



Content Access Policy

- I. **Introduction.** The Arizona Regional Multiple Listing Service, Inc. (ARMLS) offers a system of aggregation and compilation of real estate relevant data and information. Participants mutually participate in the system for the benefit of offering cooperation with, and compensation to, other Participants.

This Content Access Policy (CAP) applies to Subscribers, Participants, and all other individuals or entities that have data licenses with ARMLS.

- II. **Purpose of this Policy.** These policies and procedures help to ensure the protection of the MLS Content. These policies ensure that parties who request access are treated uniformly and fairly. The Content License Agreement (CLA) legally binds those who receive MLS Content. The Content License Agreement prohibits the distribution, use and/or display of MLS Content to any individual or entity that is not party to the License Agreement with ARMLS. MLS Content is valuable, proprietary, and sensitive. Data protection demands that ARMLS be conscientious and diligent in its responsibility to provide MLS Content only to entities whose intended use does not violate the ARMLS Rules and Regulations.

- III. **Definitions.**

Administrative Support Personnel – are specific personnel granted credentials in the name of the end user by ARMLS to access the system on behalf of a Participant as described in the ARMLS Rules and Regulations.

Affiliate – is an ARMLS Subscriber who has been granted limited access to MLS Content through the MLS System by virtue of a special membership category as defined by a Shareholder.

Affiliated Virtual Office Website (“VOW”) Partner (“AVP”) – is an individual or entity that provides technology services, hosting or marketing services to the Subscriber operating a VOW.

Aggregate(d) Data – refers to numerical or non-numerical information that is (1) collected from multiple sources and/or on multiple measures, variables, Subscribers, or other individuals and (2) compiled into data summaries or summary reports, typically for the purposes of public reporting or statistical analysis—i.e., examining trends, making comparisons, or revealing information and insights that would not be observable when data elements are viewed in isolation.

Appraiser – is a person holding a valid license or certificate issued by an appropriate Arizona regulatory agency permitting such person to engage in the appraisal of real property. An appraiser may be rostered as a Participant, an Affiliate or a Subscriber depending on their membership through a Shareholder.

Automated Valuation Model (“AVM”) Data Feed – is a feed that is designed to power the creation of AVMs.

Broker Back Office (“BBO”) Data Feed – is a feed of the MLS database for use only with in-office applications. The data from this Back-Office feed must not be distributed for any other use and the data must not be visible to the public. AVMs are considered by ARMLS to be a back-office application although the aggregated AVM result for a property may be displayed publicly.

Content License Agreement (“CLA”) – An agreement between ARMLS and another individual or entity to license certain data sets for use in their approved product.

Content License Application – is an application to receive and use MLS Content by a Participant or Vendor. This application is exclusively located [online](#).

Consultant – is an individual or entity that provides web hosting or application development work for Participants, Subscribers and/or Licensees.

Franchisor – is a company who grants an independent real estate company (franchisee) the right to use its brand, products, and services. A Franchisor is not a brokerage that can subscribe to ARMLS as a Participant.

Internet Data Exchange (IDX) Data Feed – is the data feed containing the subset of listing data provided to power subscribers public facing websites via the IDX program and rules as stated in the ARMLS Rules and Regulations.

Licensee – is an individual or entity that is a signatory to a Content License Agreement.

MLS Content – is defined as data, images, and all other information regardless of listing status, relevant to property listings.

MLS System – means the multiple listing service(s) that is/are provided by ARMLS.

Participant – has the meaning given to it in the ARMLS Rules and Regulations.

Publisher – is a third-party individual or entity that receives MLS Content from Participants that have specifically granted permission to the Publisher via the MLS

System or through an ARMLS Content License Agreement. Participants may provide their brokerage's listings, and no other brokerage's listings, to Publishers.

Real Estate Association (“Association”) – means a trade group that provides certain services for the benefit of its members. The members typically consist of a mix of industry professionals including real estate agents, appraisers, and others. For the purposes of the CAP, Associations that wish to consume data are considered Vendors.

RESO – means the Real Estate Standards Organization.

Solicitation Requestor – is an individual or entity whose intent is to use MLS Content for soliciting homeowners, consumers, or Subscribers. ARMLS does not provide MLS Content on any basis to non-Subscriber individuals or companies that wish to solicit homeowners or consumers. This includes, but is not limited to, moving companies, pest extermination services, water softener companies, pool service companies, home warranty providers, and other commercial enterprises.

