

## Virtual Office Websites commonly known as VOWs

More than 5 years ago the National Association of REALTORS® (NAR) and the Department of Justice entered in discussions to ensure that a broker, who wants to offer Internet on-line brokerage services, may offer that service to their customers as it relates to MLS content. In late 2008, the deadline of February 15, 2009 was established for all Associations/Boards/MLSs to be able to offer brokers the data download capability or a Virtual Office Website (VOW) product that allows brokers to provide brokerage services on the internet.

One of the first changes as a result of the new NAR VOW policy is in the definition of an MLS Participant. The Bylaws change requires Participants to “offer or accept compensation to and from other Participants”. This **differs** from the earlier policy that merely required that Participants be “**capable** of offering and accepting compensation”.

Several new input requirements were added to the Add/Change listing module in RealtyWEB.NET MLS. Those changes directly reflect the new options that your SELLER must be offered when their listing is entered into the RealtyWEB.NET MLS system.

All existing listings in the system were automatically set to default as described below under the EXPORT tab. After reviewing the new options, please be certain to contact your SELLERS to determine whether or not they want you to make changes to their existing listing regarding Internet display. **An Amendment** is provided in FORMS/INFO under DAILY FUNCTIONS for that purpose.

Keep in mind that your SELLER has choices when it comes to the display of their property on the Internet. The first choice is whether or not they want it on the internet at all. Not just on a VOW but any public internet sites e.g. REALTOR.COM, NEFAR.COM, RealtyWEB.NET, YAHOO etc. ....and your and your company’s website.

The second choice is whether or not they want their **property address displayed** on the internet.

The third choice is whether or not they want their listing displayed on the Internet to be subject to an Automated Valuation Model (AVM) on a VOW. An AVM is a calculated value estimate of the property.

The fourth choice is whether or not they want to allow Blogging/Comments to appear on their listing.

The last choice is to say they do NOT want their listing to be displayed on the Internet.

The Listing Agreement(s) and the MLS Add/Change Listing module have been modified to allow you and your SELLER to answer these questions. As previously mentioned a VOW Amendment is provided for anyone desiring to modify an existing listing agreement.

### System Defaults for Existing Listings

All active listings in the system have been check-box defaulted to yes as follows unless previously unchecked.

**All MLS authorized public web sites=Y**

**Publish Address=Y**

**Publish Directions=Y**

**Publish Public Remarks=Y**

**Publish Square Feet=Y**

**Allow in VOW AVM =Y**

**Display VOW Comments=Y**

Address	Main Fields	Details	Rooms	Export
<b>Listing Export Options</b>				
<input checked="" type="checkbox"/> All MLS authorized public web sites				
<b>Details</b>				
<input checked="" type="checkbox"/> Publish Address				
<input checked="" type="checkbox"/> Publish Directions				
<input checked="" type="checkbox"/> Publish Public Rmrks				
<input checked="" type="checkbox"/> Publish Square Feet				
<input checked="" type="checkbox"/> Allow in VOW AVM 				
<input checked="" type="checkbox"/> Display VOW Comments 				

### Which Listing Types will be Included in a VOW Feed?

At this time, only residential properties (all types, including condos, rentals and investment) are required to be included in a VOW data feed. Remember to check your existing residential listings and compare the defaults with the desired wishes of your SELLER.

### How does this impact IDX?

IDX is not significantly impacted by this additional policy. IDX is for display of active listing data only. IDX options and rules as they exist today will undergo only minor changes.

### Who Can Have a VOW?

First, please be aware there is absolutely no requirement for a broker to operate a VOW. However, if a broker does decide to operate a VOW, there is a specific list of Participant requirements to be aware of. As with IDX, an agreement for use must be signed by the broker, the broker's affiliated VOW provider (AVP) including the licensee of the broker, if the broker is going to allow the licensee to have a VOW.

### What do I do about my SELLER?

Any new listings taken that use the new listing agreement dated March 02, 2009 will require some discussion with your SELLER regarding paragraph 4B of the NEFMLS Listing Agreement.

