

**NEW JERSEY MULTIPLE LISTING SERVICE, INC.  
INTERNET DATA EXCHANGE (IDX) LICENSING AGREEMENT**

**AGREEMENT**

This **AGREEMENT** is made and entered into by and among New Jersey Multiple Listing Service, Inc. (“**NJMLS**”), the Participant/Subscriber whose names and contact information appear on the Signature and Information Page of this Agreement, and when applicable, the Web Site Data Aggregator whose name and contact information appear on the Signature and Information Page of this Agreement.

**RECITALS**

Participant/Subscriber wishes to obtain, and the NJMLS wishes to provide, by smart framing or other electronic means, data for the Participant’s or Subscriber’s web site including listing content of other real estate brokerages participating in the NJMLS. Participant/Subscriber may wish to engage Web Site Data Aggregator to perform data downloading, manipulation, and formatting, as well as programming and web design.

**DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meaning set forth below.

**Internet Data Exchange Database:** The current aggregate compilation of all **Active, Active Under Attorney Review (ARIP), Pending (Under Contract)** and **Sold** listings of all Internet Data Exchange Participants who have given a written consent for display of their listings by 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have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. NJMLS owns the IDX Database.

**Internet Data Exchange Participant or Subscriber:** A Participant who gives permission to other Participants to display its active, pending and sold listings on their web sites in return for their permission to advertise their listings on its web site.

**Rules:** The Rules and Regulations of NJMLS, as amended from time to time by the NJMLS Board of Directors, and any operating policies relating to the IDX and IDX’s promulgated by NJMLS.

**Participant:** Any real estate broker or other real estate related business professional that purchases Multiple Listing Services from NJMLS. “The REALTOR® principal of any firm, partnership or corporation or the branch office manager designated by said firm, partnership, or corporation shall be termed the “PARTICIPANT” in the SERVICE and shall have all the rights, benefits and privileges of the SERVICE for the PARTICIPANT’S firm, partnership, or corporation, and for compliance with the By-Laws and Rules and Regulations of the SERVICE by all persons affiliated with the PARTICIPANT who utilize the SERVICE.” (Article V, Section A)

**Participant Listing content:** Listing content relating to real estate for sale, previously sold or listed for sale, including the IDX Database, entered into the current NJMLS system by Participants/Subscribers and NJMLS. NJMLS owns the Subscriber Listing content.

**Web Site Data Aggregator:** Company or individual contracted by a NJMLS Participant/Subscriber to provide Web Site Technology.

## NJMLS'S OBLIGATIONS

During the term of this agreement, NJMLS will provide to the

- a. Participant/Subscriber: Linkable search engine displaying the IDX information on the Office's web site or Subscriber's web site with approval of Participant.
- b. Web Site Data Aggregator: Flat data files, pictures, and logo via RETS server to be utilized to create a search engine for NJMLS Participant/Subscriber.

Search engine and flat data file will be updated no less than every twelve (12) hours with the current NJMLS listing content.

## BROKER PARTICIPANT'S OBLIGATIONS

1. Participant shall be a member in good standing with the NJMLS.
2. Participant acknowledges NJMLS's ownership of the copyrights of the listing content displayed for IDX.
3. Participant agrees that the search engine link provided is for the sole use of the web site listed on this agreement. Additional sites require another agreement to be signed between both parties.
4. Participant is the registered owner of the Domain.
5. Participant agrees to provide URL of all websites participating in IDX to NJMLS.
6. If NJMLS notifies Participant of breach of this agreement and Participant does not immediately respond, NJMLS reserves the right to close data feed.
7. Participant must notify NJMLS of any changes relating to the web site and link within five (5) business days.
8. Participant agrees to terms relating to **Confidential Information**.
9. Websites displaying data (including photos) obtained from NJMLS under an Internet Data Exchange or other listing content licensing agreement with NJMLS are permitted to display non-MLS listing content and/or photos or listing content and/or photos obtained from another MLS.

