



## MLS® VOW AGREEMENT – SALESPERSON

This agreement is between the Greater Vancouver REALTORS® (“GVR”) and the Member, listed in the signature lines below.

### **BACKGROUND**

- A. GVR maintains a proprietary database (the “**MLS® Database**”) of text, images and related information pertaining to properties listed for sale (the “**MLS® Data**”).
- B. GVR provides a datafeed (the “**VOW Datafeed**”) containing certain MLS® Data as selected by GVR from time to time (the “**VOW Data**”) for use in connection with virtual office websites operated by members of GVR in accordance with the terms of this agreement (each, a “**VOW**”).
- C. The Member wants access to the VOW Datafeed on the terms of this agreement.
- D. The Member may engage a person (the “**Service Provider**”) who has entered an agreement (the “**Third Party Agreement**”) with GVR, to provide services to the Member in respect of the establishment and operation of a VOW. The Member may direct GVR to make the VOW Datafeed available to the Service Provider on behalf of the Member.

### **AGREEMENT**

- 1. **Member.** The Member represents and warrants to GVR that they are a member in good standing of GVR.
- 2. **Rules.** Whenever the Member accesses, uses or otherwise deals with any of the VOW Data, they must comply with:
  - (a) Section 9 of the Rules of Cooperation, attached as Schedule A, as amended by GVR from time to time (the “**VOW Policy**”);
  - (b) all other applicable rules, regulations, bylaws and policies of GVR in effect from time to time;
  - (c) all applicable rules imposed by other real estate Board, assessment authorities and any third parties who have provided any of the VOW Data;
  - (d) all other rules communicated by GVR from time to time; and
  - (e) all applicable laws.
- 3. **VOW Datafeed.** GVR will provide access to the VOW Datafeed via the method and format selected by GVR from time to time. Members who wish to access VOW Data that had been archived by GVR for use in their VOW must make a special request to GVR, directly or through their Service Provider, which GVR will address in accordance with the VOW Policy.

4. **Licence.** Subject to the terms and conditions of this agreement, GVR hereby grants the Member a licence to access, use and display the VOW Data on the Member's secure and password-protected VOW for the sole purpose of appraising, marketing, or facilitating the sale, purchase or lease of properties of bona fide customers in the normal course of the Member's business.

The above licence (the "**Licence**") is non-exclusive, non-transferable and non-sublicensable.

5. **Restrictions.** The Member must not do any of the following without GVR's prior written consent:
- (a) reverse engineer, de-compile, hack, disable, disrupt, interfere with, disassemble, copy, decrypt, reassemble, supplement, translate, adapt or enhance any of the VOW Data or VOW Datafeed;
  - (b) upload to or transmit from the Member's VOW or the VOW Datafeed anything that (if reproduced, published, transmitted or used) may:
    - (i) be defamatory, threatening, abusive, obscene, pornographic, harmful or invasive of anyone's privacy,
    - (ii) violate any law including intellectual property, privacy or other laws, or
    - (iii) give rise to civil or other liability;
  - (c) upload to or transmit from the Member's VOW or the VOW Datafeed any data, file or software that contains a virus, Trojan horse, worm or other harmful component;
  - (d) use any of the VOW Data for spamming or other bulk message transmission;
  - (e) remove any proprietary or other notice from any of the VOW Data;
  - (f) avoid, circumvent, or disable any access control technology, security device, procedure, protocol or technological protection mechanism that may be included or established in any of the VOW Datafeed;
  - (g) rent, lease, or transfer any rights in—or permit any third party to use or access—any of the VOW Data or the VOW Datafeed; or
  - (h) use, copy, modify, distribute, disclose, upload, display, demonstrate or sub-license any of the VOW Data, or create derivative works based on any of the VOW Data, except as explicitly permitted by the Licence.
6. **GVR Access.** The Member will allow and assist GVR to access and review the Member's VOW and the systems, equipment and connections used to provide the Member's VOW, from time to time upon GVR's request.
7. **Liability.** The Member will cause the Service Provider to comply with all of the Service Provider's obligations under its Third-Party Agreement in respect of the establishment and operation of the Member's VOW and VOW Data obtained from GVR in respect of the Member. The Member will also be responsible for any breach of this agreement by a third party who receives any VOW Data that was provided under this agreement to the Member or the Service Provider.
8. **Fees.** The Member must pay any fees set from time to time by GVR in connection with the VOW Datafeed, or the Member must immediately stop using the VOW Datafeed. The current fees, if any, will be published by GVR on its website from time to time. All fees are non-refundable.

