

AVAILABLE TCMLS DATA FEEDS

TCMLS Participants and Subscribers (members) can request a RETS data feed to supply MLS listing information to their real estate products.

Requirements

- TCMLS member in good standing
- **\$25 processing/application fee per data feed application billed to the requesting member**
- Two IP addresses to be white-listed for access to RETS Server

Access is billed on a per data feed basis to the consultant/vendor OR the requesting member if the data feed is self-managed by the member.

1.) **IDX Display (Internet Data Exchange)**

Access to a subset of MLS approved fields for display at internet **public search website or mobile product** controlled by member in accordance with TCMLS rules and IDX policy. URL of website and/or mobile product name will be required for compliance verification at the time of submission and on an annually basis.

Access Fee per Data Feed (consultant/vendor):

Activation/Setup Fee: \$150

Access Fee: \$500/annually

2.) **VOW (Virtual Office Website)**

Access to a subset of MLS approved fields for use at **virtual office website** controlled by member in accordance with TCMLS rules and VOW policy. URL of website and login credentials will be required for compliance verification at the time of submission and on an annually basis.

Access Fee per Data Feed (consultant/vendor):

Activation/Setup Fee: \$150

Access Fee: \$500/annually

3.) **CUSTOM (CMA, Back-Office Management Software, Etc)**

All other member access requests are classified as CUSTOM and will be reviewed on a case-by-case basis by the MLS Committee. Consultants and members are required to provide detail information on what fields will be required, how the data will be used and are encouraged to provide screenshots + demo of the product/service. Access to the product with login credentials will be required for compliance verification at the time of submission and on an annually basis.

Access Fee per Data Feed (consultant/vendor):

Activation/Setup Fee: \$250

Access Fee: \$500/annually

4.) **PARTICIPANT/BROKER DATA FEED**

Access to all listing data fields submitted by the Broker-participant's firm. Please contact the MLS office for additional information.

Access Fee per Data Feed (broker-participant):

Activation/Setup Fee: \$150

Access Fee: \$0/annually

Consultant may utilize the data feed to service multiple TCMLS participant/subscribers; however, each TCMLS participant/subscriber must submit a data access request form and be granted access by the MLS before consultant can utilize the data feed to supply listing information. The MLS reserves the right to terminate consultant's data feed if participant/subscriber is no longer an active member of the MLS. Data access request form, signed by both the participant/subscriber and consultant, is required and must include detail information on what data is needed and how data will be used. The data access request can be faxed (ATTN: MLS Data Feed) to 559-627-9441 or e-mailed to mlsstaff@tcmls.org. The MLS Committee and Board of Directors shall review all data access requests (once a month). Turnaround time is 4-6 weeks. If approved, staff shall contact and send invoices to the participant/subscriber and consultant. RETS login credentials and approvals shall be given to the designated data feed user once all outstanding financial obligations have been fulfilled.

What is RETS?

<http://www.realtor.org/field-guides/field-guide-to-real-estate-transaction-standards-rets>

<http://rapattoni.com/rets>



Data Access Request Form

Tulare County Multiple Listing Service

2424 E Valley Oaks Drive, Visalia CA 93292 P (559) 627-1776

F (559) 627-9441

www.tcmls.org

Please complete this order form and return with the signed Data Access Agreement. Data access requests are reviewed by the MLS Committee for approval.

Please indicate the reason for access to TCMLS data feed: (choose one)

IDX Display *Internet Data Exchange (IDX) is a MLS data access policy (also known as "Broker Reciprocity") which allows MLS Participants to electronically display approved MLS listings on websites and mobile applications that Participants control. Participants exchange consent to display each other's listings and agree to abide by MLS rules, IDX policy and TCMLS data access agreement.*

I wish to participate in the Internet Data Exchange (IDX) program and will use the MLS data feed for IDX Display at the website or mobile application listed below (must indicate display location):

Website (URL): _____

Mobile Application: _____

VOW I wish to utilize the data feed at the Virtual Office Website listed below:

Website (URL): _____

Custom Solution
I wish to utilize the data feed for the following reason(s) (ie: CMA, back-end office management app, etc):

MEMBER INFORMATION

Complete this section if request is for an AGENT:

Member Name: _____ Agent ID: _____

Office Name: _____ Office ID: _____

Complete this section if request is for the OFFICE:

Broker Name: _____ Agent ID: _____

Office Name: _____ Office ID: _____

CONSULTANT INFORMATION

Consultant/Company Name: Constellation Web Solutions

Contact Name: Dan Dlhj

Contact Email: brokersolutions@constellationws.com Contact Phone: 425-636-6910

Mailing Address: 6737 W. Washington Street, Suite 2120, Milwaukee, WI 53214

Consultant invoices and reminder notifications will be sent to the consultant billing addresses listed below. Payment of fees may be made with a credit card or by check payable to TCAOR.

Billing Email: blynch@constellationws.com

Billing Address: 6737 W. Washington Street, Suite 2120, Milwaukee, WI 53214

Please provide **two (2)** IP addresses to be white-listed for access to the RETS Server:

Primary IP address: 207.38.102.16

Secondary IP address: 207.38.102.83

This form is a request to the MLS Committee to authorize access to Tulare County Multiple Listing Service Real Estate Transaction Standard (RETS) data feed. Member and Consultant are responsible to read all RETS documentation regarding RETS server access and server access rules (<http://rapatoni.com/rets>). Member and Consultant understands and accepts responsibility for the parties listed on the data access agreement and will ensure data access usage is in compliance with Tulare County Multiple Listing Service rules and data access policy.

TULARE COUNTY MULTIPLE LISTING SERVICE DATA ACCESS AGREEMENT

THIS ACCESS, CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT is entered into effective as of the date set forth on the attached term sheet ("TERM SHEET") by the Tulare County Multiple Listing Service ("PROVIDER"), and the individual(s), firm(s) ("PARTICIPANT") and the individual(s), consultant(s), firm(s) ("LICENSEE") listed on the TERM SHEET with reference to the following facts.

RECITALS

A. PROVIDER operates an online computerized real estate multiple listing service for subscribers and participants, which provides multiple listing data and other information (the "SERVICE") to its Participants, Subscribers and other authorized parties (collectively "AUTHORIZED USER"). The listing data and other information in the SERVICE shall be referred to hereinafter as "LICENSED DATA". The LICENSED DATA, together with related software, source code, object code, diagrams, flow charts, IP addresses, access codes and passwords is referred to hereinafter as "CONFIDENTIAL INFORMATION".

B. PARTICIPANT is an AUTHORIZED USER of the SERVICE.

C. PARTICIPANT wishes for LICENSEE to have limited access to certain LICENSED DATA and the SERVICE for the specific purposes set forth in the TERM SHEET.

D. PROVIDER is willing to grant LICENSEE limited access to certain SERVICE information pursuant to the terms and subject to the conditions contained in this Agreement.

IT IS AGREED:

1. **Access to System.** PROVIDER hereby grants LICENSEE limited access to the SERVICE to retrieve only LICENSED DATA described in the TERM SHEET, from the SERVICE, and for only the purposes set forth in the TERM SHEET.

