

NWMLS Data Use Policy

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Northwest Multiple Listing Service

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A. Purpose

The purpose of this Data Use Policy (the "Policy") is to facilitate the use of NWMLS listing data by NWMLS Members. Pursuant to NWMLS Rule 27, the Policy sets forth detailed requirements regarding how Members access, use, and display listing data input by other NWMLS Members.

B. Definitions

1. **"Consumer"** means a member of the public who is a potential buyer or seller of real estate.
2. **"Listing Data"** includes the information and photographs contained within NWMLS's database about real property currently or previously listed for sale by a Member. Listing Data does not include a Member's own listings, but only those listings input by another Member.
3. **"Member"** means a real estate firm owning a membership with NWMLS as defined by NWMLS's Bylaws and Rules.
4. **"Subscriber"** means a real estate broker, licensed to a Member, with access to NWMLS's systems and applications.
5. **"Vendor"** includes any third party computer expert, consultant, internet service provider, web designer, or other technology provider that utilizes the Listing Data to deliver services or products to Members.

C. Limited License

NWMLS may grant a limited, revocable license to Members to use the Listing Data for the purposes set forth in the Policy.

1. **Vendors.** Many Members use Vendors to assist them with the use of the Listing Data. For example, Members may use a Vendor to (a) facilitate the public display of the Listing Data on the Member's public website or virtual office website; (b) facilitate the public display of the Listing Data on a mobile device (e.g., cellular phone, smart phone, etc.); (c) provide "back-office tools" to the Member such as statistical analytics or accounting services for the Member's internal use; or (d) provide products or services to the Member that the Member will provide to Consumers such as comparative market analyses, market reports, and lead generation tools. NWMLS may require a Vendor to complete a Vendor Application or similar form before providing a license to the Vendor.
2. **License and Control.** NWMLS may grant a limited, revocable license for the use of the Listing Data either directly to a Member or to a Member through the use of a Vendor. The Listing Data must be under the Member's control at all times, including when a Member has contracted with a Vendor to process the Listing Data. The license from NWMLS shall be in the form of a Data License Agreement (the "Agreement"), which shall include, without limitation, the following provisions:
 - a. **Parties to the Agreement.** The parties to the Agreement are NWMLS and Member.
 - b. **Joinder of Vendor.** Any Vendor assisting Member in the use of the Listing Data must also be a party to the Agreement
 - c. **Use of Listing Data.** The Agreement shall detail the how Member will use the Listing Data. The Listing Data may not be modified by Member or Vendor.

- d. **Audit.** NWMLS shall have the right to audit Member's and Vendor's use of the Listing Data at any time. The audit may include, but need not be limited to compliance with the Agreement, NWMLS Rules, and the Policy.
 - e. **Redistribution of Listing Data Prohibited.** Member and Vendor shall not redistribute, disseminate, or provide the Listing Data or access to the Listing Data to any third party, except to the extent consistent with the Policy. Provided that the primary purpose of the Agreement is not to facilitate data distribution, Vendor may distribute Member's listings to third parties with Member's permission.
 - f. **Marketing to NWMLS Members Only.** Vendor may only market its products or services to Members and may not market directly to Subscribers without written permission from the applicable Member.
 - g. **NWMLS Bylaws, Rules, and Policy Applicable.** All NWMLS's Bylaws, Rules, and the Policy to apply to the use of the Listing Data by Member and Vendor.
 - h. **Vendor Has No Rights to the Listing Data.** Vendor has no rights whatsoever in the Listing Data and the Agreement creates no third party beneficiary rights in Vendor.
 - i. **NWMLS May Terminate At Any Time.** NWMLS shall have the right at any time and in NWMLS's sole discretion, for any or no reason, to terminate the Agreement upon written notice to Member. Delivery of such notice to Member shall constitute delivery to Vendor. Upon termination of the Agreement, Member and Vendor shall return all of the Listing Data to NWMLS and remove all the Listing Data from publication.
 - j. **Termination of Membership.** Upon termination of Member's membership, the Agreement shall automatically terminate.
 - k. **Transfer by Process Defined by NWMLS Only.** The process and procedure for transferring the Listing Data shall be by such equipment and procedure as may be determined by NWMLS from time to time in its sole discretion.
 - l. **Indemnification.** Member and Vendor shall indemnify, defend and hold NWMLS harmless from any claims arising from or related to Member's or Vendor's use of the Listing Data.
 - m. **Non-Transferable.** The limited license granted by the Agreement is not transferrable.
 - n. **Fee.** NWMLS may charge a fee to the party processing the data in an amount determined by NWMLS from time to time.
3. **Right to Refuse or Revoke License.** NWMLS may, in its sole discretion, refuse to grant a license to any Member or Vendor and revoke any license granted at any time and for any or no reason. In making such determination, NWMLS may consider the following information:
- a. The type of product or service offered by Vendor and whether that product or service conflicts with NWMLS's purpose and philosophy or its Bylaws, Rules, or the Policy;
 - b. Whether a product or service offered by a Vendor conflicts with or duplicates a service provided by NWMLS;
 - c. Member's or Vendor's cooperation with NWMLS and compliance with NWMLS Bylaws, Rules, the Agreement, and the Policy;
 - d. Whether Member or Vendor is licensed to do business in Washington State or has a registered agent in Washington State;

