



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 National Association of REALTORS® mandated Internet policy (also known as "Broker Reciprocity") which allows MLS Participants to electronically display certain MLS listings on websites and mobile applications that Participants control. Participants exchange consent to display each other's listings and agree to abide by IDX rules and the 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: _____
- Other: _____

Custom Solution

I wish to utilize the data feed for the following reason:

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: Trevor Peterson

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

Check if consultant is **NEW** to the TCMLS Data Access program.

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

Billing Email: brokersolutions@constellationws.com

Billing Address: 6737 W Washington St Ste 2120 West Allis, WI 53214

This form is a request to the MLS Committee to authorize access to Tulare County Multiple Listing Service RETS (Real Estate Transaction Standard) data feed. Consultants are responsible to read all RETS documentation regarding RETS server access limitations and server access rules (<http://rapattoni.com/supp/mls/rets/documentation.asp>). The Participant-Broker 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.

Licensee (Consultant) Initial: TP

Participant (Broker) Initial: _____

Rev050114

Broker initial
on all pages

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. LICENSEE operates a business as described in the TERM SHEET. PARTICIPANT wishes to engage LICENSEE to perform certain services for PARTICIPANT and in connection therewith, PARTICIPANT and LICENSEE desire 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. **Review.** PROVIDER shall review the Agreement and may contact other Associations and Multiple Listing Services. PROVIDER at its sole discretion may deny access.

10. **Compliance.** LICENSEE shall give PROVIDER access to services set forth by the terms in this Agreement for the purpose of rules compliance verification. LICENSEE shall provide a roster of PARTICIPANT to PROVIDER:

- (a) Upon request;
- (b) Each year, no later than 5PM July 1st.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

-TERM SHEET-

1.) Licensee/Consultant operates a business and service as described:

2.) Purpose for access to Licensed Data is desired: (choose one)

IDX Display Electronic display of active listing information for the purpose of public search via PARTICIPANT controlled website or mobile application.

Control means participants must have the ability to add, delete, modify and update information. All displays of IDX listings must be under the control of the participant and must be presented to the public as being the participant's display. LICENSEE and PARTICIPANT shall comply with IDX Rules as indicated on attached Exhibit A.

Custom Licensee requests access to Licensed Data for the following purpose:

3.) Licensed Data to which access is granted: (choose one)

Active Listing Information Approved on-market listing information only.

Custom Licensee requests access to the following Licensed Data:

Access to Licensed data is limited to a set of data fields determined by the PROVIDER. PROVIDER shall reserve the right to add or remove fields at its sole discretion. LICENSEE and PARTICIPANT shall agree to pay access Fees and other Fees described on the attached Schedule A before access to LICENSED DATA will be granted.

**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: _____

**Both broker
and agent
must sign**

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
Trevor Peterson, MLS Compliance Administrator

Name, Title
Constellation Web Solutions

Company Name
6737 W Washington St Ste 2120

Street Address
West Allis, WI 53214

City, State, Zip
brokersolutions@constellationws.com

E-mail Address
425-636-6910

Phone Number
414-918-9215

Facsimile Number

Signature - Date

Name, Title

Company Name

Street Address

City, State, Zip

E-mail Address

Phone Number

Facsimile Number

**Complete and return ALL
PAGES to
Fax: 858-430-5599 or
Email: idxadmin@z57.com**

Schedule A Fees

LICENSEE and PARTICIPANT shall agree to pay access Fees and other Fees for data access. Fees include cost of staffing and administrating the process to develop, create and manage the data access program.

LICENSEE and PARTICIPANT shall agree that any default in the payment of the Fees described will result in the termination of this Agreement.

LICENSEE and PARTICIPANT shall agree that no Fees, portion of the Fees, or other Fees payable under this Agreement will be refunded to LICENSEE or PARTICIPANT.

LICENSEE and PARTICIPANT shall agree that PROVIDER may make adjustments to the Fees at any time by giving 30 days advance notice of such adjustments.