## CONFIDENTIAL INFORMATION

1. **"Confidential Information"** is information or material proprietary to NJMLS or designated "confidential" by NJMLS and not generally known to the public that Web Site Data Aggregator may obtain knowledge of or access to as a result of access under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of similar nature (whether oral, visual, audio, written, or other form):
  - a. all Participant/Subscriber listing content, except the IDX Listing content to the extent to which this Agreement and the Rules permit its disclosure;

- b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
  - c. software, source code, object code, diagrams, flow charts;
  - d. techniques, procedures;
  - e. IP addresses, access codes and passwords; and
  - f. any information that NJMLS obtains from any third party that NJMLS treats as proprietary or designates as Confidential Information, whether or not owned or developed by NJMLS.
- 2. **Exceptions.** The Confidential Information does not include information that:
  - a. is in the public domain at the time of disclosure;
  - b. is known to the Web Site Data Aggregator at the time of disclosure;
  - c. is used or disclosed by the Web Site Data Aggregator with the prior written consent of NJMLS, to the extent of such consent;
  - d. becomes known to the Web Site Data Aggregator from a source other than NJMLS without breach of this Agreement by the Web Site Data Aggregator and provided that such source is not known by the Web Site Data Aggregator to be bound by a confidentiality agreement with NJMLS; or
  - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Web Site Data Aggregator provides to NJMLS prompt notice of any such order.
- 3. **Title.** The Participant and Web Site Data Aggregator acknowledges that title to the Confidential Information remains at all times with NJMLS or with the third parties in whom title existed prior to this agreement or prior to disclosure by NJMLS.
- 4. **Restrictions on Use – Scope of Use.** The Participant and Web Site Data Aggregator will use or access the Confidential Information only as expressly permitted under this Agreement and the Rules and Regulations of the NJMLS, and the Web Site Data Aggregator will not use its access or the Confidential Information for any other purpose. The Web Site Data Aggregator will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
- 5. **Restrictions on Use – Unauthorized Uses.** The Participant and Web Site Data Aggregator will not make copies of the Confidential Information. The Web Site Data Aggregator will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Web Site Data Aggregator has received prior written consent of NJMLS to do so. At no time and under no circumstances will the Web Site Data Aggregator reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information into any other work or product.
- 6. **Restrictions on Use – No Third Party Access.** The Participant and Web Site Data Aggregator will not provide access, transmit, or sell the Confidential Information to third parties, including consultants or independent contractors, without written consent from NJMLS. If NJMLS grants consent, the Web Site Data Aggregator will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Web Site Data Aggregator.
- 7. **Restrictions on Use – Location Restriction.** The Participant and Web Site Data Aggregator will not remove the Confidential Information from its principle place of business without NJMLS's prior written consent. In the event NJMLS grants consent, the Web Site Data Aggregator is not relieved of any of its obligations under this Agreement.

8. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by NJMLS, the Participant and Web Site Data Aggregator will return to NJMLS all Confidential Information and all other materials, provided by NJMLS to the Participant. The Participant and Web Site Data Aggregator will also erase, delete or destroy any Confidential Information stored on any magnetic media, or other computer storage, including system backups. Upon request of NJMLS, the Web Site Data Aggregator will certify in writing that all materials have been returned to NJMLS and all magnetic or computer data have been destroyed.

## TERM AND TERMINATION

The term of this Agreement begins on the "Effective Date" set forth on the "NJMLS Signature and Information Page." NJMLS has the right at any time and its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:

- a. NJMLS's notice to Participant and Web Site Data Aggregator that this Agreement is terminated.
- b. Web Site Data Aggregator or Participant's notice to NJMLS that it no longer intends to display IDX listing content on its web site. \*
- c. Termination of Participant/Subscriber, who has contracted the Web Site Data Aggregator, privileges as a Member either by NJMLS or the Board of REALTORS® to which the Participant is affiliated.

\*Web Site Data Aggregator and Participant have the right to terminate this agreement with a 30 day written notice to the NJMLS.