*[ ] SELLER authorizes BROKER to display all listing content relating to the Property on the Internet without restriction except that information deemed confidential by NEFMLS.*

You may need to discuss with your SELLER whether or not they want the property on the Internet. This includes your website and any other Internet website.

*[ ] SELLER authorizes BROKER to display all listing content relating to the Property on the Internet **except the street address** of the Property and that information deemed confidential by NEFMLS.*

Secondly if they do want it on the Internet but they **do not desire the address to be displayed** then instead of marking the first box they would mark the second box. They do not need to mark both.

**The next two boxes** discuss AVM's and Blogging/Comments. If your SELLER has decided to allow display of their listing on the Internet with or without the address they will next need to decide whether or not they want their listing that is displayed on the Internet to allow for an Automated Valuation Model (AVM) estimate of their property's value and/or whether or not they want Blogging/Comments, to be displayed next to or near their listing.

*If either of the above two (**display on Internet**) boxes is marked, then SELLER must complete both of the following two selections:*

*NOTE: A Virtual Office Website (VOW) is a password-protected website or a feature of a website that allows brokers to operate their businesses online.*

#### **Your SELLER needs to decide the following regarding AVM's**

*SELLER [ ] does [ ] does not allow a Virtual Office Website to perform and display an Automated Valuation Model (AVM) estimate of the market value of the Property or to hyperlink to a website to obtain such estimate.*

An AVM is a computerized calculation of the value of a property. AVM's are not necessarily an accurate representation of the value however depending on the source and timeliness of the data used an AVM could be a positive reflection of the property value if your listing is priced right. For example if recent solds were in the \$280,000 range and your property is listed for \$230,000 then of course the AVM shows that your property is a bargain. Popular Internet sites use this as a tool to drive consumers to their websites giving the consumer the idea that they can do some comparison shopping on their own to find what they perceive to be a good value. Obviously the true determination of value would be better understood by the consumer if they contact a REALTOR for the details, as an AVM is only a snapshot. Most websites that show AVM's or History or Comparables advocate strongly that the consumer contact a REALTOR for more specific information. An AVM can be an attractive tool to use on your VOW.

#### **Your SELLER needs to decide the following regarding display of Blogging/Comments**

*SELLER [ ] does [ ] does not allow third parties to write comments, reviews or blogs concerning the Property, or to hyperlink to a website to obtain such comments, reviews or blogs on a Virtual Office Website.*

This question asks if your SELLER wants to allow blogging/comments about their property on a VOW for everyone that has access to the VOW to view. Comments can be good and bad. For example a comment that the house smells from a dog is not very positive, but it is great feedback for you and your SELLER especially if your SELLER doesn't believe you or you are uncomfortable communicating this information to your SELLER directly. Why not let other potential buyer's tell your SELLER the good and the bad about the property.

**Lastly there are options that DO NOT ALLOW display of the listing content on Internet websites**

[ ] SELLER does not authorize BROKER to display listing content relating to the Property on the Internet except internally within the NEFMLS system. SELLER understands and acknowledges that if SELLER has selected this option, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search. \_\_\_\_\_/\_\_\_\_\_ **initials** of SELLER

This option of course is probably not desired. If this option is selected the listing will not go to any Internet website including REALTOR.COM, NEFAR.COM, RealtyWEB.NET, IDX sites of other Brokers etc. and it may NOT be on your or your broker's website.

[ ] If SELLER withholds consent for listing content display on all Internet sites except BROKER's, BROKER may take the listing but it is **not eligible for inclusion in NEFMLS**. \_\_\_\_\_/\_\_\_\_\_ **initials** of SELLER

**If the second "no internet" option is selected the listing may not be placed in NEFMLS.**

**What about my existing Listing Agreement?**

While no action is required to go back to your SELLER and sign a new Listing Agreement the NEFMLS Forms Committee and the Board of Directors approved an Amendment to the Listing Agreement for Internet and VOW display. See Section 14.6 below. The check boxes in the MLS system under the EXPORT Tab for AVM and Blogging/Comments are marked meaning they are set to yes to allow. If your SELLER does not want AVM's or Blogging/Comments you need to un-mark those boxes.

