

# **BROKER RECIPROCITY IMPLEMENTATION GUIDE**

**Charleston Trident Multiple Listing Service**  
5300 International Blvd. Ste. C-105, Charleston, SC 29418  
(843) 760-9400, fax (843) 760-9410

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# I. Rules & Regulations

## Enhanced IDX (Internet Data Exchange) Policy

**Section 15.** The Charleston Trident Multiple Listing Service, Inc. enables MLS Participants to display on Participants' public websites aggregated MLS active listing information subject to the requirements of state law and regulation. Upon request by a Participant, CTMLS will provide basic "downloading" of current listing information. For purposes of this policy, "downloading" means electronic transmission of data from MLS servers to Participants' servers on a persistent or transient basis, at the discretion of the MLS excluding the listing of any seller who affirmatively directs that the listing not appear on the Internet or other electronic forms of display or distribution.

Participants must (1) utilize appropriate security protection, such as firewalls, provided that any security obligations imposed on Participants may not be greater than those employed concurrently by the MLS, and (2) maintain an audit trail of consumer activity on the IDX site and make that information available to the MLS if the MLS has reason to believe that a Participant's IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

**15.1 Authorization:** Listing brokers' consent for IDX display is presumed unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display (either on a blanket or on a listing-by-listing basis).

**15.2 Participation:** If a Participant refuses on a blanket basis to permit IDX display of that Participant's listings, then that Participant may not display the aggregated MLS data of other Participants on an IDX site.

Access to MLS databases of current listing information, or any part of such databases, may not be provided to any person or entity not expressly authorized such access under the MLS rules.

Participants Internet Web sites may also provide other features, information, or services in addition to IDX information which are not subject to this policy. (example: registration form, mortgage calculator, link to Chamber, information about the Participants company, etc)

### 15.3 Policies applicable to Participants' IDX sites

15.3.1. Participants must notify the MLS of their intention to establish an IDX site and make their IDX site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

15.3.2. Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction or use of the MLS database.

- a. Reasonable efforts shall include but not be limited to:
  1. Monitoring the web site for signs that a third party is "scraping" data and
  2. Prominently posting notice that any use of search facilities of data on the site, other than by a consumer looking to purchase real estate, is prohibited.
- b. If a Participant suspects "scraping" of the data has occurred, the suspicion and any evidence must be reported to the CTMLS immediately for investigation and action.

15.3.3. Listings of sellers who have directed their listing brokers to withhold their listing from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing of consenting sellers.

15.3.4. Participants may exclude listings from display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography, list price, type of property, or cooperative compensation offered by listing brokers.

15.3.5. Participants must refresh all MLS downloads and refresh all MLS data at least once every 72 hours.

15.3.6. Except as provided elsewhere in this policy or elsewhere in an MLS's rules and regulations, an IDX site or Participant operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.

15.3.7 The "Broker Reciprocity or IDX Database" is the current aggregate compilation of all active exclusive right to sell and all active exclusive agency listings of all Broker Reciprocity Subscribers except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract.

#### **15.4. Policies applicable to Display of Listings on IDX sites**

15.4.1. When displaying listing content, a Participant's or User's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

15.4.2. CTMLS prohibits the display of expired, withdrawn, or pending listings.

15.4.3. CTMLS prohibits the display of confidential information fields intended for cooperating brokers rather than consumers including compensation offered to other MLS Participants, showing instructions, property security information, etc.

15.4.4. CTMLS prohibits the display of the type of listing agreement, e.g. exclusive right to sell, exclusive agency, etc.

15.4.5. CTMLS prohibits the display of seller's(s') and occupant's(s') name(s), phone number(s), and e-mail address(es).

15.4.6 An internet republication of another Participant's listing shall contain within the "body" of the listing only those fields of data designated by CTMLS for this purpose. A Participant may display fewer fields if it chooses, but must, in all cases, include those designated as "Required" in Appendix B.

15.4.7 A detailed display of another Participant's listing may not include any contact information or branding of the Participant who owns the web site or any of it's agents within the "body" of the listing data. The "body" is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.

15.4.8 A Participant may not modify or manipulate the data relating to another Participant's listing. (This is not a limitation on the design of the site but refers to the actual data.)

15.4.9 A search result producing a detailed display of another Participant's listing shall bear that Participant's name, the CTMLS-approved icon, and CTMLS's copyright notice immediately following the property information. The Participant's name, CTMLS-approved icon, and copyright notice shall be at least as large as the largest type size used to display the listing data.