LICENSEE and PARTICIPANT shall agree that submitted Agreement with unpaid Fees will be considered incomplete and discarded after thirty (30) days from date of receipt by PROVIDER.

- 1.) PARTICIPANT (Broker/Agent) shall agree to pay a **\$50.00** setup fee per data access agreement.
- 2.) LICENSEE (Consultant) shall agree to pay the following charges:

- a. Initial Set-up Fee
 - i. IDX Display - **\$100**
 - ii. Custom - **\$250**
- b. Annual access fee (July 1st – June 30th).
 - i. Annual Access Fee of **\$300**
 - ii. Billed once a year (Due July 1st)
 - iii. Prorated on the 1st of the month.
- c. Data Access Reinstatement Fee
 - i. IDX Display - **\$100**
 - ii. Custom - **\$250**

DATA ACCESS FEE	
JAN	\$150.00
FEB	\$125.00
MAR	\$100.00
APR	\$75.00
MAY	\$50.00
JUN	\$25.00
JUL	\$300.00
AUG	\$275.00
SEP	\$250.00
OCT	\$225.00
NOV	\$200.00
DEC	\$175.00

Example 1: New Consultant joining in February to create an IDX website for an agent:

	Consultant	Participant
Setup Fee:	\$100.00	\$50.00
Access Fee:	<u>\$125.00</u>	<u> </u>
Total Amount:	\$225.00	\$50.00

Example 2: Consultant in good standing (paid until end of June) creating an IDX website for an agent.

	Consultant	Participant
Setup Fee:	\$0	\$50.00
Access Fee:	<u>\$0</u>	<u> </u>
Total Amount:	\$0	\$50.00

Example 3: New Consultant joining in November to create a (non-IDX) custom solution for an agent.

	Consultant	Participant
Setup Fee:	\$250.00	\$50.00
Access Fee:	<u>\$200.00</u>	<u> </u>
Total Amount:	\$450.00	\$50.00

EXHIBIT A IDX Rules

12.16 Use of Active 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 of their listings, in accordance with the IDX rules set forth herein, by other participating Broker Participants and R.E. Subscribers on websites and using applications for mobile devices that said participating Broker Participants and R.E. Subscribers control.

(a) Authorization. Subject to paragraphs (b) through (r) below, and notwithstanding anything in these rules and regulations to the contrary, Broker Participants and R.E. Subscribers may electronically display aggregated MLS active listing information through either downloading or by framing such information on the MLS or association public access website (if such a site is available).

(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 prohibited all Internet display.

(c) Control. Broker Participants and R.E. Subscribers may only partake in IDX display on websites and applications for mobile 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 viewing 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 cooperating 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 in a readily visible color and typeface not smaller than the median used in the display of listing data. 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.

(f) Modifications. Broker Participants and R.E. Subscribers shall not modify the information displayed pursuant to these MLS rules. (This is not a limitation on site design but refers to changes to actual listing data.) However, permissible MLS data may be augmented with additional data not otherwise prohibited from display, provided the source of any additional data is clearly identified.

(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. 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 three [3] days;

(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.

(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 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 clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

(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 rules. Co-mingling is (a) the ability for a visitor to the website to execute a single search that searches any portion of the IDX database at the same time it searches listing data from any other source(s); or (b) the display on a single web page of any portion of the IDX database and listing data from any other source. 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.

(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 font size and style no smaller than the average used elsewhere in the display, 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). Display of MLS data is usually deemed reliable but is NOT guaranteed accurate by the MLS. Buyers are responsible for verifying the accuracy of all information and should investigate the data themselves or retain appropriate professionals. Information from sources other than the Listing Agent may have been included in the MLS data. Unless otherwise specified in writing, Broker/Agent has not and will not verify any information obtained from other sources. The Broker/Agent providing the information contained herein may or may not have been the Listing and/or Selling 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 the required disclosure.

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.