Subscriber – means (a) a person who is, or who is affiliated with, a Participant, or (b) an Appraiser, to whom ARMLS has granted (subject to ARMLS Policies, these Rules, and payment of required fees) an identification code and password that permit access to the MLS and the ARMLS Compilation (collectively the “Subscribers”).

Vendor – is an individual or entity Licensed by ARMLS that provides products and services to Subscribers using MLS Content.

Virtual Office Website (VOW) – is an online brokerage website that complies with the detailed requirements of VOW policies as posted by ARMLS. Any subscriber to ARMLS may operate a VOW.

- IV. Aggregated Data Distribution.** ARMLS and its subsidiaries are permitted to license and distribute Aggregated Data derived from the information received through the submissions of its Subscribers.

ARMLS reserves the right to use, copy, modify, distribute, publish, create derivative works, allow the creation of derivative works by third parties, and process information and content derived from information provided, created or input by Subscribers through products, websites and all other ARMLS owned channels in which data is input or stored, to any third party including ARMLS subsidiaries, subject to the following stipulations:

- A. ARMLS will not allow the display of non-aggregate, individual listing-type data beyond the uses outlined in the Content Access Policy, Rules and Regulations, and the Subscriber Agreement.

- B. ARMLS will not allow Subscriber submitted photos or copyrightable text to be displayed.
- C. ARMLS will not allow any third-party access to aggregated data without an executed agreement.

V. License Agreements. All individuals and entities that are granted access to MLS Content are required to enter into a Licensing Agreement. At the sole discretion of ARMLS, Agreements may be customized as needed to address circumstances not addressed in the standard agreements.

There are four (4) standard agreements:

- A. ARMLS Subscriber Agreement – an access agreement between the MLS and a Subscriber to the MLS Content and MLS System. This agreement is agreed to electronically via the MLS System.
- B. Content License Agreement – Participant – a license for access to and use of the MLS Content by a Participant for the purposes of IDX, VOW, BBO or AVM. This agreement will be signed by the Participant and all parties who have access to or will be working with MLS Content.
- C. Content License Agreement Brokerage Firm for its own Proprietary Data – a broad license for ARMLS to deliver only the Participant’s brokerage MLS data back to the Participant. The Participant has no contractual restrictions on the use of their own data.
- D. Content License Agreement - Vendor – an enterprise license for access to and use of MLS content by a vendor, that allows the vendor to sell a product or products exclusively to Subscribers. This agreement will be signed by all parties who have access to MLS Content.

This type of license agreement is not available to Vendors, their parents and subsidiaries, or any otherwise similarly related entities owned by a Participant or Subscriber, or for which a Participant or Subscriber is a director, officer or otherwise has a fiduciary responsibility to the entity.

VI. Online Display Rules and Filtering of Listing Results

- A. Display via IDX and VOW – In addition to all CLA requirements, individual display policies for IDX and VOW displays can be found in the IDX rule section of the Rules and Regulations and in the VOW Policy respectively.
- B. No Filtering of Listings by Compensation or Name – MLS Participants and Subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are searchable by and displayed to consumers based

on the level of compensation offered to the cooperating broker or the name of a brokerage or agent. (NAR Policy Statement 8.5)

- C. MLSs must include the listing broker's offer of compensation for each active listing in MLS data feeds provided to Participants and Subscribers and must permit MLS Participants or Subscribers to share such information through IDX and VOW displays or through any other form or format provided to clients and consumers. The information about the offer of compensation must be accompanied by the following disclaimer: "The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed".

VII. Access to Data.

- A. Access to MLS Content for a Licensee is provided via the Real Estate Transaction Standard (RETS) or via a RESO certified WebAPI but may also be provided via any other method agreed to by ARMLS.
- B. Access to MLS Content for a Subscriber or Administrative Support Personnel is via direct internet access to the MLS System with a username and password.
- C. ARMLS offers Participants (and Subscribers as applicable) a single data feed in accordance with a participant's licensed authorized uses. At the request of a Participant, ARMLS will provide the single data feed for that Participant's licensed uses to that Participant's Consultant. The Consultant may use the single data feed only to facilitate that Participant's licensed uses on behalf of that Participant.

Note: If a Participant or Subscriber uses the same Consultant for multiple approved uses, upon request, ARMLS will provide one data feed with one associated CLA to accommodate for those uses.

- D. Misuse of Data Access. Licensee agrees not to:
1. publish, reformat, recompile, resell, repackage, copy, reverse engineer, disclose or use in any manner whatsoever the MLS Content, except as permitted in this paragraph, without the prior written consent of ARMLS;
 2. participate in the collection of large numbers of e-mail addresses, screen names, or other identifiers of others, a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
 3. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;

4. transmit unsolicited bulk or commercial messages commonly known as “spam;”
5. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the MLS System, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic, including excessive downloading of the MLS Content through any manual or automatic means, or interference sufficient to impede others' ability to use, send, or retrieve information.