**This notice must appear exactly as: "Copyright nnnn Charleston Trident Multiple Listing Service, Inc. All rights reserved." [Where nnnn is the current year.]**

15.4.10 Any search result identifying another Participant's listing in a brief or "thumbnail" format shall bear the CTMLS approved icon or the CTMLS approved thumbnail icon immediately adjacent to the property information to identify the listing as a CTMLS listing. The CTMLS-approved icon shall be at least 95 pixels by 35 pixels. The CTMLS-approved Thumbnail icon shall be at least 35 pixels by 35 pixels.

15.4.11 A thumbnail display of another Participant's listing may not include any contact information or branding of the Participant who owns the web site or any of its agents. A thumbnail display may only include the following: text data about the listing property, a photo of the listing property, the logo of the listing broker or CTMLS-approved icon, and "buttons" providing links for other information.

15.4.12 The CTMLS-approved icon and an explanation that those properties marked with the icon are provided courtesy of the Charleston Trident MLS Broker Reciprocity Database must appear on the first page where any BR listing data is displayed.

15.4.13 Participants must indicate on their websites that the IDX listing 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

15.4.14 CTMLS may establish reasonable limits on the amount of data/number of listings that consumers may retrieve or download in response to an inquiry

15.4.15 All MLS data displayed must indicate that the data is deemed reliable but is not guaranteed accurate by the MLS. Participants' IDX sites may also include other disclaimers necessary to protect the Participant and/or the MLS from liability

## **15.5 Additional requirements**

15.5.1 In order to display listing information pursuant to IDX a Participant must be engaged in providing real estate brokerage services in residential and/or commercial real estate transactions.

15.5.2 Any IDX website must be under the control of a single MLS Participant. Even if use of information through IDX is provided to non-principal brokers and sales licensees affiliated with MLS Participants, such use is subject to Participants' consent and control and the requirements of state law and/or regulation.

15.5.3 CTMLS may charge the costs of adding or enhancing their "downloading" capacity to Participants who will download listing information. Assessment of such costs should reasonably

relate to the actual costs incurred by the MLS.

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

15.5.5 A Participant must make changes to an Internet site necessary to cure a violation of CTMLS's Rules within five business days of notice from CTMLS of the violation. After five business days, if changes are not made, CTMLS reserves the right to discontinue the Participant's data feed without further notice. The Participant may also be subject to additional sanctions which may consist of warning, censure, fine, suspension, termination or any combination thereof.

15.5.6 Any Participant using a third party to develop/design its web site will have a written agreement with that third party in the form prescribed by CTMLS

## **II. Broker Reciprocity<sub>sm</sub> Logo Use**

### **Broker Reciprocity<sub>sm</sub> logo use license and guidelines**

On the following page is the official Broker Reciprocity<sub>sm</sub> logo use policy and license. This page provides a simplified summary. To the extent that the terms of the official policy differ from those in this summary, the official policy governs.

#### **SUMMARY OF POLICY PROVISIONS:**

This summary examines the official policy section-by-section.

Intro: BRSs and BRAs can use the BR service mark/logo (the “Logo”). This policy only controls the use of the Logo (not real estate firm logos, etc.).

You have to be an MLS subscriber and a BRS or BRA to use the Logo.

You can’t modify the Logo without CTMLS’ permission.

You have to show CTMLS how you’re using the Logo if we ask.

RMLS (Regional MLS of MN) is the owner of the Logo – period. CTMLS is authorized to authorize use of the logo by its BRSs/BRAs.

You have to be doing business legally and in compliance with CTMLS rules to use the Logo.

If we’re sued because of your use of the Logo, you reimburse us for defense costs and damages.

If you stop being a BRS or MLS subscriber, or if we tell you you’re violating this policy, you must immediately stop using the Logo.

If you aren’t authorized to use the Logo any more, CTMLS can require that you recall and destroy any materials on which the Logo appears.

If you aren’t authorized to use the Logo any more, you can’t adopt another logo for yourself that’s confusingly similar to the Logo. (If you want to know what confusingly similar is, talk to your lawyer.)

If we have to take you to court to enforce this policy, you agree to pay all our reasonable costs.