## GENERAL PROVISIONS

1. **Survival of Obligations.** The obligations of Web Site Data Aggregator set forth under "Web Site Data Aggregator's Obligations" above shall survive the termination or expiration of this Agreement.
2. The Term of the Agreement shall be for one (1) year commencing on the "Effective Date". This Agreement will automatically renew for successive one (1) year terms unless either party gives the other written notice of termination at least thirty (30) days prior to the expiration of the then-current term.
3. **NJMLS Remedies.** Because of the unique nature of the Member Listing content and Confidential Information, Participant and Web Site Data Aggregator acknowledges that NJMLS would suffer irreparable harm in the event that anyone breaches their obligations under this Agreement, and that monetary damages would be inadequate to compensate NJMLS for a breach. NJMLS is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Web Site Data Aggregator, without showing or proving any actual damages sustained by NJMLS.
4. **Attorney's fees.** If NJMLS prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay NJMLS reasonable attorney's fees and costs for such legal action.
5. **Limitation of Liability.** NJMLS's liability to Participant and Web Site Data Aggregator for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Web Site Data Aggregator, if any, under this Agreement. Web Site Data

Aggregator's only other remedy shall be termination of this Agreement. NJMLS shall not be liable for any incident or consequential damages under any circumstances, even if NJMLS has been advised of the possibility of such damages. NJMLS shall have no liability for inaccuracies in the IDX or Member Listing content.

**Disclaimer of Warranty:** NJMLS DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF ACCURACY, RELIABILITY OR COMPLETENESS OF ANY INFORMATION OBTAINED FROM THE IDX LISTING CONTENT OR THE NJMLS PARTICIPANT LISTING CONTENT.

**IN NO EVENT SHALL NJMLS** BE LIABLE TO INTERNET DATA EXCHANGE PARTICIPANT, WEBSITE VENDOR OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM THE TRANSMISSION OR USE OF THE IDX LISTING CONTENT OR NJMLS PARTICIPANT LISTING CONTENT, EVEN IF NJMLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NJMLS'S ENTIRE LIABILITY TO INTERNET DATA EXCHANGE PARTICIPANT AND WEBSITE VENDOR, AND THE EXCLUSIVE REMEDY OF INTERNET DATA EXCHANGE PARTICIPANT AND WEBSITE VENDOR HEREUNDER FOR ANY CLAIM, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID BY INTERNET DATA EXCHANGE PARTICIPANT AND WEBSITE VENDOR TO NJMLS, IF ANY, UNDER THIS AGREEMENT FOR THOSE SERVICES UPON WHICH LIABILITY IS BASED.

6. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement.
7. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights to have agreed to a modification.
8. **Severability.** In the event that any term, condition or provision of this Agreement is for any reason rendered void, all remaining terms, conditions and provisions shall remain and continue as valid and enforceable obligations of the parties hereto.
9. **No Assignment.** Web Site Data Aggregator may not assign or otherwise transfer any of their rights under this Agreement to any party without prior written consent of NJMLS.
10. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The previous sentence notwithstanding, the Rules and Regulations are expressly incorporated into this Agreement by reference.
11. **Applicable Law.** This Agreement is governed by and enforced according to the laws of the State of New Jersey.

## USE OF NJMLS INTERNET DATA EXCHANGE LOGO



The NJMLS Internet Data Exchange Logo is a service mark owned by the NJMLS, Inc. NJMLS has the sole right to authorize use of the Logo in connection with the Internet Data Exchange program. Each Web Site Data Aggregator who has signed a licensing agreement with the NJMLS is permitted to use the Logo and such license to use the Logo is subject to compliance with the following terms and conditions:

1. Listings belonging to brokers other than the Participant must appear with the NJMLS' Internet Data Exchange logo on each result page. Examples include but are not limited to: summary of results, map, map of results and the detailed view of a consumer search. Listings belonging to the Participant may be identified with the Participant's corporate logo.
2. The Logo may be used solely by the Participant/Agent who are in good standing with the NJMLS and their Web Site Data Aggregator who is in good standing under the Program guidelines as published and amended from time to time by the NJMLS.
3. The Logo shall be used only in the exact form authorized by NJMLS, without any alteration, addition, deletion or other modification in design or color. NJMLS will provide digital and/or camera-ready art for reproduction of the Logo.
4. The Participant and Web Site Data Aggregator shall, from time to time, upon request of NJMLS, provide NJMLS with samples of materials bearing the Logo to verify proper use of the Logo.
5. NJMLS is the owner of the Logo and shall retain all ownership rights and interests in the Logo, including without limitation any registrations and/or applications to register the Logo.
6. The Participant and Web Site Data Aggregator shall comply with all By-Laws and Rules and Regulations of NJMLS, as well as all applicable laws and governmental regulations, and obtain all necessary governmental approvals and permits, pertaining to the conduct of the business in connection with which the Logo is used.
7. The Participant and Web Site Data Aggregator shall indemnify, defend and hold NJMLS harmless from and against any loss, liability, damage, cost or expense (including without limitation attorneys' fees) arising out of or relating to any claims or suits which may be brought or made against NJMLS by reason of the Participant and Web Site Data Aggregator's use of the Logo.
8. The Participant and Web Site Data Aggregator's right to use the Logo shall automatically terminate at any time the Participant/Subscriber ceases to be a Subscriber or a member in good standing of NJMLS, or upon written notice by NJMLS in the event the Participant/Subscriber shall violate any provision of this Policy Statement.
9. Upon termination of the Participant and Web Site Data Aggregator's right to use the Logo for any reason, the Participant/Subscriber shall immediately discontinue all use of the Logo. NJMLS may demand that the Web Site Data Aggregator recall and destroy goods and marketing materials bearing the Logo. NJMLS reserves the right to inform its members and the public that the Web Site Data Aggregator is no longer entitled to use the Logo.

10. Upon termination of the Participant and Web Site Data Aggregator's right to use the Logo for any reason, the Web Site Data Aggregator shall not thereafter adopt or use any name, mark, logo, or other designation that is a colorable limitation or is likely to be confused with the Logo.
11. NJMLS shall be entitled to collect from the Participant and Web Site Data Aggregator the costs and expenses (including without limitation attorneys' fees) of enforcing this Policy Statement against the Participant and Web Site Data Aggregator. In addition, in the event of any violation of this Policy Statement, NJMLS shall, in addition to all other legal and equitable rights and remedies, have the right to an injunction (without the necessity of posting a bond or other security) against the violator enforcing this Policy Statement.

NJMLS also requires the following disclosures on IDX web sites:

1. A notice explaining the IDX logo the NJMLS uses for its program.
2. A notice on each page where listing content is displayed indicating that the accuracy of the data is not guaranteed (e.g., "Information deemed reliable but not guaranteed")
3. A copyright notice of the NJMLS on each page where listing content is displayed.
4. A notice explaining that some properties listed with participating firms do not appear on this website at the request of the seller.
5. Listings of brokers that do not participate in Internet Data Exchange do not appear on this website.

#### Sample NJMLS Disclaimers:



The data relating to the real estate for sale on this web site comes in part from the Internet Data Exchange Program of the NJMLS. Real estate listings held by brokerage firms other than (*insert office name*) are marked with the Internet Data Exchange logo and information about them includes the name of the listing brokers. Some properties listed with the participating brokers do not appear on this website at the request of the seller. Listings of brokers that do not participate in Internet Data Exchange do not appear on this website.

All information deemed reliable but not guaranteed. Last date updated: MM/DD/YYYY.  
Source: New Jersey Multiple Listing Service, Inc.

© 2024 New Jersey Multiple Listing Service, Inc. All rights reserved."



## NJMLS BY-LAWS/RULES AND REGULATIONS

### **Section 2.8**

#### **Advertising of Listing Filed with the Service**

Advertising of any listing by a Participant/Subscriber prior to closing, other than the listing office, is permissible only with the written consent of the listing Participant. Advertising includes display of any listing in print or electronic form, including on any social media or other web sites, with the exception of consent to display listings on IDX sites where permission of the Participant is obtained electronically by the Service.<sup>1</sup>

### **Section 11.3**

#### **Use of the Terms MLS and Multiple Listing Service**

No MLS Participant, Subscriber or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers, and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases of current listing information, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.<sup>2</sup>

## NJMLS BY-LAWS FOR IDX

### **Section 13**

#### **Limitations on Use of MLS Information**

Use of information from MLS compilation of current listing information, from the Service's statistical report or from any sold or comparable report of the Service for public mass-media advertising by a Service Participant or in other public representations may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Service must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

"These properties were listed and sold by various Participants of the NJMLS based on information from the New Jersey Multiple Listing Service, Inc. for the period (date) to (date)."

