



Content Access Policy

- I. Introduction** The Arizona Regional Multiple Listing Service, Inc. (ARMLS) offers a system of aggregation and compilation of real estate relevant data and information. Participants mutually participate in the system for the benefit of offering cooperation with, and compensation to, other Participants.

This Content Access Policy (CAP) applies to Subscribers, Participants, and all other individuals or entities that have data licenses with ARMLS.

- II. Purpose of this Policy** These policies and procedures ensure the protection of the MLS Content. These policies ensure that parties who request access are treated uniformly and fairly. The Content License Agreement (CLA) legally binds those who receive MLS Content. The Content License Agreement prohibits the distribution of MLS Content to any individual or entity that is not party to the License Agreement with ARMLS. MLS Content is valuable, proprietary and sensitive. Data protection demands that ARMLS be conscientious and diligent in its responsibility to provide MLS Content only to entities whose intended use does not violate ARMLS Rules and Regulations.

III. Definitions

- A. Affiliate – is an ARMLS Subscriber who has been granted limited access to MLS Content through the MLS system by virtue of a special membership category as defined by a Shareholder.
- B. Affiliated Virtual Office Website (VOW) Partner (AVP) – is an individual or entity that provides technology services, hosting or marketing services to the Subscriber operating a VOW.
- C. Aggregator – is an individual or entity that requests MLS Content to populate commercial online for Participants and Licensees. An Aggregator can be a Licensee or a Contractor for a Participant or Licensee.
- D. Appraiser - is a person holding a valid license or certificate issued by an appropriate Arizona regulatory agency permitting such person to engage in the appraisal of real property. An appraiser must be a Participant, an Affiliate or a Subscriber depending on their membership through a Shareholder.
- E. Content License Agreement (CLA) – An agreement between ARMLS and another individual or entity to license certain data sets for use in their approved product.

- F. Content License Application – is an application to receive and use MLS Content by a Participant or Vendor.
- G. Contractor – is an individual or entity that provides web hosting or web development work for Participants, Subscribers and/or Licensees.
- H. Franchisor – is a company who grants an independent real estate company (franchisee) the right to use its brand, products and services. A Franchisor is not a brokerage that can subscribe to ARMLS as a Participant.
- I. Licensee – is an individual or entity that is a signatory to a Content License Agreement (CLA).
- J. MLS Content – is defined as data, images and all other information regardless of listing status, relevant to property listings.
- K. Participant – is the ARMLS Subscriber, designated by a firm, partnership, or corporation, who is a principal, partner, corporate officer or branch manager acting on behalf of the principal, without further qualification, except as otherwise stipulated in the ARMLS Rules. The Participant offers and accepts compensation on behalf of the firm, and is responsible for and accepts all obligations to ARMLS for compliance with the ARMLS Bylaws, Rules, and Policies on behalf of the Participant, the Participant's firm and all Subscribers affiliated with the Participant. A full definition of Participant is available in the ARMLS Rules and Regulations.
- L. Publisher – is a third-party individual or entity that receives MLS Content from Participants that have specifically granted permission to the Publisher via the MLS system or through an ARMLS Content License Agreement. Participants may provide their brokerage's listings, and no other brokerage's listings, to Publishers.
- M. Solicitation Requestor – is an individual or entity whose intent is to use MLS Content for soliciting homeowners, consumers or Subscribers. ARMLS does not provide MLS Content on any basis to non-Subscriber individuals or companies that wish to solicit homeowners or consumers. This includes, but is not limited to, moving companies, pest extermination services, water softener companies, pool service companies, home warranty providers, and other commercial enterprises.
- N. Subscriber – is a person who is, or who is affiliated with, a Participant to whom ARMLS has granted an identification code and password that permit access to the MLS system and the MLS Content.

O. Vendor – is an individual or entity Licensed by ARMLS that provides products and services to Subscribers using MLS Content.

IV. License Agreements All individuals and entities that are granted access to MLS Content are required to enter into a Licensing Agreement. Agreements may be customized as needed to address circumstances not addressed in the standard agreements. Samples of the Content License Agreements and the Content License Application are found on ARMLS.com. There are three standard agreements:

A. ARMLS Subscriber Agreement – An access Agreement between the MLS and a Subscriber to the MLS Content and system.

B. Content License Agreement - Participant– a license for access to and use of the MLS Content by a Participant. This Agreement will be signed by all parties who have access to MLS Content, other than that authorized by the Subscriber Agreement.