9. **Confidentiality and Privacy.** The Member must:
- (a) keep all VOW Data confidential, except to the extent that the data is generally known to the public, or the disclosure is explicitly permitted by the VOW Policies;
  - (b) use reasonable security precautions to protect the VOW Data;
  - (c) maintain an audit trail of all activities on the Member's VOW, and provide GVR with copies of that audit trail upon request if GVR believes there has been or may have been a breach of security or of any obligation in this agreement;
  - (d) not collect, use or disclose any individual's personal information under this agreement without their consent unless otherwise permitted by applicable privacy laws;
  - (e) promptly notify GVR in writing of any known or suspected breach of privacy or confidentiality relating to any of the VOW Data or this agreement; and
  - (f) promptly take all reasonable steps to prevent or minimize the damage caused by the above breach.
10. **Identifying URLs and Service Providers.** The Member must report to GVR any and all Universal Resource Locators ("**URLs**") and Service Providers they will use for the provision of a VOW prior to or upon this agreement coming into effect. Thereafter, they must report promptly to GVR any changes in such URLs and Service Providers.
11. **Member's Consent.** The Member consents to GVR's collection, use and disclosure of the Member's personal information for the purposes of:
- (a) communicating with the Member (including via email, instant messaging, telephone and other electronic communications) regarding the VOW Data, the VOW Datafeed or this Agreement,
  - (b) tracking and confirming the Member's compliance with this agreement; and
  - (c) providing services in respect of the VOW Datafeed.
12. **Solicitation.** The Member must ensure that the users of the Member's VOW (the "**Users**") and the Service Provider do not use VOW Data for the purpose of soliciting or contacting any individuals identified in or through the VOW Data other than personnel of brokerages.
13. **Liability for Users.** The Member will be liable for any breach by a User of the Terms of Use, Rules of Cooperation, or this agreement.
14. **Termination and Suspension.** In addition to any other available remedies, GVR may at any time suspend or terminate the Licence and this agreement:
- (a) if the Member fails to comply with any of the terms or conditions in this Agreement, or if any of the Member's representations or warranties to GVR is or becomes untrue;
  - (b) as permitted by the VOW Policy;
  - (c) if the Member ceases to be a member in good standing of GVR;
  - (d) if the Member becomes bankrupt or insolvent; or

(e) for convenience by giving the Member 30 days' written notice of termination.

The Member may terminate this agreement for convenience upon 30 days' written notice to GVR and the other parties.