In addition, sold advertisements must contain the name of the Listing Broker and Selling Broker unless the Broker is a party to the transaction. Failure to comply will result in a five hundred (\$500) dollar fine.<sup>3</sup>

In addition, advertisements which contain Market Share Statistics must indicate whether the ranking is based on individual, team, office, or company statistics, and must include all the search criteria used to determine the published ranking. Further, when competitive statistics are used in advertising, whether agent, team, office, or company statistics, the competitor cannot be identified or inferred in the advertising, either by name or by any other identifiable characteristic such as company color scheme, logo, tag line, etc. Comparisons can only be made generically, with permitted language such as Office 1,

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<sup>1</sup> Amended 2/05, 6/22

<sup>2</sup> Added 6/09, Amended 11/09

<sup>3</sup> Amended 10/05



Office 2 or Agent 1, Agent 2, etc. Failure to comply will result in a \$500 dollar fine for the first offense, \$1000 fine for subsequent offenses.<sup>4</sup>

### **Section 13.1**

#### **Use of Listing Information on Internet for IDX (Internet Data Exchange)**

(a) IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. Subject to paragraphs (b) through (g) below, and notwithstanding anything in these Rules and Regulations to the contrary, Participants and Subscribers may display on their public internet displays aggregated MLS active, pending, and sold listing information through either downloading and placing the content on the Participants' or Subscribers' public internet displays or by smart framing such information on the NJMLS Internet Data Exchange. Participation in IDX is available to all MLS Participants engaged in real estate brokerage who consent to display of their listings by other Participants. This requirement can be met by maintaining an office or internet presence from which Participants are available to represent real estate sellers or buyers (or both).<sup>5</sup>

(b) Participants' consent for display of their listings by other Participants pursuant to these rules and regulations must be established in writing. Written consent may be obtained by NJMLS electronically. Those Participants who have signed agreements to participate in IDX have given written consent via their IDX agreement. If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings, that Participant may not download or frame 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.<sup>6</sup>

(c) No Participant or Subscriber shall display confidential information intended for cooperating brokers rather than consumers including showing instructions, property security information, etc. A determination by the MLS as to whether any information shall be treated as confidential information shall be at the MLS's sole discretion. Each Participant and Subscriber acknowledges that confidential information is intended for cooperating Participants rather than consumers.<sup>7</sup>

(d) All listings displayed pursuant to IDX shall identify the listing firm (and the selling firm if solds are displayed), listing agent, and the email or phone number provided by the listing participant 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. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. Subscriber's names may appear with written consent of Participant. The word "Advertisement" shall prominently and clearly accompany any business name of any person/entity other than a Participant or a Subscriber (and who is not a licensee affiliated with a Participant) at any time that a Participant's or Subscriber's site displays a listing by smart framing or other electronic means. If sold listings are included on a Participant's or Subscriber's website, only the first photo may be displayed.<sup>8</sup>

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<sup>4</sup> Added 1/21, Amended 2/21

<sup>5</sup> Amended 12/01, 2/04, 2/05, 9/06, 11/09, 11/11, 8/15, 1/16, 5/17

<sup>6</sup> Amended 2/05, 4/06, 9/06, 11/11, 5/12

<sup>7</sup> Amended 2/05, 11/21

<sup>8</sup> Amended 2/05, 11/11, 5/12, 6/15, 8/15, 5/17, 3/22

(e) Participants and Subscribers shall not modify or manipulate information relating to other Participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.<sup>9</sup>

(f) Information displayed shall indicate the source of the information being displayed and the most recent date updated. Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. A Participant shall cause to be placed on his or her IDX site a notice indicating that the MLS listing Information displayed is deemed reliable but is not guaranteed accurate by the MLS. A Participant's IDX may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.<sup>10</sup>

(g) Participants and Subscribers shall indicate on their web sites that information being provided is for consumer's personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

(h) 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.<sup>11</sup>

(i) Participants must sign the most current licensing agreement with MLS.