- e. Member's and Vendor's data security standards and enforcement of that standard; and
- f. Any other information that NWMLS determines to be relevant.

D. Use of Listing Data

Members may use the Listing Data solely for the purposes set forth in this section.

1. Website Display

- a. **Member Display.** Members may republish all or a portion of the Listing Data identified in Exhibit A on Members' websites, including mobile websites, established and maintained in compliance with NWMLS Rules and the Policy. Members may not display any Listing Data that is defined as "confidential information" in NWMLS Rule 183.
- b. **Branding.** A Member's website that displays all or a portion of the Listing Data must prominently identify the Member's firm on every viewable page and must be held out to the public as the Member's website. If a Member "co-brands" its website with a third party, the branding of the Member's firm must be as conspicuous as the third party's branding.
- c. **Subscriber Display.** With the Member's permission, a Subscriber may maintain a website that displays the Listing Data or frames the Listing Data from the Member's website and includes information about the Subscriber. A Subscriber's website that displays the Listing Data must comply with NWMLS Rules and the Policy.
 - i. **Member Branding.** A Subscriber's website must prominently display the Member's firm banner, logo, or name on every page that displays the Listing Data. If the Subscriber "co-brands" its website with a third party, the identity of the Member's firm must be as conspicuous as the third party's branding.
 - ii. **Agreement.** In order to display any Listing Data, a Subscriber must sign an agreement with the Member, which includes the Subscriber's commitment to abide by the Policy to the same extent as the Member, which agreement shall be provided to NWMLS on request.
 - iii. **Member Responsible.** Each Member is responsible for ensuring that its Subscribers' websites comply with NWMLS Rules and the Policy.
- d. **Attribution to NWMLS.** Summary display and detail display of properties, including any Public Open House data, must identify all listings, other than the Member's own listings, as NWMLS listings by displaying the "three tree" icon or an explanation that the listing is provided courtesy of NWMLS. The icon or explanation must appear immediately adjacent to the property information and shall be at least as large as the type size used to describe the property. If the three tree icon is displayed, an explanation that the icon refers to a NWMLS listing must appear on the first page where such listing summary or detail descriptions are displayed. The type size used for the explanation shall be at least as large as the type size used to describe the property.
- e. **Attribution to Listing Firm.**
 - i. **Attribution.** Detail display of another Member's listing must include the name of the listing firm adjacent to the "Primary Photograph" or group of prominent photographs in a type size that is at least as large as the type size used to describe the property. Detail display of another Member's listing shall include a statement disclaiming liability for inaccuracies in the data as follows: "Disclaimer: The

information contained in this listing has not been verified by [insert Member firm name] and should be verified by the buyer.”

