

IDX Websites of Terminated Subscribers Policy

The Triangle MLS data licensing agreements and rules clearly state that the firm (Participant) is responsible for all IDX/VOW websites of the firm and its licensed affiliates (Subscribers). All websites displaying IDX/VOW data must be registered using the online signup under Data Distribution at www.TriangleMLS.com. These sites must display the firm brand as predominantly as their own identity. When a Subscriber leaves a firm without updating their website there are two issues: 1. the display of IDX/VOW data is unlicensed and 2. the website continues to advertise the individual as an agent representative of the firm. The website may further inaccurately represent the individual as a REALTOR® or even a North Carolina real estate licensee.

Types of Subscriber IDX/VOW solutions:	Responsibility:
The Subscriber's website uses a Smart Frame link as their IDX solution.	When a Subscriber is terminated in the MLS system the unique Smart Frame link is inactivated. This removes the display of IDX data from the site.
The Subscriber is using a TMLS IDX/VOW registered vendor.	In a TMLS online report IDX/VOW vendors have a list of each site/Participant and Subscriber that is registered with the vendor. When a Subscriber/Participant leaves TMLS the site is flagged on the vendor's list. This is a signal to the vendor the Subscriber is no longer eligible to display IDX/VOW data and to remove all TMLS data from the site. Whether the entire website is terminated is dependent upon the agreement between the vendor and the Subscriber. If the IDX/VOW vendor does not remove the TMLS data from the site in a timely manner, they risk losing their data feed for all sites. TMLS staff will follow up with the vendor.
The Subscriber's website frames the IDX search feature on their firm website. (The website may be built/maintained/hosted by any vendor or even an agent on a server in their home.)	TMLS licensing and rules make registration of these websites with TMLS mandatory. The Participant is responsible for taking the steps to terminate the framing by a Subscriber no longer affiliated with the firm. Each firm determines the rules and policies governing the framing of the firm IDX/VOW website by their Subscribers.
The Subscriber's website frames the IDX search feature of another Subscriber. (Agent frames part of another agent's IDX/VOW website.)	TMLS licensing and rules do not permit arrangements between licensees that allow one licensee to frame the IDX/VOW data of another. A Participant/Subscriber allowing this type of "sharing" would be in violation of their TMLS licensing agreement and rules. A Participant is responsible for taking the appropriate action to stop this activity, if discovered.
The Subscriber's website links out to their firm or another licensee's IDX/VOW site.	This is permitted. There is no action required.

If TMLS staff discovers a website displaying IDX/VOW data for a Subscriber who has left a firm, the firm Participant will be notified by the TMLS Data Distribution Department. The Participant is responsible for taking the steps needed to terminate the unlicensed display of TMLS data.

TMLS Data Licensing & Rule Citations:

TMLS Rules & Regulations:

Section 17.12 PARTICIPANT CONTROL AND BRANDING

- (a) Any Web site that displays any portion of the IDX Database must be under the actual and apparent control of a single Participant who is an IDX Participant, and must be advertised as the IDX Participant's Web site.

Section 17.16 SUBSCRIBER SITES

All licensed Subscriber Web sites displaying IDX listings are subject to the IDX Participant's control.

Section 18.1

- (a) Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability."

Section 18.1

- (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."

TMLS DATA LICENSING AGREEMENT FOR IDX/VOW

Section 4

Firm shall supervise all activities of Non-Principal Broker Party (if any) under this Agreement and shall be fully responsible for all of Non-Principal Broker Party's acts as if Firm had committed those acts itself.