Subscriber further acknowledges that:

- i. Regardless of whether any of ARMLS third party vendors set any limits on data consumption of the Service, ARMLS reserves the right to set its own limits;
 - ii. Excessive downloading can affect the service levels provided to other customers.
- E. In addition to all other rights and remedies contained in the Subscriber Agreement and Content License Agreements, ARMLS reserves the right to suspend or terminate the data access of any Licensee that in ARMLS sole determination, has violated Section D herein.

VIII. The Application and Contracting Process.

- A. Access to MLS Content must be requested on the Content License Application form, and the use of the data must be disclosed. If the Licensee provides services to multiple Subscribers, the data delivered to each must not exceed that necessary for the use specified in the Content License Agreement.
- B. Access to MLS Content is authorized through a mutually executed Content License Agreement. ARMLS reserves the right to approve or deny any Content License Application for any reason or no reason. Any changes or deviations in the use of the MLS Content from the use disclosed on the Content License Application and/or Content License Agreement must be reported to ARMLS prior to the implementation of any changes or deviations. Based on the intended use as described in the Content License Application, ARMLS will determine whether the new or additional intended use is approved or denied and if any additional fees apply. If approved, ARMLS will determine which data sets shall be applicable to applicant's requirements.
- C. All new access accounts created by the Content License Agreement may be subject to a set-up charge and a recurring monthly license fee. Set-up fees are

due before any access credentials to the content data servers are issued. The exact fees are detailed in the Content License Agreement.

IX. Policy Regarding License Agreements

- A. A Participant may request five Licenses for access to MLS Content at no charge. Free Licenses shall not be used to operate a VOW. Any additional License will be assessed a fee. If a Participant's access to MLS Content results in the Content being hosted on a third-party server for the benefit of the Participant or if a third-party otherwise has access to the Content, the third-party must be a signatory to the Content License Agreement.
- B. Subscribers, that are not a Participant, shall not have direct access to MLS Content other than their access to the online MLS System through the Subscriber Agreement, a VOW or as described in Section C.
- C. Subscribers can frame their Participant's data representation solution for their own individual online display, including the Internet Data Exchange (IDX) listing search portions. Subscribers also may purchase online display services from entities licensed by ARMLS, many are listed on ARMLS.com. Regardless of the method, the Participant must also execute the license agreement along with their Subscriber and is responsible to execute control over the IDX display.
- D. Affiliates are not eligible to receive MLS Content other than the content available through the ARMLS Subscriber Agreement.
- E. Franchisors requesting MLS Content to populate online displays for the Franchisor's online display shall be addressed as Publishers in this Policy.
- F. Franchisors requesting MLS Content to populate individual online displays, operated by their Participant firms, shall be addressed as Consultants in this Policy.
- G. Licensees may not provide access to the MLS Content to any other Participant or third-party.
- H. ARMLS requires Vendors to provide ARMLS staff access to the product or service they intend to deliver to Subscribers at no charge. The purpose of this access is for review and approval of the product or service and any subsequent updates to the product or service.
- I. ARMLS facilitates but does not endorse or promote Vendors or their products and services to Subscribers. For Participant's convenience, a list of ARMLS Vendors can be found on ARMLS.com.

X. Terms of Payment.

- A. Applicable set-up and monthly fees are payable by credit card prior to delivery of access credentials (ID, password and server location) to the Licensee. Checks should be payable to Arizona Regional Multiple Listing Service (ARMLS) at 130 S. Priest Rd. Suite 101, Tempe, AZ 85281-2593.
- B. Data Licenses for which fees are charged will be set up on an Auto Pay system.
- C. Monthly recurring fee must be paid in advance and is due on the 1st day of each calendar month by credit card, for full payment only.
- D. If payment is not received within 10 days of due date, access may be suspended or terminated.
- E. No refunds will be issued after access credentials are issued.
- F. A \$35.00 charge will be assessed for returned checks.
- G. Licensee will be invoiced on or about the 15th of every month for payments due the following month.
- H. Reactivations of terminated accounts may include past due charges and/or reinstatement fee.

XI. Technical and User Support.

- A. ARMLS will provide assistance for problems accessing content servers or interpreting the data/image files at no charge during the initial account set-up process.
- B. ARMLS does not provide ongoing database or online display development support.