- ii. **Co-Branded Websites.** If a Member “co-brands” its website with a third party, the summary display and the detailed display of another Member’s listing must include the name of the listing firm in a size that is at least as large as the size of the third party’s branding.
- f. **Augmenting NWMLS Data.** A Member displaying the Listing Data may augment that display with additional, non-NWMLS content. However, the Member must clearly distinguish and separate the Listing Data from any additional non-NWMLS data displayed on the same site. The Member’s website must also clearly identify the source of the non-NWMLS data.
- g. **Seller Choice.** A Member’s website that displays any Website Field must comply with the following seller requirements. If a seller elects not to have certain data displayed, no Member may display the data, link to the data from the listing, link to the listing from the data, or otherwise subvert the seller’s election.
 - i. **Internet Display.** Listings for which the seller does not want to be displayed on the Internet, must not be displayed.
 - ii. **Address Display.** Listings for which the seller does not want the property address displayed, must not display the property address.
 - iii. **Map Display.** Listings for which the seller does not want a map showing the location of the property, must not display the map.
 - iv. **AVM Display.** Listings for which the seller does not want an automated valuation model (“AVM”) displayed (i.e. an estimate of the property value), must not display an AVM.
 - v. **Blog Display.** Listings for which the seller does not want a blog displayed, must not display a blog.
- h. **Member Blogs.** Members may host blogs on their websites that display the Listing Data. Blogs may discuss specific listings only if the seller has opted to allow such blogging via the NWMLS listing agreement. A blog may allow commentary from the Member, other Members, Subscribers, and the public. If a Member hosts blogs discussing specific listings, the Member’s site must comply with the following:
 - i. The Member must maintain and prominently display on the blog an e-mail address dedicated solely to receiving comments about the accuracy of any data or information displayed in the blog. The Member must actively monitor all incoming e-mails sent to the dedicated e-mail address.
 - ii. The Member must promptly correct or remove any false or inaccurate information related to a listing upon receipt of communication from the listing member or listing agent explaining why the information is false or inaccurate. The Member shall not be required to remove or correct any information that reflects good faith opinion, advice, or professional judgment.
 - iii. The Member shall not allow profane or obscene content and shall promptly remove such content from a blog.

- i. **Property Types.** The Property Types currently available for public display are Residential, Condominium, Vacant Land, Manufactured Homes, Multi Family, Commercial/Industrial, Business Opportunity, Rental, and Farm and Ranch.
- j. **Statuses.** The property statuses available for public display are Active, Contingent, Sold, Pending, Pending Inspection, Pending Feasibility, Pending BU Requested and Pending Short Sale – Additional Offers Requested. The display of listings in any property status other than Active must prominently identify the status of the listing ("Non-Active Listings"). Detail descriptions, listing summary, and map display of Non-Active Listings must clearly distinguish Non-Active Listings from Active listings by the use of distinct and conspicuous text, colors, or graphics. Listings in the "Pending BU Requested" status must describe the listings' status as "Pending – Backup Offer Requested." The display of each separate status is optional.
- k. **Display of Sold Data.** Members may display sold Listing Data on their websites (i.e., those sales that have closed and have been reported as sold in NWMLS's database). Like other statuses, Members may display all of the Listing Data identified in Exhibit A, including the primary and additional photographs of the property. However, additional photographs may only be displayed for those listings input after July 1, 2012. Members displaying sold content must display the name of the listing firm and the selling firm adjacent to the "Primary Photograph" or group of prominent photographs in a type size that is at least as large as the type size used to describe the property. Members must also give attribution to NWMLS as required in Section D(1)(d) of this Policy. Members may not display sold Listing Data for those properties where the seller has not authorized Internet display through the duration of the listing.
- l. **Updating.** The Listing Data displayed on a public website shall be updated at least once daily.
- m. **No Discrimination in Publication.** A Member's website must display the Listing Data based upon objective search criteria only and may not exclude listings or Listing Data on a subjective or arbitrary basis. However, a Member may "feature" its own listings and other Member's listings that the Member has written permission to advertise.
- n. **No Modification.** A Member may not modify or manipulate another Member's listing data or Public Open House data, but may augment that data subject to the Policy.
- o. **Price History.** Listing price history for the current listing may be displayed. Property price history for the property, including prior listings, may be displayed.
- p. **Market Time.** "DOM" field may be displayed only if the "CDOM" field is also displayed. A display of DOM and CDOM must include the following definitions and note in a legible font either directly below the data or by using an asterisk or other symbol that directs the user to the definitions.
 - i. **Days on Market (DOM)** is calculated from the listing date of the current listing. Time off market, including time when a sale is pending, is not included.
 - ii. **Cumulative Days on Market (CDOM)** is the sum of all DOM that is uninterrupted by a sale or more than 90 days off-market. Time off market, including time when a sale is pending, is not included.
 - iii. **NOTE:** For new construction, DOM and CDOM may include market time prior to completion.