15. **Effect of Termination.** Upon termination of the Licence, the Member will immediately cease all use of the VOW Data and VOW Datafeed, and will permanently and securely delete all copies of the VOW Data in their possession or control. Sections 6, 7, 9-13 and 18-24 will survive termination.
16. **Modifications.** From time to time, GVR may in its sole discretion add new features to the VOW Data and VOW Datafeed, remove existing features from the VOW Data and VOW Datafeed, or otherwise modify or change the VOW Data and VOW Datafeed.
17. **Disclaimer.** THE VOW DATA AND VOW DATAFEED ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE VOW DATA MIGHT NOT BE ACCURATE OR CORRECT, AND ACCESS TO THE VOW DATA AND VOW DATAFEED MIGHT BE INTERRUPTED. FURTHERMORE, THE VOW DATA AND VOW DATAFEED MAY BE UNAVAILABLE FROM TIME-TO-TIME DUE TO ROUTINE MAINTENANCE, UPGRADES, HARDWARE AND SOFTWARE MALFUNCTIONS, REPAIRS, POWER OUTAGES, HACKERS, DENIAL OF SERVICE ATTACKS AND UNFORESEEABLY LARGE SERVICE DEMANDS. GVR DISCLAIMS ALL TERMS, CONDITIONS, GUARANTEES, REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, STATUTORY AND OTHERWISE), IN RESPECT OF THE VOW DATA AND VOW DATAFEED, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
18. **Limitation of Liability.** THE MEMBER USES THE VOW DATA AND VOW DATAFEED AT THEIR OWN RISK. GVR AND ITS OFFICERS, DIRECTORS AND OTHER REPRESENTATIVES WILL NOT BE LIABLE TO THE MEMBER FOR ANY LOSS SUFFERED IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE VOW DATA OR VOW DATAFEED. WITHOUT LIMITING THE PREVIOUS SENTENCE, GVR WILL NOT BE LIABLE TO THE MEMBER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE VOW DATA OR THE VOW DATAFEED.
19. **Maximum Liability.** IF, DESPITE THE ABOVE LIMITATIONS, GVR BECOMES LIABLE TO THE MEMBER IN RESPECT OF THE VOW DATA OR VOW DATAFEED, THAT LIABILITY WILL BE LIMITED TO THE FEES THE MEMBER PAID TO GVR FOR THE USE OF THE VOW DATA IN THE 3 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.
20. **Indemnity.** THE MEMBER WILL DEFEND AND INDEMNIFY GVR AND HOLD GVR HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES, LIABILITIES, COSTS, EXPENSES AND LEGAL FEES THAT GVR MAY INCUR IN CONNECTION WITH THE MEMBER'S USE OF THE VOW DATA OR VOW DATAFEED, OR THE MEMBER'S BREACH OF ANY OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT.
21. **Intellectual property.** As between GVR and the other parties to this agreement, GVR or its licensors own all right, title and interest in the MLS® Database, the MLS® Data, the VOW Datafeed and the VOW Data, all modifications thereto, and all intellectual property therein.
22. **Governing law.** This Agreement will be governed by and construed in accordance with the laws in effect in British Columbia. The Members consent to the exclusive jurisdiction of the British Columbia courts for hearing any disputes arising under or in relation to this Agreement.
23. **General. Waiver:** No waiver, delay, or failure to act by GVR regarding any particular default or omission will prejudice or impair any of GVR's rights or remedies regarding that or any subsequent default or omission. **Entire Agreement:** This agreement, the VOW Policy, and any Third Party

Agreement supersede all prior agreements of the parties regarding the VOW Data and VOW Datafeed, and constitute the whole agreement with respect to that subject matter. Assignment and Sublicensing: The Member may not assign or sublicense this agreement or any of their rights under this Agreement without GVR's prior written consent, which may be withheld without cause. Enurement: This Agreement will enure to the benefit of and be binding upon the parties and their lawful successors and permitted assigns. Force Majeure: No party will be liable for any non-performance or delay in performance by that party that is due wholly or in part to fire, flood, any act of God, riot, act of war (whether or not declared), terrorism, change in law or any other cause beyond the reasonable control of the party. Execution: This Agreement may be executed electronically or in hard copy and delivered in any number of counterparts, which together will constitute one and the same document. Each party may rely on delivery of an electronic or facsimile copy of this Agreement, and acceptance by either party of an electronic or facsimile copy of this Agreement will create a legal, valid and binding agreement between the parties in accordance with the terms of this Agreement

Agreed by the parties as of \_\_\_\_\_, \_\_\_\_\_:

**MEMBER:**

**GREATER VANCOUVER REALTORS®**

\_\_\_\_\_  
*Signature*

by: \_\_\_\_\_  
Authorized Signatory

**Name:** \_\_\_\_\_

**Member#:** \_\_\_\_\_

**Service Provider:** \_\_\_\_\_

**VOW URL:** \_\_\_\_\_

**VOW URL:** \_\_\_\_\_

**VOW URL:** \_\_\_\_\_

**VOW URL:** \_\_\_\_\_

**Please return the completed agreement to Greater Vancouver REALTORS® at  
memberrelations@gvrealtors.ca**

## **SCHEDULE A VOW POLICY**

### **VIRTUAL OFFICE WEBSITE (VOW)**

In this section the following terms have the following meanings:

“Detail Display” means enlarged photo and additional text display of individual properties selected from a Thumbnail Display.

“MLS® Data” means MLS® property data maintained in the MLS® Database regarding the listings of corporate Members of GVR and corporate members of other real estate boards and associations.

“MLS® Database” means a single proprietary database of text, images and related information pertaining to properties listed for sale compiled by GVR.

