

GREATER NORTHWOODS MLS

320 Oak Street

PO Box 377

Woodruff, WI 54568-0377

Phone: 715-356-3400



Greater Northwoods

Please **DOWNLOAD** this form if you wish to complete it electronically

IDX / RETS – LIMITED DATA EXPORT REQUEST

	Enter Information Below
Broker Name	
Brokerage	
Phone + Email	
If for Agent – Name	
Website URL using data	
Vendor Contact + Phone	
Vendor Fax	
Vendor Company Name	
Vendor Address	
Vendor Contact Email	
Feed Type Requested (select):	Include Vtour links

Broker Signature: _____

Return by fax to Board Office at 888-399-2118 or email to NorthwoodsRealtors@gmail.com.

For MLS Office use:

Received by _____ Date: _____

Date activated: _____

Feed #: _____

User ID: _____

GREATER NORTHWOODS MLS® DATA USE

Instruction Page

Thank you for your interest in authorizing and using an IDX data feed from the Greater Northwoods MLS.

IDX is a specific type of data sharing allowed between MLS Broker/Participants who have agreed to share each other's listing information. The listing data may only be used on a website under the actual and apparent control of the Participant for consumers' non-commercial use.

This should not be confused with a distribution of your own listings to a third party, franchise, or corporate website. Using such a site to display listing information from other brokers (whose data is in the IDX feed) would likely be in violation of Wisconsin regulations that limit the right to advertise property to listings for which you have an active contract to sell. The following pages contain the full detail regulating the use of IDX data.

Steps to complete for IDX data feed:

1. Complete the separate "IDX Data Feed Request Form" authorizing the MLS to send your data. If you are an agent, you will need your broker's signature on these forms.
2. Read and understand this entire agreement.
3. On page 1, in the first paragraph, fill in your name and company where it says: [LICENSEE FULL NAME]
4. On the 3rd page type in ALL of the contact information, names etc. and sign the upper left block.
5. Forward this agreement to your vendor and have them review the agreement also complete and sign the lower left block if they agree.
6. On the last page type all websites, etc. where data will be displayed.
7. The document is then ready to return to the GNMLS for processing a data feed.

The Greater Northwoods will stop all data transfers if breaches of the agreement are not promptly corrected upon notice.

We thank you for your time and effort in ensuring yours and other brokers' data is used safely and in the way all agreed to by participating in a Realtor owned MLS.

**GREATER NORTHWOODS MLS®
IDX DATA LICENSE AGREEMENT**

This Content License Agreement (this "Agreement") is made and entered into as of [DATE] (the "Effective Date") by and between [LICENSEE FULL NAME _____] ("LICENSEE") and [Greater Northwoods MLS®] ("Licensor" or "Provider"). Both LICENSEE and Provider may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, subject to the terms of this Agreement, Provider agrees to provide [LICENSEE] with the Licensed Content and [LICENSEE] agrees to use the Licensed Content only as permitted by the terms of this Agreement and the Internet Data Exchange (IDX) Policy, attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Access to Licensed Content and Limited License. Provider hereby grants [LICENSEE] during the term of this Agreement, a limited revocable, non-exclusive, non-transferable license to access and use the Licensed Content, as in the manner described in Exhibit A.
2. Ownership of Listing Content. Provider and/or its suppliers or licensors (as applicable) own all intellectual property rights and interests to the Licensed Content. [LICENSEE] makes no claim to any ownership interest in the Licensed Content obtained from Provider hereunder, and nothing in this Agreement shall be construed as providing, transferring, assigning, and/or granting to [LICENSEE] any right or interest of ownership in the Listing Content.
3. Data Protection. [LICENSEE] shall employ commercially reasonable measures designed to prevent third parties from unauthorized access to and/or use of the Licensed Content. These measures must include, but are not limited to, protection against data mining by scraping or similar means, implementation of security policies and procedures, restriction of network traffic to necessary ports and protocols, use of secure protocols for maintenance, implementation of intrusion prevention systems, configuration and security patching of servers based on best practices, implementation of a program to manage software vulnerabilities so as to conform with generally accepted industry standards.
6. Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED IN SECTION 5, THE LICENSED CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE LICENSED CONTENT IS ERROR FREE.
7. Limitation of liability/exclusion of warranties. In no event shall GNMLS be liable to Licensee for any indirect, special, incidental, consequential or punitive damages of any kind whatsoever arising from any