2. **Ownership of LICENSED DATA.** PROVIDER is and shall always remain the exclusive owner of the LICENSED DATA and CONFIDENTIAL INFORMATION. LICENSEE acknowledges that the LICENSED DATA and CONFIDENTIAL INFORMATION constitute intellectual property and is a valuable commodity of PROVIDER and is proprietary to PROVIDER. All proprietary rights in such LICENSED DATA and CONFIDENTIAL INFORMATION shall remain with PROVIDER. PROVIDER represents and LICENSEE acknowledges that PROVIDER has all exclusive intellectual property rights in the LICENSED DATA and CONFIDENTIAL INFORMATION including all compilations of such data in the MLS data base maintained within the LICENSED DATA, all of which is and always shall be the exclusive property of PROVIDER. LICENSEE acknowledges PROVIDER's claim that the LICENSED DATA and CONFIDENTIAL INFORMATION constitutes valuable trade secrets proprietary to PROVIDER. LICENSEE shall not disclose or use the LICENSED DATA and CONFIDENTIAL INFORMATION except as specifically provided in this Agreement without the express written consent of PROVIDER. LICENSEE agrees to use reasonable efforts to safeguard the LICENSED DATA and CONFIDENTIAL INFORMATION from unauthorized use by third parties. LICENSEE will not provide access to nor disclose any of the LICENSED DATA or CONFIDENTIAL INFORMATION to any third party except as set forth on the TERM SHEET.

3. **Rights to LICENSED DATA and CONFIDENTIAL INFORMATION.** This Agreement shall not be construed to grant to LICENSEE any ownership in the LICENSED DATA or CONFIDENTIAL INFORMATION and expressly prohibits LICENSEE from remarketing, re-commercializing and/or disseminating the LICENSED DATA or CONFIDENTIAL INFORMATION at any time to any party other than PARTICIPANT, except where specifically authorized by this Agreement. Furthermore, LICENSEE is expressly restricted from: (i) any use of the LICENSED DATA or CONFIDENTIAL INFORMATION for any purpose other than as described in the TERM SHEET; (ii) modifying the LICENSED DATA in any way; or (iii) attempting to reverse engineer the LICENSED DATA or CONFIDENTIAL INFORMATION.

4. **Term.** The term of this Agreement begins on the effective date as set forth by PROVIDER on the TERM SHEET. PROVIDER has the right, at any time and at its sole discretion, to terminate this Agreement. This Agreement shall terminate upon PROVIDER's notice to PARTICIPANT and LICENSEE that this Agreement is terminated. LICENSEE may, upon thirty (30) days written notice, terminate this Agreement.

5. **Access Fees.** PARTICIPANT and LICENSEE shall pay fees set forth by the terms in this Agreement.

6. **Confidentiality and Nondisclosure.** LICENSEE agrees that it shall not disclose, nor permit any of its agents or employees to disclose any of the CONFIDENTIAL INFORMATION or any LICENSED DATA to any unauthorized third party without first obtaining the written consent of PROVIDER. LICENSEE shall promptly notify PROVIDER in writing of any suspected non-compliance or breach of the confidentiality provisions of this Agreement, and where a non-compliance or breach occurs, PROVIDER may seek appropriate relief, including damages and injunctive relief, in any court of appropriate jurisdiction. For these purposes, PROVIDER shall hereby be deemed a third party beneficiary or assignee of LICENSEE's rights and claims and is empowered to prosecute and defend its rights hereunder as against any such non-complying or breaching entity or individual.

7. **PROVIDER Rights.** PROVIDER shall retain its rights, title and interest in the SERVICE, the LICENSED DATA, and the CONFIDENTIAL INFORMATION, including all functionality, copyright and patent rights as provided under state and federal law. Any modifications or improvements made to the SERVICE, the LICENSED DATA, or the CONFIDENTIAL INFORMATION shall remain the property of the PROVIDER.

8. **LICENSEE's Obligations.** As a material part of the consideration for this Agreement, LICENSEE agrees that LICENSEE:

- (a) Will comply with PROVIDER's rules and regulations;
- (b) Will not knowingly permit any access to the SERVICE by any person(s) other than PARTICIPANT;
- (c) Will not copy or make any use, alteration, adaptation, addition, change or revision of the LICENSED DATA or CONFIDENTIAL INFORMATION, other than to make it available to PARTICIPANT within the terms of this Agreement;
- (d) Will design and maintain its connection in such a way that it does not impair or damage the performance of the SERVICE in any way;
- (e) Will not enter into any license, sublicense, access, electronic connection or another agreement or arrangement which would permit access to the SERVICE, or any portion thereof, to any party other than PARTICIPANT and others as may be allowed by the terms of this Agreement;
- (f) Will not subcontract, assign, delegate or otherwise transfer any right or obligation under this Agreement without PROVIDER's written consent, except as set forth in this Agreement;
- (g) Will establish and maintain firewalls, filters, and such additional and/or complementary security systems in place as may be reasonably necessary in order to provide reasonable assurances that the data is secure and the connection may not be used to access the SERVICE, except by PARTICIPANT and those authorized by the terms of this Agreement; and
- (h) Will not use PROVIDER's name or make any reference to PROVIDER or its LICENSED DATA or SERVICE in any manner, except as may be authorized in writing, by PROVIDER.

9. **Compliance.** LICENSEE shall provide PROVIDER access to services set forth by the terms in this Agreement for the purpose of rules compliance verification.

10. **Indemnification.** LICENSEE agrees to defend, indemnify and hold harmless PROVIDER against any action against PROVIDER on account of LICENSEE's use of the LICENSED DATA as set forth herein; provided, however, that this indemnification provision shall not apply to actions resulting from PROVIDER's violation of any third party patent, copyright, or trade secret.

11. **Disclaimer.** PROVIDER does not make and hereby disclaims, and PARTICIPANT and LICENSEE hereby expressly waive, any and all representations and warranties, express or implied (except as may be set forth in this Agreement), including all warranties of merchantability and fitness for a particular purpose. In no event shall PROVIDER be liable to PARTICIPANT or LICENSEE or to any third party for loss or damages, arising out of the use or performance of the SERVICE even if PROVIDER has been advised of the possibility of such damages. Any defect or malfunction in the SERVICE or LICENSED DATA will be corrected in the sole discretion of PROVIDER, upon the written request of PARTICIPANT or LICENSEE. If PARTICIPANT or LICENSEE request PROVIDER to correct any defects or malfunctions or render any other services, PARTICIPANT or LICENSEE, as the case may be, shall reimburse PROVIDER at rates to be determined by PROVIDER. The entire risk as to the quality and performance of the LICENSED DATA and SERVICE is upon PARTICIPANT and LICENSEE.

PROVIDER's sole liability and PARTICIPANT's and LICENSEE's exclusive remedy for any defect which impairs LICENSEE's use of the SERVICE for the purposes stated herein shall be the right to terminate this Agreement.

12. **Remedies.** In the event of a default on the part of either party, the non-defaulting party may terminate this Agreement, effective immediately. This paragraph shall be in addition to any other rights or remedies which either party may have at law or in equity, except as limited by this Agreement.

13. **Attorneys' Fees.** In the event suit or action is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorneys' fees and costs at trial or on appeal of such suit or action.

14. **Applicable Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

15. **Merger.** This Agreement, including any exhibits and schedules attached and made a part hereof, sets forth the full and complete understanding of the parties with respect to the subject matter of this Agreement, and, except with respect to the Agreement between PARTICIPANT and PROVIDER, there is no other agreement, contract or understanding, whether written or oral, between or among any of the parties with respect to access to the SERVICE. PROVIDER may amend this Agreement by giving notice to Participant of proposed amendments; if Participant continues using the services described herein thirty (30) days after the date of the notice, PARTICIPANT and LICENSEE shall be deemed to have assented to the proposed amendments.

**Tulare County Multiple Listing Service
AND THE BELOW LISTED PARTIES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized representatives as of the Effective Date as set forth by PROVIDER.