**Is NEFMLS providing a VOW website solution?**

The closest product NEFMLS offers at this time for a VOW type solution is Listingbook. NEFMLS provides training classes on Listingbook for Brokers and their licensees. For more information please contact NEFMLS at 394-9494

While we believe this should answer most if not all of your questions more detailed information is available on [www.realtor.org](http://www.realtor.org)

### **The Rules for Virtual Office Websites**

**These rules may be amended from time to time by action of the Northeast Florida Multiple Listing Service, Inc. Board of Directors**

**Section 14.1 (a):** A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

**(b)** As used in Section 14 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

**(c)** “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

**(d)** As used in Section 14 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 14.2 (a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

**(b)** Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").

**(c)** Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

**Section 14.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

**(i)** The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

**(ii)** The Participant must obtain the name of and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

**(iii)** The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

**(b)** The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

**(c)** If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

**(d)** The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

**(e)** The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

**(f)** The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

**Section 14.4:** A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 14.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed by the MLS.

**(NOTE:** MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.)

**Section 14.6 (a):** A Participant's VOW shall not display listings or property addresses of any SELLER who has affirmatively directed the listing broker to withhold the SELLER's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the SELLER has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of SELLERS who have determined not to have the listing for their property displayed on the Internet.

**(b)** A Participant who lists a property for a SELLER who has elected not to have the property listing or the property address displayed on the Internet shall cause the SELLER to execute a document that includes the following (or a substantially similar) provision:



(c) The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

**Section 14.7: (a)** Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a SELLER the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing 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 Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the SELLER."

**Section 14.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 14.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 14.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 14.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 14.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

**Section 14.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 14.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Note: Adoption of Sections 14.15 –14.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on Participants' use of MLS Listing Information in providing brokerage service through all other delivery mechanisms.**

**Section 14.15:** A Participant's VOW may **not** make available for search by, or display to, Registrants any of the following information, which is confidential:

- a. The SELLER's and occupant's name(s), phone number(s), or e-mail address (es).
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The fields defined by the board of directors from time to time as Confidential.
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

**DEFINED CONFIDENTIAL IN FLEXMLS**

Original List Price
Cumulative DOM
DOM on all statuses except Sold
CTG Remarks
CTG Date going into Pending
Listing Type
Listing Date
Expiration Date
Compensation
Duval Variable Compensation
Call SELLER Direct Information
Under Contract Date
Fall through Date
SELLER Concession Y/N
SELLER Concession \$
Concession Description
Cancel Date
Private Remarks
Listing Member Information
Listing Office Information
Co-Listing Member Information
Selling Member Information
Co-Selling Member Information
Title Status
Showing Instructions
Photo Instructions
Additional Photo Instructions
FileLogix
Referral Fee on Rentals only

**DEFINED CONFIDENTIAL BUT IN CURRENT**

**DATA FEEDS** The following do not appear on Customer Printouts but are included in data feeds for reference

Status Change Date
Publish to Internet
Publish to Address
Publish Sq Ft
Publish Public Remarks
Publish Directions

**Section 14.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

**Section 14.17:** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 14.18:** The name of the listing brokerage firm, listing broker or licensee's name are not required on a VOW display of a listing broker's listing because the rules and regulations of the Northeast Florida MLS, Inc. do not impose this requirement upon cooperating participants when they deliver listing information to potential buyers through non-browser based media, such as by mail, email, facsimile or hand delivery.

**Section 14.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 100 sold listings in response to any inquiry.

**Section 14.20:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

**(Note:** Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

**Section 14.21:** A Participant may display advertising and the identification of other entities (“co-branding”) on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW 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 (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

**Section 14.22:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing somewhere on the page displaying listing information.

**Section 14.23:** A Participant shall not be required to cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS as long as the source of the listings is identified somewhere on the page displaying listing information.

**Section 14.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 14.25:** Where a SELLER affirmatively directs their listing broker to withhold either the SELLER’s listing or the address of the SELLER’s listing from display on the Internet, a copy of the SELLER’s affirmative direction shall be provided to the MLS within 48 hours.