QUAD CITY AREA REALTOR® ASSOCIATION

Please complete this Participant IDX Agreement and return it to:
QCARA
1900 State Street, Suite 1, Bettendorf, IA 52722
Fax: 563-355-2619
Email: klittlejohn@qcarealtors.com

Participant IDX Agreement

By signing below I agree to the terms listed in the agreement.

==**If this request is for a FIRM website, fill out this section**==

Firm Name: _____

Participant Name: _____

Participant Email: _____

Destination Website Address: _____

Information to receive: ☐ **Active Information** ☐ **Active and Sold Information**

==Firm Approval Signature:== _____

==**If this request is for an <u>AGENT</u> website, fill out this section**==

Office Name: _____

Broker Name: _____

Agent Name: _____

Agent Email: _____

Destination Website Address: _____

==Agent Signature:== _____

==Firm Approval Signature:== _____

> Both agent and designated broker signatures required

Vendor Information

Vendor Company Name: Constellation Web Solutions

Vendor Contact: Daniel Dlhy

Vendor Address: 6737 West Washington St, Suite 2120, West Allis, WI 53214

Vendor Phone: 425-636-6910

Vendor Email: brokersolutions@constellationws.com

Vendor Signature: _Daniel Dly_

Current Vendor Login Name: CONSTELLATION (user-agent: Wrecks/1.0)

Vendor: Feeds are only available in a RETS feed.

QCARA does not offer SmartFraming.

QCARA accepts this agreement: _____   _____
                                              Signature   Date

This agreement expires July 1 each year and must be renewed with new a contract.

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IDX SUBSCRIBER:

By completing a Participant IDX agreement, I understand that I am hereby giving every other Internet Data Exchange Subscriber in QCARA permission to advertise my active MLS listings on its own website, subject to the Rules and Regulations of QCARA. Other IDX's are not obliged to display my listings. I authorize QCARA to distribute my active listing data to other Internet Data Exchange Subscribers pursuant to its Rules and policies. By "Opting-in" to this program I commit to participation until such time as I would, in writing, "Opt-out".

RECITALS:

From time to time, QCARA receives requests from its participants, and from other parties operating sites on the worldwide web (collectively, "Requesting Parties"), to download subsets of the QCARA database consisting of active exclusive right to sell listings that do not otherwise prohibit Internet or electronic advertising ("Listings"). Broker has requested that QCARA facilitate download of IDX qualified Listings and the transfer of such Listing data to the parties designated on Page 1.

BROKER/AGENT IT IS AGREED:

1. **Agreement to Provide to Requesting Parties: No Duty to Review or Correct.** Broker hereby directs QCARA, and QCARA hereby agrees to deliver to Requesting Parties through access to QCARA's MLS database, all IDX qualified Listings. QCARA shall not be responsible for reviewing or correcting the form or content of Listings. Listings shall include all Listings for all IDX participating offices. QCARA shall not be responsible for the ability of Requesting Parties to interface with QCARA's MLS database. Broker and Broker's Webmaster shall be responsible to filter any listing information to exclude non-IDX Participants from information used on Broker's web site.

2. **Accommodation.** The parties acknowledge that QCARA is merely serving as a conduit to collect Listing data from IDX participating offices Listings and transfer such data to Requesting Parties. QCARA provides that function as an accommodation to Broker. QCARA reserves the right to charge the requesting party a per hour service charge for technical assistance received from QCARA assisting the requesting parties in the development of their sites. The charge will be the going rate charged at the time requested.

3. **Broker's Representations and Warranties.** Broker hereby represents and warrants to QCARA the following; Broker has all legal right and power to enter into this Agreement; Broker's execution and performance of this Agreement will not violate any law or agreement; Broker's Listings are original creations and their provision to QCARA by Broker does not, and their provision by QCARA to Requesting Parties and their use by Requesting Parties will not, infringe any copyright, patent, trade secret, trademark or other proprietary right held by any third party; and no permission of or payment to any third party will be required for any Requesting Party's use of such Listings. Broker and Agent shall not make the QCARA Data available to any third party unless expressly authorized to do so under this agreement.

4. **Indemnity.** Broker shall indemnify, defend, and hold harmless QCARA and its successors and all other IDX participants and assigns against any and all damages, losses, liabilities, expenses, demands, claims, and actions, including reasonable attorneys' fees and court costs, brought against or incurred by either or both parties hereto in connection with Broker's Listings, whether due to their inaccuracy or otherwise, or otherwise caused by Broker's breach of any of the terms of this Agreement.

5. **Attorneys' Fees.** In the event of any legal action with respect to this Agreement, including an action for breach of this Agreement, the prevailing party shall be entitled to recover from the other, reasonable attorneys' fees and costs incurred in connection with such litigation, whether at trial or on appeal thereof or review there from.

_____ **Broker/Agent** _____DD_____ **Vendor** **acknowledges that they have read this page.**
Initial(s)   Initial(s)

_____ **QCARA Representative acknowledges above signatures.**

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VENDOR IT IS AGREED:

6. **Agreement to Provide to Vendor: No Duty to Review or Correct.** Broker has directed QCARA, and QCARA hereby agrees to deliver to Vendor through access to QCARA's MLS database, all IDX eligible Listings. QCARA shall not be responsible for reviewing or correcting the form or content of IDX eligible Listings. Broker and Broker's Webmaster shall be responsible to filter any Listing information to exclude non-IDX Participants from information used on Broker's web site. QCARA shall not be responsible for the ability of Vendor to Interface with QCARA MLS database. Broker may withdraw this direction to QCARA and or permission of Vendor to access IDX eligible Listings at any time, making this agreement null and void.