Effective Date: _____

PROVIDER – Tulare County Multiple Listing Service

PARTICIPANT – Broker (Required)

Signature - Date

Name, Title
Tulare County Multiple Listing Service

Company Name
2424 E Valley Oaks Drive

Street Address
Visalia, CA 93292

City, State, Zip
tcmls@tcmls.org

E-mail Address
559-627-1776

Phone Number
559-627-9441

Facsimile Number

Signature - Date

Name, Title

Company Name

Street Address

City, State, Zip

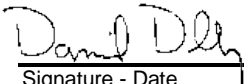
E-mail Address

Phone Number

Facsimile Number

LICENSEE - Consultant

PARTICIPANT – Agent (if Applicable)



Signature - Date
Dan Dlh, Data & Compliance Manager

Name, Title
Constellation Web Solutions

Company Name
6737 W. Washington Street, Suite 2120

Street Address
Milwaukee, WI 53214

City, State, Zip
brokersolutions@constellationws.com

E-mail Address
425-636-6910

Phone Number
866-299-4385

Facsimile Number

Signature - Date

Name, Title

Company Name

Street Address

City, State, Zip

E-mail Address

Phone Number

Facsimile Number

EXHIBIT A IDX Rules

12.16 Use of Listing Information on Internet [Also known as Internet Data Exchange ("IDX")]. "Internet Data Exchange" ("IDX") is a means by which listing brokers permit limited electronic display and delivery of their active, pending and sold listing data, in accordance with the IDX rules set forth herein, by other participating Broker Participants and R.E. Subscribers via the following authorized mediums under said Broker Participants and R.E. Subscribers control: websites, mobile apps and audio devices. As used throughout this policy, "display" includes "delivery" of such listings.

(a) Authorization. Subject to paragraphs (b) through (s) below, and notwithstanding anything in these rules and regulations to the contrary, Broker Participants and R.E. Subscribers may electronically display aggregated MLS active, pending and sold listing information through either downloading or by framing such information on the MLS or association public access website (if such a site is available). The MLS's download will include publicly accessible sold listing data starting from January 1, 2012. "Publicly accessible" sold information as used in the IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records.

(b) Consent. The listing brokers' consent for such internet display is presumed, in satisfaction of Rule 12.8, unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display on either on a blanket or on a listing-by listing basis. Listing brokers that refuse to permit other Broker Participants or R.E. Subscribers to display their listing information on a blanket basis may not display MLS active listing information of other brokers' listings. Even where listing brokers have given blanket authority for other Broker Participants and R.E. Subscribers to partake in IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis where the seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution.

(c) Control. Broker Participants and R.E. Subscribers may only partake in IDX display on websites applications for mobile devices and audio devices, which they control. Under IDX policy, "control" means that Broker Participants and R.E. Subscribers must have the ability to add, delete, modify and update information as required by the IDX policy. All displays of IDX listings must also be under the actual and apparent control of the Broker Participant and/or R.E. Subscriber, and must be presented to the public as being that Broker Participant's and/or R.E. Subscriber's display. Actual control requires that Broker Participants and R.E. Subscribers have developed the display, or caused the display to be developed for themselves pursuant to an agreement giving the Broker Participant and/or R.E. Subscriber authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer receiving the Broker Participant's and/or R.E. Subscriber's display will understand the display is the Broker Participant's and/or R.E. Subscriber's, and that the display is controlled by the Broker Participant and/or R.E. Subscriber.

(d) Display Content. Broker Participants and R.E. Subscribers shall not display confidential information fields, as determined by the MLS in the MLS's sole discretion, such as that information intended for buyer brokers rather than consumers.

(e) Listing Attribution. All IDX listing displays 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. Such identification shall be in a reasonably prominent location and provide clear, conspicuous written or verbal identification of the name of the listing firm and listing agent. Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, "tweets", etc of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from this disclosure requirement only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

(f) Modifications and Augmentations. Broker Participants and R.E. Subscribers shall not modify or manipulate information relating to other participants listings. Broker Participants and R.E. Subscribers may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

(g) Source and Update. Information displayed shall indicate the MLS as the source of the information being displayed and the most recent date updated. Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, "tweets", etc of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from this disclosure requirement only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. Broker Participants and R.E. Subscribers shall update all downloads and refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours.