#### **Charleston Trident MLS Policy Statement**

##### **USE OF BROKER RECIPROCITY LOGO/MARK**

The CTMLS Broker reciprocity logo/service mark (the “Mark”) is a service mark owned by Regional Multiple Listing Service of Minnesota, Inc., a Minnesota corporation (“RMLS”). CTMLS has the sole right to authorize use of the Mark in connection with real estate brokerage and/or advertising services. Each participant (“Subscriber”) in the CTMLS Broker Reciprocity Program (the “Program”) and each member of CTMLS understands and agrees that a Subscriber, and only a Subscriber and their Participating Agents (“Participating Agent”), in the Program is permitted to use the Mark, and such license to use the Mark is subject to compliance with the following terms and conditions:

1. The Mark may be used solely by Subscribers and Participating Agents who are in good standing under the Program guidelines as published and amended from time to time by CTMLS.
2. The Mark shall be used only in the exact form authorized by CTMLS, without any

alteration, addition, deletion or other modification in design or color. CTMLS will provide digital and/or camera-ready art for reproduction of the Mark in black and white.

3. The Subscriber and Participating Agent shall from time to time, upon request of CTMLS, provide CTMLS with samples of materials bearing the Mark to verify proper use of the Mark.

4. RMLS is the owner of the Mark and shall retain all ownership rights and interests in the Mark, including without limitation any registrations and/or applications to register the Mark.

5. The Subscriber and Participating Agent shall comply with all bylaws and rules and regulations of CTMLS, as well as all applicable laws and governmental regulations, and obtain all necessary governmental approvals and permits, pertaining to the conduct of the business in connection with which the Mark is used.

6. The Subscriber and Participating Agent shall indemnify, defend and hold CTMLS harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys' fees) arising out of or relating to any claims or suits which may be brought or made against CTMLS by reason of the Subscriber's use of the Mark.

7. The Subscriber's and Participating Agent's right to use the Mark shall automatically terminate at any time the Subscriber ceases to be a Subscriber or a member in good standing of CTMLS, or upon written notice by CTMLS in the event the Subscriber and Participating Agent shall violate any provision of this Policy Statement.

8. Upon termination of the Subscriber's and Participating Agent's right to use the Mark for any reason, the Subscriber shall immediately discontinue all use of the Mark. CTMLS may demand that the Subscriber/Participating Agent recall and destroy goods and marketing materials bearing the Mark. CTMLS reserves the right to inform its members and the public that the Subscriber/Participating Agent is no longer entitled to use the Mark.

9. Upon termination of the Subscriber's right to use the Mark for any reason, the Subscriber shall not thereafter adopt or use any name, mark, logo or other designation that is a colorable imitation or is likely to be confused with the Mark or permit a Participating Agent to do so.

10. CTMLS shall be entitled to collect from the Subscriber the costs and expenses (including without limitation attorneys' fees) of enforcing this Policy Statement against the Subscriber. In addition, in the event of any violation of this Policy Statement, CTMLS shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this Policy Statement.

### III. Broker Reciprocity<sup>sm</sup> Fields

1 = RESIDENTIAL  
 2 = VACANT LAND  
 3 = MULTI FAMILY  
 4 = RMLS COMMERCIAL  
 5 = COMMERCIAL SALE  
 6 = COMMERCIAL LEASE  
 9= RENTALS

| FIELD NAME             | CATEGORY  | REQUIRED |
|------------------------|-----------|----------|
| Acreage                | 1,2,3,4   |          |
| Address (St #/St Name) | all       |          |
| Agent ID               | all       |          |
| Agent Name             | all       |          |
| Amenities              | 1,2,3,9   |          |
| Approx. Sq Footage     | 1,3,4,9   | R        |
| Approx. Year Built     | 1,3,4,9   | R        |
| Available Sq Ft        | 6         | R        |
| Bedrooms               | 1,9       | R        |
| Building Sq. Ft.       | 5,6       | R        |
| Business               | 4         |          |
| Category               | all       | R        |
| City                   | all       | R        |
| Clearance              | 5,6       | R        |
| Commercial Use         | 4         |          |
| Complex Name           | 9         |          |
| Cooling                | 1,3,4,5,9 |          |
| County                 | all       | R        |
| Description            | 4         | R        |
| Dock High              | 5,6       | R        |
| Exterior               | 1,3       |          |
| Fireplace              | 1,3,9     |          |
| Foundation             | 1,3       |          |
| FROG Sq Ft.            | 1         |          |
| Full Baths             | 1,9       | R        |
| Furnished              | 9         | R        |
| Garage/Parking         | 1         |          |
| Grade School           | 1,3,9     |          |
| Ground Level Unit      | 1,3       |          |
| Half Baths             | 1,9       | R        |
| Heat                   | 1,3,4,9   |          |
| High School            | 1,3,9     |          |
| Industrial Use         | 4         |          |
| Kind                   | 1,3,9     | R        |
| List Price             | all       | R        |
| Listing # (MLS#)       | all       | R        |
| Listing Office         | all       | R        |

