

**Jupiter Tequesta Hobe Sound  
Multiple Listing Service, Inc.**



**RULES APPLICABLE TO VIRTUAL OFFICE WEBSITES**



## **RULES APPLICABLE TO VIRTUAL OFFICE WEBSITES**

### **12.4 Virtual Office Website (VOW)**

12.4.1 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 Florida state law) where the consumer has the opportunity to search JTHSMLS Listing Content, subject to the Participant’s oversight, supervision and accountability. A Subscriber, may, with their Participant’s consent, operate a VOW. Any VOW of a Subscriber is subject to the Participant’s oversight, supervision and accountability.

12.4.2 As used in this Section 12 of these Rules, the term “Participant” includes a Participant’s affiliated 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 or a Subscriber or an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

12.4.3 “Affiliated VOW Partner (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of a Participant, subject to the Participant’s supervision, accountability and compliance with the JTHSMLS VOW Policy. No AVP has independent participation rights in JTHSMLS by virtue of its right to receive JTHSMLS Listing Content on behalf of a Participant. No AVP has the right to use JTHSMLS Listing Content except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to JTHSMLS Listing Content is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

12.4.4 As used in Section 12 of these Rules, the term “JTHSMLS Listing Content” and “JTHSMLS Compilation” refers to active listing information, and such other information as authorized by the Board of Directors, provided by Participants to JTHSMLS and aggregated and distributed by JTHSMLS to Participants.

### **12.5 Virtual Office Website Display**

Participants and Subscribers displaying the JTHSMLS Compilation or portions of the JTHSMLS Compilation on Virtual Office Website(s) (VOWs) are subject to these Rules and Rules Applicable to Virtual Office Websites (VOWs) as follows:

12.5.1. The right of a Participant’s VOW to display JTHSMLS Listing Content is limited to that supplied by the Multiple Listing Services in which the Participant has participatory rights. A Participant with offices participating in different Multiple Listing Services may operate a master VOW website with links to the VOWs of the other offices.

12.5.2 Subject to the provisions of the JTHSMLS VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an Affiliated VOW Partner (AVP), may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

12.5.3 Except as otherwise provided in the JTHSMLS VOW Policy or in these Rules, a Participant need not obtain separate permission from other Participants whose listings will be displayed on the Participant’s VOW.

12.5.4 Before permitting any consumer to search for or retrieve any JTHSMLS Listing Content on the Participant’s VOW, the Participant must take each of the following steps:

12.5.4.1 The Participant must first establish with that consumer a lawful broker-consumer relationship as defined by the State of Florida, including completion of all actions required by Florida state law in connection with providing real estate brokerage services to 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.



12.5.4.2 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 below in section 12.5.7 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.

12.5.4.3 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 Participant's 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.

12.5.5 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 one hundred eighty (180) days after the expiration of the validity of the Registrant's password.

12.5.6 If JTHSMLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of JTHSMLS Listing Content or a violation of JTHSMLS Rules, the Participant shall, upon request of the JTHSMLS, 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 JTHSMLS, provide an audit trail of activity by any such Registrant.

12.5.7 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:

12.5.7.1 That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

12.5.7.2 That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

12.5.7.3 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;

12.5.7.4 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;

12.5.7.5. That the Registrant acknowledges JTHSMLS's ownership of, and the validity of the JTHSMLS's copyright in, the JTHSMLS Compilation.

12.5.8. 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.

12.5.9. The Terms of Use Agreement shall also expressly authorize JTHSMLS, and other Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with JTHSMLS 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.

12.5.10 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 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.

12.5.11 A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of JTHSMLS Listing Content. 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 JTHSMLS.

12.5.12. 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 JTHSMLS 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.

12.5.13 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

12.5.14. The Participant shall retain Seller Opt-Out Forms for at least one (1) year from the date they are signed, or one (1) year from the date the listing goes off the market, whichever is greater.

12.5.15 Subject to subsection 12.5.16, a Participant's VOW may allow third-parties to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

12.5.16 Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both of those features described in subsection 12.5.15 as to any listing of the seller. The listing broker or agent shall communicate to JTHSMLS 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 subsection (12.5.17, 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."

12.5.17 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 JTHSMLS 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 FORTY-EIGHT (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.

12.5.18. A Participant shall cause the JTHSMLS Listing Content available on its VOW to be refreshed at least once every three (3) days.

12.5.19. Except as provided in these Rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable JTHSMLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the JTHSMLS Listing Content to any person or entity for any reason.

12.5.20 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.

12.5.21 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®.

12.5.22 A Participant who intends to operate a VOW to display the JTHSMLS Listing Content must notify JTHSMLS in writing of its intention to establish a VOW and must make the VOW readily accessible to JTHSMLS and to all JTHSMLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable JTHSMLS rules or policies.

12.5.23 A Participant may operate more than one VOW either individually or through an AVP. A Participant who operates their own VOW may contract with an AVP to have the AVP operate other VOWs on their behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant. Participants must have a broker-consumer relationship as defined by Florida state law with each Registrant seeking to receive information from a Participant's VOW.

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

12.5.24.1 Expired, withdrawn, cancelled or pending ("under contract") Listing Content.

12.5.24.2 The compensation offered to other JTHSMLS Participants.

12.5.24.3 The type of listing agreement, i.e. Exclusive Right to Sell or Exclusive Agency.

12.5.24.4 The seller's and occupant's name(s), phone number(s) or email address(es).

12.5.24.5 Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

12.5.25 A Participant shall not change the content of any JTHSMLS Listing Content that is displayed on a VOW from the content as it is provided in the JTHSMLS Listing Content and/or Compilation. The Participant may, however, augment the JTHSMLS Listing Content with additional information not otherwise prohibited by these Rules or by other applicable JTHSMLS 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 the JTHSMLS Listing Content on VOWs or the display on VOWs of fewer than all the listings or fewer than all of the authorized information fields.



12.5.26 A Participant shall cause to be placed on its VOW a notice indicating that the JTHSMLS Listing Content displayed on the VOW is not guaranteed accurate and shall include the following disclaimer and copyright notice:

“This information is not verified for authenticity or accuracy, is not guaranteed and may not reflect all real estate activity in the market. © 2014 Jupiter Tequesta Hobe Sound Multiple Listing Service, Inc. All rights reserved.”

A Participant’s VOW may include other appropriate disclaimers necessary to protect the Participant and or the JTHSMLS from liability.

12.5.27 A Participant shall cause any listing that is displayed on its VOW to identify the name of the listing firm and the listing broker and 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 Content

12.5.28 A Participant shall limit the number of individual listings that a Registrant may view, retrieve or download to not more than two thousand five hundred (2,500) listings, in response to any inquiry.

12.5.29 A Participant shall require that Registrants’ passwords be reconfirmed or changed every ninety (90) days.

12.5.30 A Participant may display advertising and the identification of other entities (“co-branding”) on any VOW the Participant operates or that is operated on its 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) 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.

12.5.31 A Participant shall cause any listing displayed on its VOW that is obtained from other sources, including from another multiple listing service or from a broker not participating in JTHSMLS, to identify the source of the listing.

12.5.32 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by JTHSMLS.

12.5.33 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 JTHSMLS within forty-eight (48) hours.