7. **Accommodation.** The parties acknowledge that QCARA is merely serving as a conduit to collect Listing data from IDX eligible Listings and transfer such data to Vendor. QCARA provides that function as an accommodation to Broker. QCARA reserves the right to charge the requesting party a per hour service charge for technical assistance received from QCARA assisting the requesting parties in the development of their sites. The charge will be the going rate charged at the time requested.

8. **Purpose.** The Vendor shall use the data for the sole and express purpose of producing advertisements on the worldwide web for the Broker/Agent indicated above. The data shall be the data of the IDX eligible Listings only. Broker and Broker's Webmaster shall be responsible to filter any Listing information to exclude non-IDX Participants from information used on Broker's web site.

9. **Obligations.** Vendor shall not make the QCARA Data available to any third party. In the event that Vendor provides services to Participants other than Broker or Agent, Vendor must enter separate contracts with QCARA.

10. **Unauthorized use.** If, at any time, the Vendor or any of its employees use the information described in item 1 or any other information available from QCARA's MLS system for any other purpose, QCARA shall have the right to cancel this Agreement immediately. QCARA shall also have the right to pursue any and all legal remedies available to it for inappropriate or unauthorized use of QCARA's data.

11. **Copyrighted Information.** Vendor hereby acknowledges that the information received under this agreement is Copyrighted Multiple Listing Information belonging to QCARA and that it may be used only in the content of this agreement.

12. **Assignment and delegation.** Neither party may assign any rights or delegate any duties hereunder without the express prior written consent of the other party.

13. **Controlling law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Illinois.

14. **Notices.** All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to QCARA or the Vendor at their last known address.

15. **Binding effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

_____ **Broker/Agent**   ___DD___ **Vendor   acknowledges that they have read this page.**
Initial(s)   Initial(s)

_____ **QCARA Representative acknowledges above signatures.**

AUDITS OF COMPLIANCE:

QCARA may, or at its option may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Firm, Agent, and Vendor to the extent reasonably necessary to ascertain Firm's, Agent's, and Vendor's compliance with this Agreement ("Audit"). Audit activities may include, without limitation, obtaining full access to Firm's, Agent's, and Vendor's websites and systems to ensure that QCARA Data is displayed in accordance with the QCARA Policies; using all features available to end-users of Firm's, Agent's, and Vendor's systems that employ the QCARA Data; and posing as consumers to register and test services Firm, Agent, and Vendor make available to consumers using the QCARA Data. QCARA shall pay the costs it incurs, and the out-of-pocket costs Firm, Agent, and Vendor incur, as part of any Audit; provided, however, Firm or Agent shall be liable for all costs of any Audit that discloses that Firm, Agent, or Vendor has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

TERM AND TERMINATION:

The term of this Agreement begins on the date that QCARA signs it, and must be renewed annually. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Firm's privileges as a Participant with QCARA; (b) 30 days after any party's notice to the others of its intent to terminate; (c) Immediately after any party's notice to another that the other has breached this Agreement, provided the breach is not susceptible to cure, is one of a pattern of repeated breaches, or has caused the party giving notice irreparable harm; (e) immediately upon Firm's notice to a Vendor that Vendor is not longer designated to provide IDX services to it; (f) with regard to any Agent, immediately upon any event that results in the Agent no longer being affiliated with Firm; (g) the current Agreement expiring.

_____ **Broker/Agent**   ____^{DDDD}____ **Vendor**   acknowledges that they have read this page.
Initial(s)   **Initial(s)**

_____ **QCARA Representative acknowledges above signatures.**

Office Use Only
Vendor Login Name: _____
Vendor Password: _____

MLS Rules and Regulations

Internet Data Exchange (IDX)

Approved April 2013

Section 16—*IDX Defined:* IDX affords MLS Participants the ability to authorize electronic display of their listings by other Participants.

Section 16.1—*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.

Section 16.2—*Participation:* Participation in IDX is available to all MLS Participants who are REALTORS®, who are engaged in real estate brokerage and who consent to the display of their listings by other Participants.

Section 16.2.1—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.

Section 16.2.2—MLS Participants may not use IDX-provided listings for any purpose other than display as provided in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

Section 16.2.3—Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or listing's property address from all display on the Internet (including, but not limited to, publicly-accessible Websites or VOWs).

Section 16.2.4—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.

Section 16.2.5—Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.

Section 16.2.6—Except as provided in the IDX policy and these rules, an IDX site or Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 16.2.7—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 the 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.

Section 16.2.8—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 16.2.9, 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

Section 16.2.9—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.

Section 16.2.10—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.

Section 16.3—*Display:* Display of listing information pursuant to IDX is subject to the following rules:

Section 16.3.1—Listings displayed pursuant to IDX shall contain only those fields of data designated by QCARA. Display of all other fields (as determined by QCARA) 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.

Section 16.3.2—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 16.3.3—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 display of listing data. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters of less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 16.3.4—All listings displayed pursuant to IDX shall identify the listing agent.

Section 16.3.5—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 16.3.6—All listings displayed pursuant to IDX shall show QCARA 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.

Section 16.3.7—Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, 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.

Section 16.3.8—The data consumers can retrieve or download in response to an inquiry shall be limited to one hundred (100) listings per search.

Section 16.3.9—The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in QCARA.

Section 16.3.10—Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLS's. 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.

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.

Section 16.4—*Service Fees and Charges:* Service fees and charges for participation in IDX shall be as established annually by the Board of Directors of QCARA.

_____   **Broker/Agent** ____DD____ **Vendor acknowledges that they have read IDX Rules and Regulations.**
Initial(s)   **Initial(s)**

_____ **QCARA Representative acknowledges above signatures.**   Page 7   1/14