- q. **No Scraping.** A Member republishing the Listing Data shall take reasonable efforts to prevent "scraping" of the Listing Data and the display of that data on another, unapproved website. This does not prohibit a Member from allowing the Listing Data to be "indexed" for search engine optimization, so long as the Listing Data is not repurposed or otherwise misappropriated.
- r. **Franchisor Display.** If a Member is a franchisee as defined by RCW 19.100.010, the Member may authorize its franchisor to republish the Listing Data on a website that is controlled by the franchisor, which shall not be considered "co-branding." The Member is responsible for ensuring that the franchisor's republication of the Listing Data is in compliance with NWMLS Rules and the Policy.
- s. **Correction of Violations.** Unless otherwise stated in a notice of a violation of the Data Use Policy from NWMLS, noted corrections must be accomplished within ten days of the date of the notice.

2. Mobile Applications

- a. **Member Display.** Members may republish all or a portion of the Listing Data identified in Exhibit A on mobile devices (e.g. cell phones, smart phones, personal digital assistants (PDAs), etc.) through the use of mobile applications (i.e. software designed to run on mobile devices). Members may not display any Listing Data that is defined as "confidential information" in NWMLS Rule 183.
- b. **Mobile Application.** The mobile application may only display the Listing Data for the purpose of allowing a Consumer to view the Listing Data. The application shall not permit a Consumer to extract, save, manipulate, export, distribute, or otherwise use or access the Listing Data.
- c. **Display.** The display of the Listing Data shall comply with the requirements of Section D(1) (Website Display) of this Policy and shall only be in a visible format (not audible).
- d. **Search Results.** The mobile application may only retrieve and display a maximum of five hundred (500) listings in response to an inquiry from a Consumer.

3. Text Messaging.

- a. **Member Display.** Members may display all or a portion of the Listing Data identified in Exhibit A through text messages as follows:
- b. **Attribution to NWMLS.** Any text message containing Listing Data must give attribution to NWMLS as required by Section D(1)(d) of this Policy.
- c. **Attribution to Listing Firm.** Any text containing more than five (5) fields of Listing Data must give attribution to the Listing Firm as required by Section D(1)(e) of this Policy.
- d. **Links to Websites.** If the Member's text contains a link to a website that contains Listing Data, the website (including a mobile website) must comply with the requirements of Section D(1) (Website Display) of this Policy.
- e. **Unsolicited Text Messages.** Members may not send unsolicited texts to Consumers containing Listing Data.
- f. **Text from the Member.** Any text message containing Listing Data must appear to be from the Member or Subscriber (not the Vendor), even if the text is sent by a Vendor.