(h) Usage Limitations. Broker Participants and R.E. Subscribers shall indicate on their displays 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. Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, "tweets", etc of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from this disclosure requirement only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

(i) Display Purpose. Broker Participants and R.E. Subscribers may not use IDX-provided listings for any purpose other than display as provided in these rules. This does not require Broker Participants and R.E. Subscribers to prevent indexing of IDX listings by recognized search engines.

(j) Restricted Display. Listings, including property addresses, can be included in IDX display except where sellers have directed their listing brokers to withhold their listings or the listings' property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs).

(k) Selective Listing Display. Not all listings from the MLS must be displayed as long as any exclusions from display on Broker Participants' and R.E. Subscribers' IDX sites are based on objective criteria, e.g. type of property, listed price, listing status or geographical location. Selection of listings displayed on any IDX site must be independently made by each Participant.

(l) Restricted Access and Distribution. Sharing of the MLS compilation with any third party not authorized by the MLS is prohibited. Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide or make any portion of the MLS database available to any person or entity.

(m) Brokerage Identification. Any IDX display controlled by a Broker Participant or R.E. Subscriber must provide clear conspicuous written or verbal identification of the name of the brokerage firm under which they operate.

(n) Co-Mingling. A Broker Participant or R.E. Subscriber may co-mingle listings through IDX from this MLS with listings from other MLS sources on its IDX display, provided all such displays are consistent with these IDX rules, and the MLS Participant (or MLS subscriber) holds participatory rights in those MLSs. Co-mingling is the ability for a visitor to the website to execute a single property search of multiple IDX feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. Listings obtained from other MLSs must display the source from which each such listing was obtained. Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, "tweets", etc of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from this disclosure requirement only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

(o) Third Party Comments and Automated Value Estimates. Any IDX display controlled by a Broker Participant or R.E. Subscriber that (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Broker Participants' and R.E. Subscribers. Except for the foregoing and subject to section (o) below, a Broker Participant's or R.E. Subscriber's IDX display may communicate the Broker Participant's or R.E. Subscriber's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its viewers that a particular feature has been disabled at the request of the seller.

(p) Making Corrections. Broker Participants and R.E. Subscribers shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of Broker Participants and R.E. Subscribers beyond that supplied by the MLS and that relates to a specific property. Broker Participants and R.E. Subscribers shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the Broker Participants and R.E. Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

(q) Search Result Limitation. Broker Participants and R.E. Subscribers shall limit the number of listings that a viewer may view, retrieve, or download to not more than 500 in response to any inquiry.

(r) Advertising. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Broker Participant's and/or R.E. Subscriber's logo and contact information is larger than that of any third party.

(s) Disclaimer. Broker Participants and R.E. Subscribers shall indicate on their displays, in a manner readily visible to consumers but not less than 7pt type, the following, or substantially similar, notice:

Based on information from the Tulare County Association of REALTORS® (alternatively, from the Tulare County MLS) as of _____ (date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, "tweets", etc of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes the required disclosure. Audio delivery of listing content is exempt from this disclosure requirement only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

12.16.1 Notification by Authorized Participants and Subscribers. Broker Participants and R.E. Subscribers partaking in the display of IDX information of other brokers' listings pursuant to Section 12.16 must notify the MLS before displaying said IDX information and must give the MLS direct access as well as allow access for other MLS Participants for purposes of monitoring/ensuring compliance with applicable rules and policies.

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 Broker Participants and R.E. Subscribers who request downloading of listing information pursuant to Section 12.16.

12.16.3 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 also 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 anything 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.

12.17 Website Name and Status Disclosure. MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of Subscribers affiliated with a Participant's firm shall disclose the firm's name and the Subscriber's state(s) of licensure in a reasonable and readily apparent manner.

12.18 Use of the Terms MLS and Multiple Listing Service. No MLS Participant or Subscriber shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants and Subscribers shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

EXHIBIT B VOW Rules

12.19 Virtual Office Websites ["VOW"]

Section 12.19.1 (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 MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant (i.e. Subscriber) may, with his or her Participant's consent, operate a VOW. Any VOW of a Subscriber is subject to the Participant's oversight, supervision, and accountability.