|                        |           |   |
|------------------------|-----------|---|
| Lot Acres              | 5,6       | R |
| Lot Description        | 1,2,9     |   |
| Master Bedroom         | 1,9       |   |
| Max Contiguous Sq Ft   | 6         |   |
| Middle School          | 1,3,9     |   |
| Min Divisible Sq Ft    | 6         | R |
| Miscellaneous Exterior | 1,9       |   |
| MLS Area               | 1,2,3,4,9 |   |
| Municipality           | 5,6       | R |
| Net Operating Income   | 5         |   |
| Number of Buildings    | 4         | R |
| Number of Lots         | 2         |   |
| Number of Stories      | 3,4       | R |
| Number of Units        | 5         |   |
| Office Class           | 6         | R |
| Office Sq. Ft.         | 5,6       | R |
| Parking                | 9         | R |
| Property Description   | 5,6       | R |
| Property Name          | 5,6       | R |
| Rail                   | 6         | R |
| Remarks                | all       |   |
| Rental Type            | 9         | R |
| Road Frontage          | 4         | R |
| Roof                   | 1,3,9     |   |
| Room Over Garage       | 1         |   |
| Rooms                  | 1,9       |   |
| State                  | 5,6       | R |
| Status                 | all       |   |
| Stories                | 1,9       | R |
| Style                  | 1,9       | R |
| Sub-type               | 5,6       |   |
| Subdivision            | 1,2,9     | R |
| Subsection             | 1,2,9     | R |
| Sub-sub-category       | 5,6       | R |
| Tax Map Number         | 5,6       | R |
| Total Number of Units  | 3         |   |
| Unit #                 | 1,2,3,4,9 |   |
| Uses                   | 2         |   |
| Utilities Available    | 4         | R |
| Weekly Rate            | 9         | R |
| Zip                    | all       | R |
| Zoning                 | 2         |   |
| Zoning                 | 5,6       | R |

NOT INCLUDED

|                        |     |  |
|------------------------|-----|--|
| Additional Information | 4   |  |
| Agent Notes            | all |  |
| Ann. Expenses          | 4   |  |

|                       |       |
|-----------------------|-------|
| Area Desc:            | 5,6   |
| Assmnt Ratio          | 1,2   |
| Assumable             | 1,4   |
| Available Floors      | 6     |
| C/R                   | 1,2   |
| Cap Rate              | 5     |
| Cash Flow             | 5     |
| Ceiling Height        | 4     |
| Co-List Agent         | all   |
| Co-List agent ID      | all   |
| Co-List Office        | all   |
| Co-List Office ID     | all   |
| Commercial/Industrial | 4     |
| Construction          | 4     |
| Dev Status            | 2     |
| Directions            | all   |
| Docs Available        | 2     |
| Door Height           | 4     |
| Down Payment          | 5     |
| Driveway              | 3     |
| Eave Height           | 5,6   |
| Equipment/Appliances  | 1,3,9 |
| Existing Util         | 2     |
| Expense Per SqFt.     | 5     |
| Expense Per Unit      | 5     |
| Expense Types         | 5     |
| Expenses              | 5     |
| Expenses Included     | 4     |
| Financing             | 5     |
| Floors                | 1,4,9 |
| FROG Sq Ft            | 9     |
| G. Level              | 9     |
| Garage/Parking        | 3     |
| Gross Income          | 4     |
| Gross Income          | 5     |
| Gross rent Mult       | 5     |
| Ground Level          | 5,6   |
| HOA fee               | 1,2   |
| Income From           | 2     |
| Lease Info            | 5     |
| Lease Term            | 6     |
| Lease Type            | 6     |
| Lease/Pur             | 1,3,4 |
| Legal Description     | all   |
| Length of Lease       | 9     |
| List Off ID           | all   |
| Loan Payments         | 5     |
| Location              | 4     |
| Lot Depth             | 5,6   |
| Lot Dimensions        | 5,6   |
| Lot Frontage          | 5,6   |