“MLS® VOW” means a secure password-protected internet website controlled and operated by an MLS® VOW Participant, through which the MLS® VOW Participant provides real estate services to consumers or consumer clients with whom the MLS® VOW Participant has established a lawful REALTOR®/consumer or REALTOR®/client relationship, and where the consumer has an opportunity to search for MLS® VOW Data.

“MLS® VOW Agreement” means the agreement in a form prescribed by GVR, between GVR and the Member relating to the operation of an MLS® VOW.

“MLS® VOW Data” or “MLS® VOW Datafeed” means MLS® Data prescribed by GVR from time to time, which is made available by GVR to MLS® VOW Participants from time to time for display on an MLS® VOW.

“MLS® VOW Participant” means a Member who is a party to an executed MLS® VOW Agreement which has not expired or been terminated.

“MLS® VOW Service Provider” means an entity or person designated by an MLS® VOW Participant to operate an MLS® VOW on their behalf, subject to the MLS® VOW Participant’s supervision and accountability.

“Registrant” means a consumer who has entered into a lawful REALTOR®/consumer or REALTOR®/client relationship with an MLS® VOW Participant through an MLS® VOW in accordance with this Section 9.

“Scraping” means use of a software program or other method to extract photographs and text from an MLS® VOW for use on an internet website other than an MLS® VOW or for use in any manner except as permitted by this Section 9.

“Terms of Use” means a written series of statements displayed on an MLS® VOW to which a Registrant can agree.

“Thumbnail Display” means a summary of a search displaying multiple property listings per page that must include the name of the Listing Brokerage, the MLS® number, and may include a small photograph and such limited text data as may be permitted by GVR from time to time.

#### **9.01 General**

In addition to the obligations set out in the MLS® VOW Agreement, MLS® VOW Participants must adhere to the rules in this Section 9 in addition to all other Rules of Cooperation, policies and guidelines that may be adopted by GVR from time to time.

## **Entitlement to Operate an MLS® VOW**

### **9.02 MLS® VOW Participants**

Only an MLS® VOW Participant may establish and operate an MLS® VOW. Subject to section 9.05, Members may not establish or operate a Virtual Office Website (“VOW”) using MLS® Data unless they are an MLS® VOW Participant operating an MLS® VOW.

### **9.03 Brokerage responsibility**

Any breach of this Section 9 by an individual MLS® VOW Participant shall be deemed to be a breach by that Member’s brokerage.

### **9.04 MLS® VOW Service Providers**

An MLS® VOW Participant may operate an MLS® VOW through an MLS® VOW Service Provider who has entered the prescribed third-party agreement with GVR and who has acknowledged receipt of MLS® VOW policies of GVR applicable to MLS® Service Providers, subject to their overview, supervision and responsibility. As soon as the MLS® VOW Participant engages or changes an MLS® VOW Service Provider they shall notify GVR, identifying the MLS® VOW Service Provider.

### **9.05 Transition Period**

A Member who, immediately before January 1, 2019, operated a VOW compliant with the Rules of Cooperation then in effect, but who has not yet entered an MLS® VOW Agreement, may continue to operate such VOW on and after January 1, 2019 until no later than June 30, 2019. In that case, Section 9 of these Rules of Cooperation will apply to such Member and their VOW as if they were an MLS® VOW Participant operating an MLS® VOW. However, unless and until the Member enters an MLS® VOW Agreement, the Member may not display on their VOW MLS® sold data, expired, withdrawn, suspended or terminated listings, and compensation offered to other Members, and MLS® VOW Service Providers are not permitted to make such data available to the Member for use in a VOW.

## **Registrants**

### **9.06 Requirements for Providing a Registrant with Access to an MLS® VOW**

An MLS® VOW Participant must not provide a Registrant with access to MLS® VOW Data through the MLS® VOW Participant’s MLS® VOW unless and until:

- (a) the MLS® VOW Participant establishes a lawful REALTOR®/ consumer or REALTOR®/client relationship with that Registrant, including, where necessary, completion of any applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements;
- (b) the Registrant has provided the MLS® VOW Participant, through the MLS® VOW, with the Registrant’s name, telephone number, valid e-mail address and, at the option of the MLS® VOW Participant, other information;
- (c) the MLS® VOW Participant has displayed the Terms of Use to the Registrant on the MLS® VOW;
- (d) the Registrant has affirmatively and expressly agreed to the Terms of Use where at a minimum, the Registrant has been required to open and review the agreement and agree to the agreement by “mouse-clicking” an acknowledgement of agreement displayed on the MLS® VOW;
- (e) the Registrant has supplied the MLS® VOW Participant with a user name and a password, both of which must be unique to the Registrant, (the user name and password may be established by the Registrant or may be supplied by the MLS® VOW Participant at the option of the MLS® VOW Participant). The Registrant’s password and access to

MLS® VOW Data must expire on a date not later than 30 days after being issued.  
Passwords may not be automatically renewed upon expiration;

- (f) the MLS® VOW Participant has sent an e-mail to the Registrant at the e-mail address described in (b) above confirming the user name and password and the Registrant has acknowledged receipt of the e-mail by mouse-clicking an acknowledgment of receipt displayed in the e-mail; and
- (g) upon expiration of their password the Registrant must provide the MLS® VOW Participant with a new password to regain access to the MLS® VOW Data. The MLS® VOW Participant shall not permit the Registrant to regain access to the MLS® VOW Data until the MLS® VOW Participant has sent an e-mail to the Registrant at the e-mail address described in (b) above confirming the new password and the Registrant has acknowledged receipt of the e-mail by mouse-clicking an acknowledgment of receipt displayed in the e-mail.

#### **9.07 Terms of Use**

The Terms of Use must include an express acknowledgement and agreement by the Registrant in favour of the MLS® VOW Participant, the corresponding brokerage and GVR that:

- (a) the Registrant has received, read and understood the brochure published by the British Columbia Real Estate Association entitled "Privacy Notice and Consent" (this document may be linked);
- (b) the Registrant acknowledges entering into a lawful REALTOR®/ consumer or REALTOR®/client relationship with the Member;
- (c) all data obtained from the MLS® VOW is intended for and may only be used for the Registrant's personal, non-commercial use;
- (d) the Registrant has a bona fide interest in the purchase, sale or lease of real estate of the type being offered through the MLS® VOW;
- (e) the Registrant will not himself, and will not permit or assist others to, directly or indirectly:
  - (i) copy, redistribute or retransmit any of the MLS® VOW Data or information provided;
  - (ii) display, post, disseminate, distribute, publish, broadcast, transfer, sell or sublicense any of the MLS® VOW Data to another person.
  - (iii) engage in Scraping (including "screen scraping" and "database scraping"), "data mining" or any other activity intended to collect, store, re-organize, summarize or manipulate any MLS® VOW Data or any related data;
- (f) the Registrant acknowledges GVR's ownership of, and the validity of GVR's proprietary rights and copyright in the MLS® VOW Data, and listing information; and
- (g) the Registrant expressly authorizes GVR or their duly authorized representatives, to access the MLS® VOW and Registrant's information provided to the MLS® VOW Participant, for the purposes of verifying compliance with and pursuing enforcement of the Terms of Use and all applicable rules, regulations, bylaws, policies, and laws.

#### **9.08 Terms of Use may not Impose Financial Obligation**

A Terms of Use agreement may not impose a financial obligation on a Registrant or create an agency agreement with the Registrant. Any financial obligation or agency agreement entered into



by a Registrant through an MLS® VOW must be set forth separately from the Terms of Use, must be prominently labelled and may not be accepted solely by mouse click. The Registrant must also receive a subsequent confirmation of the terms of any such financial obligation or agency agreement and the financial obligation or agency agreement may not become effective until the Registrant acknowledges acceptance of those terms by mouse click. Prior to entering into an agency agreement with a Registrant the MLS® VOW Participant must ask the Registrant whether the Registrant is a party to any other agency agreements.

#### **9.09 Maintenance of Records**

MLS® VOW Participants must maintain a record of the name, telephone number, e-mail address and, if required by the MLS® VOW Participant the street address supplied by the Registrant, and the user name of each Registrant during the currency of the Registrant's password and for not less than one hundred and eighty (180) days after the expiration of the validity of the Registrant's password.