C. Content License Agreement - Vendor – a license for access to and use of MLS content by a vendor. This Agreement will be signed by all parties who have access to MLS Content.

V. Access Access to MLS Content for a Licensee is typically provided via the Real Estate Transaction Standard (RETS) but may also be provided via any other method agreed to by ARMLS. Access to MLS Content for a Subscriber is via the Subscriber Agreement which provides for direct access to the MLS system and MLS Content with a user name and password.

VI. The Application and Contracting Process

A. Access to MLS Content must be requested on the Content License Application form, and the use must be disclosed. If the Licensee provides services to multiple Subscribers, the data delivered to each must not exceed that necessary for the use specified in the Content License Agreement.

B. Access to MLS Content is authorized through a mutually executed Content License Agreement. ARMLS reserves the right to approve or deny any Content License Application for any reason or no reason. Any changes or deviations in the use of the MLS Content from the use disclosed on the Content License Application and/or Content License Agreement must be reported to ARMLS prior to the implementation of any changes or deviations. Based on the intended use described in the application, ARMLS will determine whether the new or additional intended use is approved or denied and if any additional fees apply. If approved, ARMLS will determine which data sets shall be applicable to applicant's requirements.

- C. All new access accounts created by the Content License Agreement may be subject to a set-up charge and a recurring monthly license fee. Set-up fees are due before any access credentials to the content data servers are issued. The exact fees are detailed in the Content License Agreement.

VII. Policy Regarding License Agreements

- A. A Participant may request five Licenses for access to MLS Content at no charge. Free Licenses shall not be used to operate a VOW. Any additional License will be assessed a fee. If a Participant's access to MLS Content results in the Content being hosted on a third-party server for the benefit of the Participant or if a third-party otherwise has access to the Content, the third-party must be a signatory to the Content License Agreement.
- B. Subscribers, that are not a Participant, shall not have direct access to MLS Content other than their access to the online MLS system through the Subscriber Agreement or through a VOW.
- C. Subscribers can use their Participant's data representation solution for their own individual online display, including the Internet Data Exchange (IDX) listing search portions. Subscribers may purchase online display services from entities licensed by ARMLS, as listed on www.ARMLS.com.
- D. Affiliates are not eligible, under this Policy, to receive MLS Content other than the content available through the ARMLS Subscriber Agreement.
- E. Franchisors requesting MLS Content to populate online displays for the franchisee shall be addressed as Publishers in this Policy. Franchisors requesting MLS Content to populate individual online displays, operated by their Participant firms, shall be addressed as Contractors in this Policy.
- F. Content License Agreement Licensees may not provide access to the MLS Content to any other Participant, or any other third-party.
- G. Aggregators shall receive MLS Content only from Participants who have specifically granted permission to the Aggregator via the MLS system or through an ARMLS Licensee or Contractor. Franchisors and Publishers can receive listings only for which the Participant is the primary listing Broker.
- H. ARMLS requires Vendors to provide ARMLS staff access to the product or service they intend to deliver to Subscribers at no charge. The purpose of this access is for review and approval of the product or service and any subsequent updates to the product or service.

- I. ARMLS facilitates but does not endorse or promote Vendors or their products and services to Subscribers. For Participant's convenience, a list of ARMLS Vendors can be found on www.ARMLS.com

VIII. Terms of Payment

- A. Applicable set-up and monthly fees are payable by credit card prior to delivery of access credentials (ID, password and server location) to the Licensee. Checks should be payable to Arizona Regional Multiple Listing Service (ARMLS) at 130 S. Priest Rd. Suite 101, Tempe, AZ 85281-2593.
- B. Data Licenses for which fees are charged will be set up on an Auto Pay system.
- C. Monthly recurring fee must be paid in advance and is due on the 1st day of each calendar month by credit card, for full payment only.
- D. If payment is not received within 10 days of due date, access may be suspended or terminated.
- E. No refunds will be issued after access credentials are issued.
- F. A \$35.00 charge will be assessed for returned checks.
- G. Licensee will be invoiced on or about the 15th of every month for payments due the following month.
- H. Reactivations of terminated accounts may include past due charges and/or reinstatement fee.

IX. Technical and User Support

- A. ARMLS will provide assistance for problems accessing content servers or interpreting the data/image files at no charge during the initial account set-up process.
- B. ARMLS does not provide ongoing database or online display development support.