|                      |         |
|----------------------|---------|
| Lot Size             | 1,2,4   |
| Lot Sq. Ft.          | 5,6     |
| Max Lease Rate       | 6       |
| Max Price/Sq. Ft.    | 5,6     |
| Min Lease Rate       | 6       |
| Min Price/Sq. Ft.    | 5,6     |
| Misc. Interior       | 1,9     |
| Misc. Interior       | 9       |
| Miscellaneous        | 2,4     |
| Municipality         | 1,2,3,4 |
| Net Income           | 4       |
| New/Owned            | 1,3,4,9 |
| Office Class         | 5       |
| Parking Spaces       | 4       |
| Pet Fee              | 9       |
| Possession           | all     |
| Possession Date      | 9       |
| Power                | 5,6     |
| Price Per Unit       | 5       |
| Price/Sq. Ft.        | 5,6     |
| Prop Plan Dev        | 5,6     |
| Proposed Financing   | all     |
| Rail                 | 5       |
| Regime Fee           | 1,3     |
| Road Frontage        | 2       |
| ROG                  | 9       |
| Roof                 | 2,4,5,6 |
| Sale Includes        | 3       |
| Sched Income         | 5       |
| Security Deposit     | 9       |
| Showing Instructions | all     |
| Sp Assmnt            | 1,2     |
| Special              | 1,3,4   |
| Special Instructions | 9       |
| Sprinkler            | 5,6     |
| State                | 1,2,3,4 |
| Structures           | 2       |
| Sub Lease            | 6       |
| Subdivision          | 3       |
| Subsection           | 3       |
| Tax Map #            | 1,2,3,4 |
| Taxes                | 1,2,4   |
| Tenant Info          | 5       |
| Tenant Pays          | 3       |
| Terms                | 9       |
| Utilities Furnished  | 9       |
| Utilities Suppliers  | 1,3,9   |
| Vacancy              | 5       |
| Water/Sewer          | 1,3,9   |
| Year Built           | 5,6     |
| Zoning               | 3,4     |

#### IV. FORM: Adding/Dropping Broker Reciprocity<sup>SM</sup>

This form permits you to opt in or out of the Broker Reciprocity<sup>SM</sup> program. If you opt in, you are considered a Broker Reciprocity<sup>SM</sup> Subscriber (BRS). Becoming a BRS does not cost you anything, and it does not require you to do anything else. It is only if you wish to display BR Data on your web site that you need to take any further steps. See Charleston Trident MLS's *Broker Reciprocity<sup>SM</sup>: Broker Informational Packet* for further details. **This form must be filled out completely and signed by the Designated Broker for your office. There are no exceptions.**

Once you have filled it out and signed it, fax or mail it to Charleston Trident MLS at 5300 International Blvd., Ste. C105, Charleston, SC 29418. Fax: 843-760-9410

Firm Name: \_\_\_\_\_ Firm MLS ID: \_\_\_\_\_

Designated Broker: \_\_\_\_\_ Broker MLS ID: \_\_\_\_\_

E-mail address: \_\_\_\_\_

(If you are becoming a BRS, you **must** supply an e-mail address here. This address will be Charleston Trident MLS's primary means of communicating with you about BR developments.)

Firm Street Address: \_\_\_\_\_

Firm City, ST, ZIP: \_\_\_\_\_

Firm Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**CHECK ONE OF THESE TWO BOXES.** By so doing, you are agreeing to the understandings indicated next to it.

MY FIRM IS A BROKER RECIPROCITY<sup>SM</sup> SUBSCRIBER. I understand that I am hereby giving every other Broker Reciprocity<sup>SM</sup> Subscriber in Charleston Trident MLS permission to advertise my active MLS listings on its own web site, subject to the Rules and Regulations of Charleston Trident MLS. Other BRSs are not obliged to display my listings. I authorize Charleston Trident MLS to distribute my active listing data to other Broker Reciprocity<sup>SM</sup> Subscribers pursuant to its Rules and policies.