4. Virtual Office Website Display

- a. **Virtual Office Website.** Members may republish all or a portion of the Listing Data identified in Exhibit A on Members' Virtual Office Websites ("VOW") established and maintained in compliance with NWMLS Rules and the Policy. A VOW is a website where a Member is capable of providing real estate brokerage services to Consumers with whom the Member has established an agency relationship under RCW 18.86.
- b. **VOW Log-In.** Before granting a Consumer access to a VOW, a Member must obtain the identity of each Consumer and obtain each Consumer's agreement to the VOW's terms of use as follows:
 - i. **Name and E-Mail Address.** A Consumer must provide his or her name and a valid e-mail address. A Member must confirm that the e-mail address is valid before providing a Consumer access to a VOW.
 - ii. **User Name and Password.** A Consumer must supply a user name and password in order to "log-in" to a VOW. An email address may be associated with only one user name and password. The Consumer's password and access to a VOW must expire on a date certain, but may be renewed by the Consumer.
 - iii. **Records.** A Member must maintain a record of the name and e-mail addresses of the Consumers having access to a VOW.
 - iv. **Terms of Use.** A Consumer must agree to the following terms of use before accessing a VOW:
 - aa. Consumer acknowledges entering into an agency relationship with the Member under RCW 18.86;
 - bb. All data obtained from the VOW is intended only for the Consumer's personal, non-commercial use; and
 - cc. Consumer will not copy, redistribute, or retransmit any of the data except in connection with Consumer's consideration of the purchase or sale of an individual property.
- c. **VOW Display.** The display of Listing Data on a VOW must comply with Section D (Website Display) of this Policy. However, a Member may provide the following real estate brokerage services through a VOW:
 - i. **Professional Opinion.** A Member may offer its professional opinion about a specific listed property. The Member's opinion must contain the following statement: The following information is [insert Member name]'s professional opinion and does not represent the opinion of other real estate professionals. A Member displaying its professional opinion about a property must comply with Section D(1)(h)(i – iii) of this Policy related to displaying an e-mail address dedicated solely to receiving comments about the accuracy of the Member's professional opinion.
 - ii. **Selective Republication.** A Member may display Listing Data based upon the Member's subjective search criteria. For example, a Member could only display those listings in a geographic area that the Member deemed to be a "good investment." If a Member elects to only display a subjective subset of the Listing Data, a Member must clearly and conspicuously display the following statement so that the Consumer knows what information is being displayed: [Insert Member name] has selected to only display the following listings based upon [insert Member name]'s subjective classification of these properties as [insert subject criteria]. This listing information does not reflect all of the properties available for sale through members of the Northwest Multiple Listing Service."

5. Member Internal Use

- a. **Member Use.** Members may use the Listing Data for internal purposes such as accounting, statistics, contact management, transaction management, or other internal applications. For the purposes of this Section 5 (Member Internal Use), “Members” shall include Appraiser Associate Members.
- b. **Vendor Use.** If a Member utilizes a Vendor to facilitate the Member’s internal use of the Listing Data, the Vendor must submit a detailed description of the Vendor’s product or service to NWMLS, which shall be attached to the Agreement and include the following information:
 - i. **A description** of how the product or service makes use of the Listing Data, including a list of which data fields will be utilized;
 - ii. **A description** of the intended market audience of the product or service; and
 - iii. **Any other** information that would assist NWMLS in evaluating the suitability and acceptability of the product or service.
- c. **No Consumer/Public Display.** If NWMLS licenses the Listing Data to Member solely for Member’s internal use, Member and Vendor may not, under any circumstances, display, publish, or make available the Listing Data or a product or service utilizing the Listing Data to any Consumer.

6. Products/Services for Display to Consumers

- a. **Member/Vendor Use.** Members may use the Listing Data for products and services to display, publish, or otherwise supply to Consumers such as comparative market analysis, statistic reports, market reports, automated prospecting, lead generation, and other real estate information for a Consumer. Members may utilize a Vendor to facilitate a Member’s use of the Listing Data to provide products and services to Consumers.
- b. **Product/Service.** A Member or Vendor seeking to use the Listing Data for purposes described in this Section (D)(6) (Products/Services for Display to Consumers) must submit a detailed description of the product or service to NWMLS, which shall be attached to the Agreement and include the following information:
 - i. A description of how the product or service makes use of the Listing Data, including a list of which data fields will be utilized;
 - ii. A description of the intended market audience for the product or service; and
 - iii. Any other information that would assist NWMLS in evaluating the suitability and acceptability of the product or service.
- c. **Listing Data.** In making a product or service available to Consumers under this section, Members may republish all or a portion of the Listing Data identified in Exhibit A. Members may not display any Listing Data that is defined as “confidential information” in NWMLS Rule 183.
- d. **Attribution to NWMLS.** Products and services utilizing the Listing Data and provided to a Consumer must include a statement that the information used by the product or service was provided courtesy of NWMLS. That attribution may be made by displaying the “three tree” icon or an explanation that the information used by the product or service was provided courtesy of NWMLS. The icon or explanation must appear immediately adjacent to the relevant information and shall be at least as large as the type size used to communicate the

information. If the three tree icon is displayed, an explanation that the icon refers to NWMLS must appear on the same page where such information is displayed.

