as the name of the Brokerage with which they are registered,

- b. The MLS® number for each MLS® Listing about which information is displayed, and
 - c. Any disclaimer or notice required by this section 4.
- 7) Where a Member's Website displays information pertaining to an MLS® Listing of another Member, the Website page displaying such MLS® Listing information must:
- a. Include a disclaimer indicating that the MLS® Listing is not that of the Member whose Website is displaying the information;
 - b. Identify the name of the Seller's Representative and the Brokerage for that MLS® Listing; and
 - c. Not include any other advertising, contact information or branding within the body of the MLS® Listing Information being displayed.
- 8) For the purposes of subsection (7), the "body" of an MLS® Listing display shall be the space on the Website page whose borders are delimited by the utmost extent in each direction of the MLS® Listing text and photo data.
- 9) The display requirements in subsections (6) and (7) do not apply to a Thumbnail Display, however, such Thumbnail Display must link to a display that contains the required information.
- 10) MLS® Listings may only be excluded from display on a Member's Website based on objective criteria such as location, list price or property type.
- 11) MLS® System data that is made available through an IDX Feed or VOW Feed must be refreshed at least every 24 hours and must indicate the time of the last update.
- 12) A Member's Website may not display, in response to any Consumer's inquiry, more than:
- a. 1500 Listings total, with a maximum of 100 Listings per page, obtained through an IDX Feed, or
 - b. 50 Listings obtained through a VOW Feed.

4.07 IDX Feed

- 1) Brokers are deemed to have consented to the display of their Brokerage's MLS® Listings by other Members through and IDX Feed unless the Broker, on behalf of their Brokerage, expressly opts out of the IDX by providing written notice of that decision to the Cooperative.
- 2) If a Broker opts out of the IDX pursuant to subsection (1), then that Broker's Brokerage, including all Members registered with that Brokerage, may:
 - a. Not utilize an IDX Feed that includes the MLS® Listing of other Brokerages that have not opted out, and
 - b. Only have that Brokerage's MLS® Listings available for search or display on their Websites.

- 3) The MLS® Listings of a Brokerage that has opted out will have a data field indicating that those MLS® Listings are designated as opted out.
- 4) Members with a Website that provides MLS® System data through an IDX Feed must refrain from displaying MLS® Listings that are designated as opted out.

4.08 VOW Feed

- 1) A Member may provide information and Brokerage services to a Consumer utilizing a VOW Feed to the Member's Website, but only in accordance with this section 4, and only after completing all actions, disclosures and forms required by provincial and/or federal laws to enable the Member to provide Brokerage services to that Consumer.
- 2) Prior to allowing a Consumer access to MLS® System data through the VOW Feed to their Website, the Member must ensure the Consumer's information is confirmed as follows:
 - a. The Consumer must be required to provide their name, current telephone number and valid email address, and agree to the Website's terms of use; and
 - b. The Consumer's information must be confirmed through an email verification process, where an email must be sent to that Consumer using the email address they supplied, to confirm that it is a valid email address and to confirm that the Consumer has agreed to the Website's terms of use.
- 3) When the confirmation process set out in subsection (2) is complete, the Consumer must supply, or be supplied with, a username and password, the combination of which must be different from all other users of the Member's Website.
- 4) A consumer must only be permitted to access MLS® System data through the VOW Feed to a Member's Website when the requirements of subsection (2) and (3) have been met.
- 5) A Member's Website must not allow automated login by Consumers, and a Consumer must be required to confirm their username and password each time they access MLS® System data through the VOW Feed to the Member's Website.
- 6) A Consumer's password and VOW Feed access must expire after 90 days, after which the Consumer must change and re-confirm their password to regain access to the MLS® System data through the VOW Feed to a Member's Website.
- 7) For a Consumer to agree to the terms of use of a Member's Website in accordance with subsection (2), the Consumer must be required to review and affirmatively express agreement, via mouse click or some similar mechanism, to terms of use that provide for at least the following:
 - a. The Consumer must acknowledge that the terms of use do not create an agency relationship with the Member;

- b. All MLS® System data and information obtained through the VOW Feed is intended only for the Consumer's personal, non-commercial use,
 - c. The Consumer has a bona fide interest in the purchase, sale or lease of real estate of the type being searched using the Member's Website,
 - d. The Consumer will not copy, redistribute or retransmit any of the MLS® System data or information obtained through the VOW Feed.
 - e. The Consumer must acknowledge the Cooperatives ownership of the copyright in the MLS® System data and the validity thereof, and
 - f. The Consumer must acknowledge and agree that all information submitted by the Consumer through the Member's Website may be provided to the Cooperative and may be used by the Cooperative to administer the VOW Feed and investigate any breach of security of the MLS® System data, or breach of these Rules and Regulations.
- 8) The terms of use of a Member's Website as required under this section 4.08 must not impose a financial obligation on the Consumer or be used to create any representation agreement between the Consumer and the Member.
- 9) A Member with a Website receiving MLS® System data through a VOW Feed must at all times maintain:
- a. An audit trail of the activity of the Website's users, and
 - b. A record of the name, telephone number, email address, username and password of each authorized Consumer for at least 180 days after the expiration of the Consumer's password.
- 10) If the Cooperative has reason to believe that a Member's Website to which a VOW Feed is provided has caused or permitted a breach of these Rules and Regulations, or a breach in the security of the MLS® System data, and where such breach is related to the access to the VOW Feed by one or more Consumers or Website users, then the following shall apply:
- a. The Cooperative may request a copy of the information required pursuant to subsection (9) that relates to any Consumer or user suspected by the Cooperative of being involved with or connected to such a breach; and
 - b. The Member must immediately comply with any such request.
- 11) A Member who operates a Website through which a VOW Feed is provided must immediately advise the Cooperative whenever they suspect any unauthorized access or use of the MLS® System data obtained through the VOW Feed, including any suspected security breach, error or bug, breach of the terms of use, or Scraping.