MY FIRM IS NOT A BROKER RECIPROCITY<sup>SM</sup> SUBSCRIBER. I understand that this means that other Broker Reciprocity<sup>SM</sup> Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the Broker Reciprocity<sup>SM</sup> program of Charleston Trident MLS. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so. I am the Designated Broker for the MLS office whose ID number first appears above. I represent that I have authority to execute this form on behalf of my own office and all other offices listed above (if any).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## V. CONTRACT for ACCESS:

### Access to Broker Reciprocity<sup>SM</sup> IDX data feed

**Note: This form is a legally binding contract between you and Charleston Trident MLS.**

Simultaneously or prior to submitting this form/contract, you must be a Broker Reciprocity Subscriber (BRS). **This form/contract must be filled out completely and signed by an owner of or Participant for your firm. There are no exceptions.** Once you have filled it out and signed it, fax or mail it to Charleston Trident MLS at 5300 International Blvd., Ste. C105, Charleston, SC 29418. Fax: 843-760-9410. Charleston Trident MLS will sign contact you with information on how to access the data feed.

### AGREEMENT

1. This **AGREEMENT** is made and entered into by and among Charleston Trident Multiple Listing Service (“**CTMLS**”), the real estate firm whose name and contact information appear on the signature page of this Agreement designated “Firm Information and Signature” (the “**Firm**”), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated “Consultant Information and Signature” (collectively, “**the Consultants**”), if any.

### RECITALS

2. Firm wishes to obtain, and CTMLS wishes to provide, data for Firm’s web site, including the listing data of other real estate brokerages participating in CTMLS. Firm may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm, to perform data downloading, manipulation, and formatting, as well as programming and web design.

### CTMLS’S OBLIGATIONS

3. During the term of this Agreement, CTMLS grants to Firm a license to:

- a. display the IDX Data on Firm’s web site, and
- b. make copies of the IDX Data to the extent necessary to deliver the IDX Data to consumers on Firm’s web site.

4. During the term of this Agreement, CTMLS agrees to provide to Firm and its Consultants:

- a. access to the IDX Data via Gateway Link or data shuttle under the same terms and conditions CTMLS offers to other Subscribers;
- b. seven (7) days’ advance notice of changes to the file and record formats of the IDX Data; and
- c. seven (7) days’ advance notice of changes to the Rules.

### FIRM’S OBLIGATIONS

5. Firm shall comply with the Rules at all times.

6. Firm acknowledges CTMLS’s ownership of the copyrights in the Subscriber Data and the IDX Data.

7. Firm shall comply with the requirements relating to Confidential Information set forth below.

8. In the event that Firm desires to make the IDX Data or the Confidential Information available to any third party, Firm agrees to require such third party to execute this Agreement and become a Consultant.

9. If CTMLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that CTMLS may seek cure from the Consultants, or any one of them.

10. Firm shall notify CTMLS within five (5) business days of any change to the information relating to Firm on the Firm Information and Signature page below.

### CONSULTANT’S OBLIGATIONS

11. If CTMLS notifies Firm of a breach of the Rules or this Agreement and Firm does not immediately cure such breach, CTMLS may contact Consultant to cure any such breach that is within Consultant’s control. Consultant agrees to cooperate with CTMLS and act immediately upon notification by CTMLS of an uncured breach by Firm.

12. Each Consultant acknowledges CTMLS's ownership of the copyrights in the Subscriber Data and the IDX Data.
13. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.
14. Each Consultant shall notify CTMLS within five (5) business days of any change to the information relating to the Consultant on the Consultant Information and Signature page below.

## **CONFIDENTIAL INFORMATION**

15. **"Confidential Information"** is information or material proprietary to CTMLS or designated "confidential" by CTMLS and not generally known to the public, that Firm or Consultants or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):

- a. all Subscriber Data, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure;
- b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
- c. software, source code, object code, diagrams, flow charts;
- d. techniques, procedures;
- e. IP addresses, ACCESS CODES and PASSWORDS; and
- f. any information that CTMLS obtains from any third party that CTMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by CTMLS.

16. **Exceptions.** The Confidential Information does not include information that

- a. is in the public domain at the time of disclosure;
- b. is known to the Receiving Party at the time of disclosure;
- c. is used or disclosed by the Receiving Party with the prior written consent of CTMLS, to the extent of such consent;
- d. becomes known to the Receiving Party from a source other than CTMLS without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with CTMLS; or
- e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to CTMLS prompt notice of any such order.

17. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with CTMLS or with the third parties in whom title existed prior to this Agreement or prior to disclosure by CTMLS.

18. **Restrictions on Use – Scope of Use .** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.

19. **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of CTMLS to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.

20. **Restrictions on Use – No Third Party Access.** Only the Receiving Party's own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from CTMLS. If CTMLS grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party.

21. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without CTMLS's prior written consent. In

the event CTMLS grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

22. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by CTMLS, the Receiving Party will return to CTMLS all Confidential Information and all other materials provided by CTMLS to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of CTMLS, an officer of the Receiving Party will certify in writing that all materials have been returned to CTMLS and all magnetic or computer data have been destroyed.

## TERM AND TERMINATION

23. The term of this Agreement begins on the "Effective Date" set forth on the "CTMLS Information and Signature Page" below. CTMLS has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:

- a. CTMLS's notice to Firm that this Agreement is terminated.
- b. Firm's notice to CTMLS that it no longer intends to display IDX Data on its web site.
- c. Termination of Firm's privileges as a Subscriber either by CTMLS or the Affiliated Association from which Firm purchases Multiple Listing Services.

## GENERAL PROVISIONS

24. **Survival of Obligations.** The obligations of Firm set forth under "Firm's Obligations" above and the obligations of Consultants under "Consultants' Obligations" above shall survive the termination or expiration of this Agreement.

25. **CTMLS's Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Firm and Consultants acknowledge that CTMLS would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate CTMLS for a breach. CTMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Firm or Consultants or any one of them, without showing or proving any actual damages sustained by CTMLS.

26. **Attorney's fees.** If CTMLS prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay CTMLS's reasonable attorney's fees and costs for such legal action.

27. **Limitation of Liability.** CTMLS's liability to Firm and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Firm and Consultants to CTMLS, if any, under this Agreement. Firm's and Consultants' only other remedy shall be termination of this Agreement. CTMLS shall not be liable for any incidental or consequential damages under any circumstances, even if CTMLS has been advised of the possibility of such damages. CTMLS shall have no liability for inaccuracies in the IDX Data or the Subscriber Data.

28. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.

29. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

30. **No Assignment.** Neither Firm nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of CTMLS.

31. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.

32. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of South Carolina.

## Firm Information and Signature

Firm Name: \_\_\_\_\_ Firm MLS ID: \_\_\_\_\_

Designated Broker Name: \_\_\_\_\_ Broker MLS ID: \_\_\_\_\_

Firm Street Address: \_\_\_\_\_

Firm City, ST, ZIP: \_\_\_\_\_

Firm Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Entered into on behalf of Firm by (this **must** be signed by the Participant for ALL websites that display the MLS)

\_\_\_\_\_  
Broker Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Broker Participant's Title

### GENERAL INFORMATION

URL of Subscriber website: \_\_\_\_\_

**Subscribers E-mail address:** \_\_\_\_\_

(You **must** supply an e-mail address here. This address will be CTMLS's principal means of communicating with you for notices under this Agreement.)

Subscribers Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Developer Name \_\_\_\_\_

Web Developer Phone: \_\_\_\_\_

Web Developer Email: \_\_\_\_\_

This contract will provide for a Broker Reciprocity Website for:

\_\_\_\_\_  
Subscriber's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**MLS ID**

**NOTE: Any change of URL , email address or status of firm and/or agent must be reported to the MLS in writing immediately upon change by submitting a revised form signed by the appropriate people. Your original submission should consist of the entire contract.**

**Def:** URL – website address,  
Subscriber – agent/broker requesting broker reciprocity data

## Consultant (Web Developer) Information and Signature

**NOTE TO FIRM:** Reproduce this page for each individual/company to whom you intend to provide access to the BR Data under this Agreement.

Consultant (company or individual) Name: \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

(You **must** supply an e-mail address here. This address will be CTMLS's principal means of communicating with you for notices under this Agreement.)

Consultant Street Address: \_\_\_\_\_

Consultant City, ST, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company/Agent Representing: \_\_\_\_\_

URL of Company/Agent website: \_\_\_\_\_

IP address accessing data (if using Gateway link write 'Gateway' here): \_\_\_\_\_

Entered into on behalf of Consultant by (this **must** be signed by the web developer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**NOTE TO CONSULTANT:** Be sure to enter into this Access to Broker Reciprocity data feed contract with CTMLS and every real estate agent/broker to which you provide services. If you sign only one and that Firm's access to the BR Data is terminated, you will not be able to get the data for your other clients.

*Note to SUBSCRIBER: Notify the MLS of any changes to this contract in writing immediately upon change by submitting a revised form signed by the appropriate people. Your original submission should consist of the entire contract.*