#### **9.10 Privacy Policy**

An MLS® VOW must boldly display a privacy policy that informs Registrants of the ways in which information obtained from them will be used, and obtain each Registrant's consent to all of the ways in which personal information that they provide may be collected, used, or disclosed including the fact that personal information may be shared with GVR for auditing and/or legal purposes.

### **General Terms of Operation**

#### **9.11 Compliance with Rules and Laws**

An MLS® VOW Participant's establishment and operation of an MLS® VOW is subject to the terms, conditions and requirements of these Rules of Cooperation, other rules, bylaws, regulations and policies of GVR, the MLS® VOW Agreement, the British Columbia Real Estate Association Rules, and all applicable provincial and federal laws, including the *Real Estate Services Act*, Real Estate Council of B.C. Rules, and the *Personal Information Protection Act*.

#### **9.12 Visibility of Brokerage Name**

An MLS® VOW must prominently display the MLS® VOW Participant's corresponding brokerage's name.

#### **9.13 Copyright**

An MLS® VOW shall include any copyright notice as may be provided by GVR from time to time regarding GVR's copyright in MLS® VOW Data.

#### **9.14 MLS® VOW Participant must Display**

An MLS® VOW Participant shall cause to be placed on their MLS® VOW a notice indicating that the listing information displayed on the MLS® VOW is deemed reliable but is not guaranteed accurate by GVR. An MLS® VOW Participant shall include other appropriate disclaimers necessary to protect the corresponding brokerage, Member and/or GVR from liability.

#### **9.15 Detail Display of a Brokerage's Listing**

Where a search of the MLS® VOW Data generates a Detail Display on an MLS® VOW of a brokerage listing, the Detail Display shall bear that brokerage name, the MLS® number and the MLS® copyright notice, all of which must be prominently displayed on each Detail Display.

An MLS® VOW Participant may not include any contact information or branding of any person or corporation other than the Listing Brokerage within the "body" of the listing data. (The "body" shall be the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.)

#### **9.16 Thumbnail Display**

A Thumbnail Display on an MLS® VOW of a brokerage listing must not include any contact information or branding of any person or corporation other than the Listing Brokerage. A Thumbnail Display may only include the following:

- (a) text data about the listing property;
- (b) a photo, or any other media of the listing property; and
- (c) the MLS® number.

**9.17 Thumbnail Display Summary or Detail Display Disclaimer**

Any Thumbnail Display summary or Detail Display on an MLS® VOW must prominently display any disclaimer which accompanied the information in its original form, or the following notice:

"NOTE: This representation is based in whole or in part on data generated by the Chilliwack & District Real Estate Board, Fraser Valley Greater Vancouver REALTORS® which assume no responsibility for its accuracy."

**9.18 Restriction on Co-Mingling**

MLS® VOW Participants must not permit any portion of the MLS® VOW Data to be co-mingled with any non-MLS® listings on any MLS® VOW. MLS® VOW Participants shall cause any listing displayed on their MLS® VOW obtained from other sources to be searched separately from listings in the MLS® Database.

**9.19 Restriction on Number of Listings**

MLS® VOW Participants shall limit the number of listings that a Registrant may view or retrieve, to not more than 100 listings in response to any inquiry.

**9.20 Permitted Exclusions of MLS® Data**

An MLS® VOW Participant may only exclude MLS® VOW Data from display on its MLS® VOW in accordance with Sections 9.24 and 9.25 or based on some objective criteria such as type of property, listed price or geographical location.

**9.21 Refreshing Information**

All information provided on an MLS® VOW must be refreshed at least once every twenty-four (24) hours and the MLS® VOW must indicate the date of the last update.

**9.22 Archived MLS® VOW Data**

GVR may archive portions of the MLS® VOW Data, in which case it will not be available in the normal MLS® VOW Datafeed. MLS® VOW Participants who wish to access a particular portion of the archived MLS® VOW Data for use in their MLS® VOW must make a special request to GVR.

**Exclusions and Restrictions**

**9.23 Permitted Data**

Subject to Section 9.11 an MLS® VOW may display information set out in the MLS® VOW Datafeed.