breach of this Agreement, even if GNMLS has been advised of the possibility of such damages; Licensee's sole remedies against GNMLS hereunder shall be termination of this Agreement and direct damages not in excess of the amounts licensee has paid to GNMLS hereunder in the 12 months immediately preceding the first event giving rise to any claim For breach. GNMLS disclaims ALL representations and warranties except those expressly set forth in this Agreement. This paragraph sets out licensee's exclusive remedies, and UNDER NO CIRCUMSTANCES SHALL LICENSEE BE ENTITLED TO EQUITABLE REMEDIES. GNMLS makes no warranty, including those of title, availability, or non-infringement, regarding marks licensed under this Agreement, if any.

8. Term and Termination. Either Party may terminate this Agreement upon five (5) days' written notice to the other Party in the event the other Party materially breaches this Agreement and fails to cure such breach within the notice period. Upon termination, [LICENSEE] will remove the Licensed Content from the Licensee Displays within three (3) business days after receiving notice from Provider to do so.

9. General Limitation of Liability. Neither Provider nor any of its suppliers or licensors who provide any Licensed Content to LICENSEE shall be liable for any damages, losses or claims, including, without limitation, any consequential, incidental, special, or exemplary damages, which may arise, whether now or in the future, solely with regard to the accuracy, authenticity or completeness of the Licensed Content. Any reliance upon the Licensed Content by LICENSEE shall be at their own risk.

13. General.

- a. Entire Agreement. This Agreement, including exhibits and/or attachments hereto, sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any exhibit, the terms and conditions of the exhibit will govern.

**GREATER NORTHWOODS MLS®
IDX DATA LICENSE AGREEMENT**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

<hr/> <p>[GNMLS Broker Participant Signature] [Firm name] _____ [Print Name] _____</p> <p>Notices: [LICENSEE FULL NAME] _____ [ADDRESS] _____ [EMAIL] _____</p> <hr/> <p>[Vendor Signature for above Broker Participant] [Firm name] _____ Print Name] _____ Title:] _____</p> <p>Notices: [VENDOR FULL NAME] _____ [ADDRESS] _____ [EMAIL] _____</p>	<hr/> <p>[GNMLS SIGNATURE] Print Name: [Lon Fisk] Title: [MLS Coordinator]</p> <p>Notices: [Greater Northwoods MLS] [PO Box 377, Woodruff, WI 54568] [northwoodsrealtors@gmail.com]</p>
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EXHIBIT A
Licensed Content; License Rights

(1) Access:

Provider will make the Licensed Content available to [LICENSEE] using the following method (or another method mutually agreed upon by the Parties and specified herein):

Provider will grant [LICENSEE] with access to a data server that delivers the Licensed Content via Real Estate Transaction Standard ("RETS") version 1.5 or more recent adopted RESO API standard. Provider will provide [LICENSEE] with RETS server login credentials within 5 business days of the Effective Date. [LICENSEE] and Provider will coordinate to facilitate the acquisition of the Licensed Content and the transfer of that Licensed Content to [LICENSEE].

[LICENSEE] will make a commercially reasonable effort to update the Licensed Content with the updated Licensed Content provided by Provider on at least a 12 hour basis, seven (7) days per week. Photos provided in the Licensed Content will be updated at least daily.