(j) 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.<sup>12</sup>

(k) 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. Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS.<sup>13</sup>

(l) Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker 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) or other electronic forms of display or distribution.<sup>14</sup>

(m) Participants may select the listings they choose to display through IDX 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),

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<sup>9</sup> Amended 11/09, 1/16

<sup>10</sup> Amended 11/09, 5/12, 1/15

<sup>11</sup> Amended 11/09, 1/15

<sup>12</sup> Amended 4/06, 5/12

<sup>13</sup> Amended 4/06, 5/12

<sup>14</sup> Amended 4/06, 5/12, 5/17

type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant.<sup>15</sup>

(n) 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.<sup>16</sup>

(o) 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.<sup>17</sup>

(p) A Participant may display advertising and the identification of other entities (“co-branding”) on their IDX site or that is operated on his or her behalf. However, a Participant may not display on any such site deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information is larger than that of any third party.<sup>18</sup>

(q) Licensing agreements must be signed by appropriate parties. Licensing agreements are necessary for each web address (URL).<sup>19</sup>

(r) 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,

shall disable or discontinue either or both of those features 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 13.I (s), 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.<sup>20</sup>

(s) 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.<sup>21</sup>

(t) Display of expired and withdrawn listings is prohibited.<sup>22</sup>

<sup>15</sup> Amended 4/06, 11/06, 5/17, 11/21

<sup>16</sup> Amended 4/06, 11/06, 5/12

<sup>17</sup> Amended 4/06, 5/12

<sup>18</sup> Added 11/09

<sup>19</sup> Added 3/08

<sup>20</sup> Added 2/11, Amended 5/12

<sup>21</sup> Added 2/11, Amended 5/12

<sup>22</sup> Added 1/15, Amended 1/16

Section Deleted.<sup>23</sup>

**Section 13.1.3<sup>24</sup>**

**Transmittal of Participants' Listings to Aggregators**

MLSs are not required to transmit Participants' listings to third-party aggregators or to operate a public website displaying listing information. If an MLS transmits Participants' listings to third-party aggregators and/or operates a public website displaying listing information, all exclusive listings, regardless of type, will be included in the content feed (unless a Participant withholds consent for such transmission), except the MLSs may exclude from such content feed any listing where both of the following conditions are present: (a) the listed property's street address/location will be displayed to the public; and (b) the seller displays a "For Sale By Owner" sign or other sign or notice indicating that the seller is soliciting direct contact from buyers.

**Section 13.2**

**Applicability of Rules to MLS**

Nothing in these rules shall limit the right of the MLS to enter into licensing agreements with third parties for the use of the MLS compilations or any portion of them in accordance with terms approved by the Board of Directors.

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<sup>23</sup> Added 11/10, Deleted 11/11

<sup>24</sup> Added 11/06, Moved to Section 13.1.3 11/11

## IDX SOLUTION OPTIONS AND BILLING INFORMATION

**Option A: Smart Frame Option** - Choose this option if you want quick and effortless set-up. Data is pre-formatted and updated every 15 minutes for the most up-to-date listing data feed.

- 1<sup>st</sup> Website Address (URL): \$50.00 set up fee, \$19.95/month maintenance
- Each additional website address (URL): \$25.00\* set up fee, & \$9.95/month maintenance  
(\*set-up fee waived when ordered with new IDX Smart Frame agreement)

**Mobile Smart Frame** – This option is only available as an add-on to new or existing NJMLS IDX agreement. Not a stand-alone product.

- \$25.00\* set up fee, \$9.95/month maintenance  
(\*set-up fee waived when ordered with new IDX agreement)

**Option B: RETS Data Feed Option** - Choose this option if you rely on a data aggregator or a web designer for custom programming and site development.