**9.24 Prohibited Data**

An MLS® VOW may not make available for search by or display to Registrants the following data:

- (a) MLS® Data other than MLS® VOW Data supplied by GVR;
- (b) the seller's and occupant's names and contact information, including phone number and e-mail address;

- (c) REALTOR® Remarks;
- (d) any other instructions or remarks intended for Cooperating Brokerages only, such as those regarding showing or security of the listing property, instructions for access or when the property will be empty or occupied, the seller's mortgage information and/or personal information about the seller and occupants of the property; and
- (e) such other listings, data or information as determined by GVR from time to time.

#### **9.25 Seller Opt-out**

An MLS® VOW may not display listings or property addresses of any seller who has affirmatively directed the Listing Brokerage to withhold the seller's listing or property address from display on the Internet.

- (a) The Listing Brokerage shall communicate to GVR that the seller has elected not to permit display of the listing or property address on the Internet. The seller may make this election at the time of listing, and may only change the election at the discretion of GVR.
- (b) GVR will thereafter identify that listing and that listing shall not be made available to Registrants.
- (c) The Listing Brokerage shall retain such documentation of the seller's direction for at least one year from the date the direction is provided, or one year from the date the listing expires or is terminated, whichever is later.
- (d) Notwithstanding the foregoing, an MLS® VOW Participant may provide to Registrants via other delivery mechanisms, such as email, fax or otherwise, the listings or property addresses of sellers who have determined not to have the listing or property address displayed on the Internet.

### **Prohibitions**

#### **9.26 Restriction on use of MLS® VOW Data**

MLS® VOW Participants must not permit any portion of the MLS® VOW Data to be used or provided to any person for any purpose other than those expressly provided for in the Rules of Cooperation and other GVR rules, regulations, bylaws and policies.

Subject to compliance with the Rules of Cooperation and other GVR rules, regulations, bylaws and policies, MLS® VOW Participants may, for the purposes of providing real estate services, use MLS® VOW Data to generate and provide statistical information and valuation estimates to their Registrants.

#### **9.27 MLS® VOW Data**

The MLS® VOW Data received from GVR, or any portion thereof, may not be displayed other than on an authorized MLS® VOW accessible only to Registrants who have properly logged in.

#### **9.28 Scraping**

MLS® VOW Participants shall take all reasonable precautions to prevent Scraping of the MLS® VOW Data from their MLS® VOW, and to prevent the MLS® VOW Data from being displayed on any internet website other than an MLS® VOW or being used other than in accordance with this Section 9 and the Rules of Cooperation and GVR regulations, guidelines and policies.

Reasonable precautions shall include but are not limited to:

- (a) monitoring the MLS® VOW for signs that a third party is Scraping data, and other unauthorized, access, reproduction, or use of listing information, the MLS® Database, MLS® Data and any related information;
- (b) utilizing appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by GVR;
- (c) maintaining an audit trail of Registrants' activity on the MLS® VOW and making that information available to GVR if GVR has reason to believe that any MLS® VOW has been the cause of, or permitted a breach in, the security of the MLS® Data or a violation of applicable Rules, including these Rules; and
- (d) prominently posting a notice on the MLS® VOW explaining that the website must only be used by consumers for the purpose of locating and purchasing real estate.

**9.29 Prohibition on Modification of MLS® VOW Data**

MLS® VOW Participants must not alter, modify, manipulate or obscure the MLS® VOW Data (or any disclaimers or notices therein) in any way without GVR's prior written approval.

**9.30 Advise GVR**

MLS® VOW Participants shall immediately advise GVR whenever they suspect:

- (a) unauthorized access or use of an MLS® VOW;
- (b) Scraping may have occurred;
- (c) violation of the Terms of Use; and
- (d) any error, bug, or security breach of any MLS® VOW Datafeed.

**Liability**

**9.31 Liability for Use of MLS® VOW Data**

An MLS® VOW Participant is responsible for any liability or loss of goodwill associated with problems of data integrity, accuracy or timeliness arising from Member's use, either directly, or indirectly through an MLS® VOW Service Provider, of GVR's MLS® System, listing information, and/or any information transmitted through an MLS® VOW Datafeed.

**9.32 Use of Internet**

The MLS® VOW Participant acknowledges that there are certain security, corruption, transmission errors, and access availability risks associated with using open networks such as the Internet, and the MLS® VOW Participant hereby expressly assumes all such risks.

