

Display Standards for Vendor Website

1. Terms not otherwise defined in these Display Standards shall have the meanings set forth in the license agreement (the “Agreement”) entered into between Wasatch Front Regional Multiple Listing Service, Inc. (“WFR”) and the applicable vendor (“Vendor”).
2. The Vendor Website may not use the terms “MLS”, “Multiple Listing Service”, or any similar terms,
 - a. in any way that is misleading,
 - b. in any trade name, trademark, domain name or advertising, or any other means of communication, except to identify WFR, or another multiple listing service, as the source of Licensed Listings being displayed,
 - c. to state, suggest, or imply that the Vendor or Broker Subscriber is or operates a multiple listing service, unless Vendor or Broker Subscriber in fact operates a multiple listing service,
 - d. to state, suggest, or imply that Vendor or Broker Subscriber may or will advertise a Licensed Listing in a multiple listing service or otherwise provide advertising services through WFR’s multiple listing service,
 - e. to state, suggest, or imply that WFR’s multiple listing service provides services to the public,
 - f. to state, suggest, or imply that Vendor or Broker Subscriber is affiliated with or sponsored by a multiple listing service, except to the extent required to identify Vendor or Broker Subscriber as a subscriber of WFR’s multiple listing service, or another multiple listing service.

For purposes of illustration, the 2004 Handbook on Multiple Listing Policy of the National Association of REALTORS[®] defines a multiple listing service as the following:

1. a facility for the orderly correlation and dissemination of listing information among participants so that they may better serve their clients and customers and the public,
2. a means by which authorized participants make blanket unilateral offers of compensation to other participants,
3. a means by which information is accumulated and disseminated to enable authorized participants to prepare appraisals and other valuations of real property, and

4. a means by which participants engaging in real estate appraisal contribute to common databases.
3. With respect to the Vendor Website, Vendor shall refresh all data displayed from the Licensed Listings at least one time every seven (7) days.
4. The Vendor Website may not be misleading.
5. With the display of any portion of Licensed Listings, Vendor must clearly and conspicuously identify the name of the brokerage firm under which the applicable Broker Subscriber operates in a readily visible color and typeface.
6. The display of any Licensed Listings shall clearly and conspicuously identify WFR as the source of the Licensed Listings in accordance with subsection 7.b of these Display Standards.
7. Each display or use of Licensed Listings, or any portion of Licensed Listings, shall include the following:
 - a. Conspicuous display of the following: Information deemed reliable but not guaranteed accurate. Buyer to verify all information.
 - b. The following notice: The multiple listing information is provided by Wasatch Front Regional Multiple Listing Service, Inc. from a copyrighted compilation of listings. The compilation of listings and each individual listing are © [Current Year] Wasatch Front Regional Multiple Listing Service, Inc., All Rights Reserved.
 - c. The following notice: The information provided is 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.
8. Each display or use of Licensed Listings, or any portion of Licensed Listings, and the Vendor Website, including all content on the Vendor Website, shall be made and maintained strictly (a) in accordance with federal, state, and local laws, regulations, and ordinances, (b) in accordance with the Code of Ethics of the National Association of REALTORS[®], (c) in accordance with the Policies and Procedures, and (d) in a professional manner.
9. Each display or use of Licensed Listings, or any portion of Licensed Listings, shall be only (a) for a purpose which is expressly allowed under each Broker Subscriber's certification or licensure and under the Policies and Procedures, and (b) for the solicitation of prospective purchasers only in conjunction with the Broker Subscriber's ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in the MLS Database.
10. No display or use of the Licensed Listings, or any portion of Licensed Listings, shall be used in connection with sending unsolicited or unauthorized

advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.

11. The display or use of Licensed Listings, any portion of Licensed Listings, and the Vendor Website, including all content included on the Vendor Website, shall not include any of the following:

a. Any material which infringes the intellectual property rights of WFR or any third party, including any copyrighted materials.

b. Any material which promotes pornography, violence, or discrimination on the basis of race, sex, religion, nationality, disability, age, or sexual orientation.

c. Any material which is immoral, unethical, offensive, illegal, or inappropriate for a professional website or other display.

d. Viruses, worms, "trojan horses", or other similar contaminating or harmful features.

e. The Seller's(s') and occupant's(s') name(s), phone number(s), and e-mail address(es), if made available by WFR.

12. Vendor shall use reasonable security protection in connection with access to and display of Licensed Listings to protect Broker Listing information from misappropriation, data mining, "scraping", and against other unauthorized access, reproduction or use of the MLS Database.

13. Vendor shall maintain an audit trail of all consumer activity on the Vendor Website for a rolling consecutive twelve (12) month period, and shall make such information for particular Licensed Listings available to WFR upon WFR's request if WFR has reason to believe that the Vendor Website has caused or permitted a breach in the security of the Licensed Listings data or a violation of the Policies and Procedures, relating to use by consumers.