- e. **Display of Property Specific Data.** If any product or service displays Listing Data for any individual property, the display must comply with the requirements of Section D(1) (Website Display) of this Policy.
- f. **Communication from Member.** Any communication made using a product or service that contains Listing Data must appear to be from the Member or Subscriber (not the Vendor), even if the communication is sent by a Vendor. If the communication from the Member is “co-branded” with a third party, the branding of the Member’s firm must be as conspicuous as the third party’s branding.

E. Public Open House Data

- 1. **Participation.** Unless a Member elects, in writing, not to participate in the Public Open House service, (i) the Member may input Public Open Houses; provided, however, that a licensee shall be in attendance at all open houses input into NWMLS's database; and (ii) a Member may also receive the Public Open House data for Internet or mobile application republication.
- 2. **Non-participation.** If a Member elects not to participate in the Public Open House service, the Member may not input or republish Public Open House data.
- 3. **Display.** Republication of Public Open House data may be limited by county, but shall include a display of all of the data provided by NWMLS for selected counties. When displaying Public Open House data, all open houses shall appear in the same font and style; provided, however, that a Member may display its open houses first, followed by all others. If a Member publishes any Public Open House data received or obtained from NWMLS, the Member may not publish public open houses that were not obtained or received from NWMLS, including the Member's own open houses. Republication of Public Open House data shall otherwise abide by NWMLS's Rules and Policies for republication of the Website Fields.

F. Ownership of NWMLS Database

- 1. **Access.** Members shall not permit unlicensed persons associated with the Member to access NWMLS’s database.
- 2. **Ownership.** All aspects of NWMLS’s database are owned by NWMLS. NWMLS is the sole owner of all copyrights in the database. Any grant of use of any portion of the database to a Member, associate Member or subscriber does not constitute a conveyance of any attribute of ownership of the database or the copyrights therein. The rights of Members, associate Members and subscribers in the database shall be limited to a non-exclusive license to use portions of the database strictly in accordance with the terms of NWMLS’s Bylaws, Rules and Policies as they exist or may be amended from time to time. NWMLS grants no right to sell, loan, distribute, lease, rent, or display, add to, subtract from, modify, alter, restructure, reorganize or otherwise manipulate all or any portion of the database. Notwithstanding the foregoing, nothing in this section should be interpreted to require a transfer of a Member’s ownership of that Member’s own listings, which are and shall remain the property of that Member.

G. Prohibited Uses

1. **Use of Proprietary NWMLS Information to Solicit Extraneous Business Opportunities Prohibited.** No person or entity receiving the Listing Data may market a product or service that uses any Listing Data or other NWMLS data to subscribers that are not licensed to the Member receiving the Listing Data. Unless a Member first obtains the listing Member's permission, no Member shall utilize proprietary NWMLS information to identify and contact an owner or seller to solicit business or promote the business interests of the Member or a third party except as reasonably necessary or appropriate to accomplish the transaction sought by the owner or seller in the listing agreement.
2. **Disclosing Proprietary NWMLS Written Material to Non-Members Prohibited.** No Member shall give any material received from or through NWMLS, or any information derived, extracted or compiled, in whole or in part, from written material of the Listing Data from NWMLS to any non-member (including buyers, sellers and financing institutions) except in connection with soliciting or obtaining listings, offers and financing or appraisal or closing of a sale. Notwithstanding the foregoing, this section should not be construed to prohibit the republication of all or a portion of the Listing Data on the Internet or through mobile applications consistent with NWMLS Rules and this Policy.
3. **Special Rules Regarding Use of Certain Optional Applications Available for Internet Publication.** Members publishing Realist Valuemap ("RVM") functionality provided by CoreLogic and made available to Members through NWMLS agree not to resell, relicense, or redistribute RVM, in whole or in part, or any of the underlying content contained within RVM. Further, members may not authorize visitors to members' websites to access RVM for purposes other than pertaining to visitors' decision to purchase, sell, lease or refinance residential real properties and may not authorize visitors to resell, relicense, or redistribute RVM, in whole or in part, or any of the underlying content contained within RVM. Members shall include a link in Members' websites displaying RVM to a website maintained by NWMLS containing Corelogic's then current Privacy Policy, Terms & Conditions, and other pertinent information.