**GVR**

**9.33 GVR monitoring**

MLS® VOW Participants must make the MLS® VOW directly accessible to GVR for purposes of monitoring and ensuring compliance with GVR's rules, bylaws, regulations and policies including all Rules of Cooperation. Without limiting the generality of the foregoing, for security, monitoring and network maintenance purposes, and the like, at any time, GVR is authorized, but not obligated, to monitor and access applications and systems, monitor network traffic and usage, and to obtain full access to MLS® VOWs and systems to ensure that any information transmitted through an MLS® VOW Datafeed is displayed in accordance with these Rules. MLS® VOW Participants shall agree to render reasonable assistance and cooperation to GVR if so requested in connection with this section 9.33.

#### **9.34 Powers of GVR**

If GVR has reason to believe there has been or will be a breach in the security of an MLS® VOW Data or a violation of GVR's bylaws, regulations, guidelines and policies including all Rules of Cooperation related to its use, the MLS® VOW Participant shall, upon request, provide to GVR a copy of the record of the name, e-mail address and user name of each Registrant, or those Registrants identified by the GVR to be suspected of involvement in the violation.

#### **9.35 Required Changes**

Within forty-eight (48) hours or an extended period of time specified by GVR, an MLS® VOW Participant must make, or cause to be made, such changes to its MLS® VOW as required by GVR to cure any violation of GVR's bylaws, rules regulations, and policies including all Rules of Cooperation.

### **Suspension and Termination**

#### **9.36 Cease Operation of MLS® VOW by an MLS® VOW Participant**

An MLS® VOW Participant will cease operating an MLS® VOW, will not display MLS® VOW Data and is not entitled to access the MLS® VOW Data if:

- (a) the MLS® VOW Participant notifies GVR in writing, in a form satisfactory to GVR, that they are ceasing to operate an MLS® VOW;
- (b) the MLS® VOW Agreement entered by the MLS® VOW Participant is terminated;
- (c) the licence of the MLS® VOW Participant conferred under the MLS® VOW Agreement has been terminated or suspended;
- (d) the MLS® VOW Participant ceases to be a Member of GVR or is terminated or suspended or otherwise rendered inactive from membership in GVR;
- (e) the right of the MLS® VOW Participant to operate an MLS® VOW or to have access to the MLS® VOW Data has been suspended or terminated pursuant to a discipline order under GVR's bylaws;
- (f) the MLS® VOW Participant is in breach of its obligations under this Section 9 and fails to remedy the default within forty-eight (48) hours after receiving a written demand to do so from GVR; or
- (g) the MLS® VOW Participant has been in breach of its obligations under this Section 9 more than three (3) times in any twelve-month period, regardless of whether those breaches have been remedied.

#### **9.37 Suspension**

In addition to Section 9.36 GVR may immediately suspend without notice an MLS® VOW Participant's access to the MLS® VOW Data if, in the sole discretion of GVR:

- (a) GVR knows or suspects an event described in Section 9.36 has occurred or is about to occur;
- (b) GVR knows or suspects that the MLS® VOW Participant's MLS® VOW is being used or accessed in a manner contrary to the Terms of Use in Section 9.07; or
- (c) GVR concludes that the MLS® VOW Participant is in breach of its obligations under this Section 9 or the MLS® VOW Agreement.

#### **9.38 Termination**

Immediately upon termination of the MLS® VOW Participant's right to operate an MLS® VOW, the MLS® VOW Participant shall promptly, by secure means, permanently delete, erase and destroy any and all confidential information, personal information, information transmitted through an MLS® VOW Datafeed and any materials (in any medium) containing or reflecting any listing information including all copies, extracts, reproductions or otherwise, in whole or in part, that each has stored anywhere and by any means, including without limitation on magnetic media or other electronic or digital storage, including all backup copies, in its possession or under its control, as well as any copies in the possession or under the control of its representatives. Within fifteen (15) days of termination of its right to operate an MLS® VOW, the MLS® VOW Participant shall deliver to GVR a written statement signed and certified by a duly authorized officer of that Member's brokerage indicating that the provisions of this Section 9.38 have been fulfilled.

**9.39 Remedies Cumulative**

None of the provisions in Sections 9.36 to 9.39 diminish the ability of GVR to pursue the remedies available under the MLS® VOW Agreement, at law or equity.