(2) License to [LICENSEE]:

Provider hereby grants to [LICENSEE] a non-exclusive, right to reproduce, distribute, and publicly display the Licensed Content as mutually agreed upon between the parties, and only (a) on and in connection with the operation, marketing and promotion of the Licensee Displays, subject to the policies set forth in Exhibit B and other terms and conditions set forth in this Agreement, and (b) for the exclusive purpose of providing real estate information to consumers that have a bona fide non-commercial interest in the buying of, selling of, renting of, or learning about residential real estate.

(3) [LICENSEE] Obligations:

a. [LICENSEE] acknowledges and agrees that it will comply with the [LICENSEE] GNMLS IDX Policy set forth in Exhibit B.

b. Except as set forth herein, [LICENSEE] represents and warrants that it will not alter in any way the photographs or other media it receives from the Provider]. [LICENSEE] is permitted to adjust the size of the photo, but Licensee shall not remove any Provider watermarks or copyright notices, shall not display partial depictions of the photos, shall not crop the photos, and shall not remove any other information contained in the photo files.

(4) Licensed Content Specification:

The Licensed Content will include all fields and media that Provider allows for Internet Data Exchange ("IDX") public facing consumer searches and display. Licensed Content provided to [LICENSEE] by Provider shall be limited to data which Provider and/or the broker participant members of Provider have authorized for use by [LICENSEE] as provided under this Agreement.

(5) FEES:

[LICENSEE] will pay Provider an annual fee of \$ 0 . If a fee greater than \$0 is specified in this Section, Provider will invoice [LICENSEE] on the Effective Date for the annual fee for the Initial Term. After the Initial Term Provider will invoice [LICENSEE] for the annual fee on or after each applicable annual anniversary of the Effective Date. [LICENSEE] will make payment by check or any other method of payment agreed to between the parties, to Provider within 30 calendar days after the receipt of Provider's invoice.

** Subject to Section 18.4 of IDX policy.

Section 18 IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants. (Amended 05/12)

Section 18.1—Authorization: Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. Individual listings that the participant refuses to permit for display on IDX sites may not be entered into the multiple listing service. (Amended 05/12)

Section 18.2 Participation

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. (Amended 11/09)

Section 18.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 05/12)

Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 05/12)

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) (Amended 05/12)

Section 18.2.4

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list

price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant. (Amended 11/06)

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. (Amended 11/14)

Section 18.2.6

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. (Amended 05/12)

Section 18.2.7

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 05/12)

Section 18.2.8

Any IDX display controlled by a participant or 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, either or both of those features shall be disabled or discontinued for the seller's listings 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 participants. Except for the foregoing and subject to Section 17.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 05/12)

Section 18.2.9

Participants 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 the participant beyond that

supplied by the MLS and that relates to a specific property. Participants 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 the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 05/12)

Section 18.2.10

An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)* **M**

Section 18.3 Display

Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed. (Amended 05/12)

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 05/12)

Section 18.3.2

Participants shall not modify or manipulate information relating to other participants’ listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

Section 18.3.3

All listings displayed pursuant to IDX shall identify the listing firm 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 minimal information (e.g., “thumbnails,” 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. (Amended 05/12)

Section 18.3.4 intentionally omitted – not adopted

Section 18.3.5

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation.

Section 18.3.6 intentionally omitted - deleted November 2006

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g., “thumbnails”, 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. (Amended 05/12)

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails,” 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. (Amended 05/12)

Section 18.3.9 intentionally omitted – not adopted

Section 18.3.10

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

Section 18.3.11

Listings obtained through IDX feeds from Realtor® Association MLSs where the MLS participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., "thumbnails," 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. (Amended 11/14)

Note: An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)*

Section 18.3.12

Display of expired or withdrawn listings is prohibited. (Amended 06/17)

Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

Sections 18.3.14 & 18.3.15 intentionally omitted – not adopted

Section 18.3.16

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 participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the board of directors. (Adopted 11/01, Amended 5/05)