- 1<sup>st</sup> Website Address (URL): \$300.00 set up fee
  - Each additional Website Address (URL): \$150.00\* set up fee
  - Each additional Mobile (URL) Feed: \$150.00\* set up fee
- This option is only available as an add-on to new or existing NJMLS IDX RETS data feed agreement. Not a stand-alone product.

(\*set-up fee waived when ordered with new IDX-RETS Data Feed agreement)

This section intentionally left blank.

**SIGNATURE AND INFORMATION PAGE****LICENSING AGREEMENT Access to Internet Data Exchange (IDX)**

**Note this form is a legally binding contract between you and the New Jersey Multiple Listing Service, Inc. This form must be filled out completely and signed by the Designated Realtor (Participant), Agent (Subscriber) and Data Aggregator. There are no exceptions.**

**SECTION 1: IDX CUSTOMER INFORMATION**

**Subscriber(Agent) must have permission from their Participant(Designated Realtor) to display listings on their agent web site.**

IDX Customer Name: \_\_\_\_\_ NJMLS Agent Code: \_\_\_\_\_

Office Name: \_\_\_\_\_ NJMLS Office Code: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Website Address (URL): \_\_\_\_\_

Additional Website Address (URL): \_\_\_\_\_

**(IDX Customer may not display IDX listings on any website for which the URL has not been provided to NJMLS)**

**SECTION 2: BILLING INFORMATION - Please select Option**

Please Select	Description	Set-Up Fee	Monthly Fee
	<b>Option A: Smart Frame</b>	\$50.00	\$19.95
	Each Additional Website Address (URL)	\$25.00*	\$ 9.95
	Mobile Smart Frame (available only as an add-on to another IDX product)	\$25.00*	\$ 9.95
	<b>Option B: RETS Data Feed</b>	\$300.00	None
	Each Additional Website Address (URL)	\$150.00*	None
	Each Additional Mobile Solution	\$150.00*	None

NJMLS reserves the right to change prices at any time.

\*Set-up fee waived if selected with new IDX agreement.

**Payment Information:** Upon review NJMLS will email you for payment information

Print Name as it appears on the credit card: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

By signing above, you authorize NJMLS to charge the credit card for the total amount listed above, in addition to all recurring monthly charges for IDX Services selected herein, until otherwise terminated in accordance with the terms of this Agreement. Payments will appear on your credit card billing statement under the name "**REALTOR ASSOCIATION/MLS**".

**SECTION 3: OFFICE INFORMATION**

Office Name: \_\_\_\_\_ NJMLS Office Code: \_\_\_\_\_

Designated Realtor: \_\_\_\_\_ NJMLS Agent Code: \_\_\_\_\_

Office Street Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Office Fax Number: \_\_\_\_\_

Does this website address service multiple offices? ☐ Yes ☐ No  
 Will this feed be used for Mobile App? ☐ Yes ☐ No

I understand that answering YES to the Internet when entering NJMLS listings means I give my permission to other Participants to display my listings on their web sites. Participants who have signed an agreement to participate in IDX have given written consent via their IDX agreement.

**COMPLETE SECTION 4 FOR RETS DATA FEED (Option B) ONLY****SECTION 4: DATA AGGREGATOR INFORMATION**

**RETS Data Feed Option Only:** As a Participant/Agent I give authorization to the Web Site Data Aggregator listed below to contact the NJMLS for information regarding their listing content feed for the following Web site:

Website(s) Address (URL): \_\_\_\_\_

Aggregator Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Aggregator Website Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_


E-mail Address: \_\_\_\_\_

**SECTION 5: SIGNATURES**

By their signatures below, the parties have caused this Agreement to be duly executed by their respective authorized representatives. The parties have read the NJMLS IDX Licensing Agreement and agree to abide by the rules herein.

IDX Customer  
Print: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Designated Realtor  
Print: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Data Aggregator  
Print: \_\_\_\_\_ Signature:  Date: \_\_\_\_\_

New Jersey MLS  
Executive Director: Michelle Perino Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Once completed and signed, please fax, mail or email page 14 & 15.

Fax 201-387-6960

New Jersey Multiple Listing Service, Inc., 405 N. Midland Ave, Saddle Brook, NJ 07663

[idx@njmls.com](mailto:idx@njmls.com)