(b) As used in Section 12.19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees (i.e. Subscribers) – 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 Subscriber, 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 MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 12.19 of these Rules, the term "MLS Listing Information" refers to active listing information and non-confidential pending and sold data provided by participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 12.19.2 (a): The right of a Participant's VOW to display 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") as set forth in Rule 12.16.

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

Section 12.19.3 (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her 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 his or her 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 MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, 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 the MLS, 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 the MLS's ownership of, and the validity of the MLS's copyright _____ in, _____ the _____ MLS _____ 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 the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS 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 12.19.4: 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 sales licensee licensed with the Participant (i.e. subscriber), 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 12.19.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS 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 concurrently by the MLS

Section 12.19.6 (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 the MLS 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:

Seller Opt-Out Form

1. Please check either Option a or Option b

a. [] I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
OR

b. [] I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

initials of seller

(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 12.19.7:

(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 MLS 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 12.19.8, 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 12.19.8: 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 MLS 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 12.19.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 12.19.10: Except as provided in these rules, the VOW Policy set forth in Exhibit A hereto or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 12.19.11: A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 12.19.12: 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 12.19.13: A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy set forth in Exhibit A hereto and any other applicable MLS rules or policies.

Section 12.19.14: A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 12.19.15: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- a. Expired or withdrawn listings.
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or seller reserve.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- e. Instructions or remarks intended for buyer brokers only, such as those regarding showings or security of listed property.

Section 12.19.16: A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS 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 MLS 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 12.19.17: A Participant shall cause to be placed on his or her VOW in a manner readily visible to consumers but not less than 7pt type, the following, or substantially similar notice:

Based on information from the Tulare County Association of REALTORS® (alternatively, from the Tulare County MLS) as of _____ (date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 12.19.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 12.19.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

(Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.)

Section 12.19.20: A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

Section 12.19.21: A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her 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 12.19.22: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 12.19.23: A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 12.19.24: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 12.19.25: 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, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

EXHIBIT C - Licensed Data Available for Access

Agent Information

City
Fax Phone
Last Date Modified
License Number
MLSID
Name
NRDS ID
Office Name
Office Phone
Contact Phone Number
Language
Phone Extension
License Type
Webpage Address

Office Information

Email
Fax Phone
Branch Type
Is Active in the MLS
Last Date Modified
License
MLSID
Office Address
Office Name
Phone Number
Responsible Member
Main Office Number
Webpage Address
Office Contact Member

Open House

Address
Agent Name
End Date Time
Office Name
Start Date Time
Time Comments

Searchable Property Types

Residential
Mobile Homes
Lots and Land
Income Property
Farm and Ranch
Commerical
Business Opportunity

Searchable Status

Active
Pending
*Sold (1/1/12 to current)**

Property Information

of Carports
of Garage Spaces
Uncovered Parking
Accessibility
APN
Appliances
Area
Bathrooms
Bedrooms
City
Cooling
County
Cross Street
Days on Market
Directions
Downstairs Bath
Downstairs Bed
Electric
Exterior Features
Fireplace
Flooring
Foundation
Green Energy
Heating
HOA
Horse Property
Interior Features
Latitude
Last Date Modified
Laundry Features
Listing Agent Name
Listing Co-Agent Name
Listing Date
Listing Number
Listing Price
Longitude
Lot Features
Marketing Remarks
New Construction
Other Structures
Parking Features
Patio
Pool
Price per Square Foot
Property Subtype
Property Type
Public Viewable
Publish VOW
Roofing
Rooms
Search Price
Selling Date
Selling Price

Property Information Continued

Sewer
Show Address to Public
Square Footage
State
Status
Stories
Street Address
Unit
Utilities
Water
Year Built
ZIP

LICENSED DATA such as photos, marketing remarks, features, etc that is not available in city, county, state and other government records can NOT be display for listings in SOLD status (MLS rule 12.16a). *