H. Data Transfer Process

1. **Set-up.** After the execution of the Agreement by the Member and the Vendor, NWMLS technical staff will communicate with the Member or the Vendor to establish the transfer of the Listing Data.
2. **Process.** The process and procedure for transferring NWMLS's data shall be by such equipment and procedure as may be determined by NWMLS from time to time in its sole discretion.

I. Security of Listing Data

1. **Data Security.** Members and Vendors accessing or using the Listing Data shall:
 - a. Be responsible for the security of the Listing Data;
 - b. Comply with commercially reasonable standard practices for preventing unauthorized access to the Listing Data; and
 - c. Promptly notify NWMLS in the event of a security breach.

J. Digital Millennium Copyright Act

1. **DMCA Notice.** As a condition to displaying the Listing Data on the Internet, each Member and Subscriber (who operates under a separate legal entity) designate an agent to receive notifications of claimed copyright infringement with the United States Copyright Office under the NWMLS Digital Millennium Copyright Act (“DMCA”) (17 U.S.C. § 512). Members must also post the required DMCA notice (see, e.g. Exhibit B to this Policy) on all websites that display the Listing Data and otherwise comply with the requirements of the applicable sections of 17 U.S.C. § 512(c). The failure to comply with this section shall result in the immediate suspension of the subject Member’s license to use and display the Listing Data, without prior notice to the Member.

K. No Vested Right

1. **No Vested Right.** Members and Vendors have no vested right in the continuation of NWMLS Rules or this Policy, which may be amended from time to time in the discretion of NWMLS.

Exhibit A

Listing Data fields for public display, including primary and additional photographs, available on the NWMLS Discover website (nwmls.com):

- *Listing Data Fields ~ Business Opportunity*
- *Listing Data Fields ~ Commercial*
- *Listing Data Fields ~ Condominium*
- *Listing Data Fields ~ Farm and Ranch*
- *Listing Data Fields ~ Manufactured Homes*
- *Listing Data Fields ~ Multi-Family*
- *Listing Data Fields ~ Rental*
- *Listing Data Fields ~ Residential*
- *Listing Data Fields ~ Vacant Land*

Exhibit B

Digital Millennium Copyright Act Notice

Claims of Copyright Infringement & Related Issues (17 USC § 512 et seq.)

We respect the intellectual property rights of others. Anyone who believes their work has been reproduced in a way that constitutes copyright infringement may notify our agent by providing the following information:

- a. Identification of the copyrighted work that you claim has been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at the site;
- b. Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located so that the copyright agent can locate it;
- c. Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- d. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Upon obtaining such knowledge we will act expeditiously to remove, or disable access to, the material. Please be aware that there are substantial penalties for false claims.

If a notice of copyright infringement has been wrongly filed against you, you may submit a counter notification to our agent. A valid counter notification is a written communication that incorporates the following elements:

- a. A physical or electronic signature of the poster;
- b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- c. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- d. Your name, address, and telephone number; a statement that you consent to the jurisdiction of federal district court for the judicial district in which your address is located, or if your address is outside of the U.S., for any judicial district in which the service provider may be found; and that you will accept service of process from the complainant.

Notices of the foregoing copyright issues should be sent as follows:

By mail:

Windermere Professional Partners
4701 S 19th Street, Suite 200
Tacoma, WA 98405
Attention: Copyright Compliance/Marketing Department

By e-mail:

wppmarketing@windermere.com

If you give notice of copyright infringement by e-mail, an agent may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action.

This information should not be construed as legal advice. We recommend you seek independent legal counsel before filing a notification or counter-notification. For further information about the DMCA, please visit the website of the United States Copyright Office at: <http://www.copyright.gov/>.