

Article 19 - Stellar MLS IDX Rules and Regulations

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Article 19.00: Stellar MLS IDX Rules and Regulations

Stellar MLS is a participating partner in MLS GRID and may utilize MLS GRID's technology, licenses, rules, and/or auditing procedures in the process of accomplishing Stellar MLS duties under these IDX Rules. All capitalized terms carry the definitions in the as defined below and are applicable for all IDX websites and electronic displays. "Member Participant" means a Participant who is the managing broker and Designated Realtor for the brokerage firm. "Participant" is defined in Section 1.3 of the Stellar MLS Rules and Regulations. "Subscriber" means a non-principal broker, sales licensee or other person having a real estate license issued by the State of Florida or other state jurisdiction, who is affiliated with a Participant who is a member of Stellar MLS.

Article 19.01: IDX and MLS GRID Data Usage

IDX or Broker Reciprocity is defined as a cooperative program where the Member Participant grants permission to display their listings on the websites of other Member Participants, and receives the same permissions in return. The use of MLS GRID Data for IDX grants MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used through theses rule, "display" includes "delivery" of such listings. Electronic display subject to these IDX Rules means displays on public websites and displays using applications for mobile devices that the Member Participant controls. In order to use MLS GRID Data a Member Participant must be actively engaged in listing properties for sale and/or assisting and negotiating on behalf of buyer(s) or property owner(s) in real estate transactions. (Updated 11/2020)

Article 19.02: Consent to IDX Display

The Member Participant's consent for display of their listings by other Member Participants may be presumed unless a Member Participant affirmatively notifies MLS GRID or their MLS that they refuse to permit display on a listing-by-listing basis or a Member Participant affirmatively notifies MLS GRID or their MLS that they refuse to permit display on a blanket basis. An MLS may require a Member Participant to affirmatively Opt-In their listings on a listing-by-listing basis to consent for display of their listings by other Member Participants. Any Member Participant may at any time, by written notice to MLS GRID, request that no data from their listings be included in MLS GRID Data for IDX and an IDX Opt-Out Form may be required. Within ten (10) Business Days after receipt of such notice, MLS GRID shall discontinue including any data from the Member Participant's listings in the MLS GRID Data for IDX. Note: listings entered as "delayed distribution" will not be disseminated in IDX feeds until the delay period ends. (Updated 08/2025)

Article 19.03: Participation

Participation in IDX is available to all Member Participants who are authorized by their applicable MLS's Governing Documents and who consent to the display of their listings by other Member Participants. (updated 11/2020)

Article 19.04: Notice of Intent

Each Member Participant must notify MLS GRID or their applicable MLS of their intention to establish a website, an application, or provide services involving the use and/or display of MLS GRID Data, and must give MLS GRID direct access for purposes of monitoring and ensuring compliance with applicable policies and license agreements, including these IDX Rules.

(Updated 11/2020)

Article 19.05: Use of MLS GRID Data

Member Participants may not use IDX provided listings for any purpose other than display as provided for in these IDX Rules. This does not require the Member Participant to prevent indexing of listings by recognized search engines.

(Updated11/2020)

Article 19.06: Control and Branding

Any IDX display must be under the actual and apparent control of a single Member Participant who has executed a MLS GRID IDX Master Data License Agreement. Actual control means that the member Participant has either built the website for their own use with internal resources, or obtained technology for the website under an agreement with a Vendor that provides the Member Participant final control over the operations of the website. Additionally, “actual control” means the ability to add, delete, modify and update information as required by MLS GRID and their applicable MLS’s Governing Documents. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the Member Participant. The following are currently conclusively deemed to be evidence of apparent control: that the Member Participant’s branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Member Participant from non-participating firms, e.g., from other franchisees of the same franchise, if applicable.

(Updated 11/2020)

Article 19.07: Withholding Property Address from Display

Listings, including property addresses, can be included in displays of MLS GRID Data except where a seller has directed their Member Participant to withhold their listing or the listing’s property address from all public display on the Internet (including, but not limited to, display on publicly-accessible websites or VOWs or on maps publicly accessible websites or VOWs) or other electronic forms of display or distribution.

(Updated 11/2020)

Article 19.08: Seller Withholding IDX Listing from Display

A Member 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 or other electronic forms of display or distribution shall cause the seller to execute a document that includes such a provision, in accordance with their applicable MLS Governing Documents.

(Updated 11/2020)

Article 19.09: Criteria for IDX Display

Member Participants may select the listings they choose to display through IDX based solely on objective criteria, including but not limited to factors such as geography or location, list price, type of property, or type of listing. Selection of listings displayed through IDX must be independently made by each Member Participant. If the Member Participant chooses to limit the display of any listings based on objective criteria, the Member Participant's IDX site must include a disclosure to consumers that clearly states "Some IDX listings have been excluded from this website."

(Amended 11/2020)

Article 19.10: Criteria for Thumbnail Display

"Thumbnail" refers to a summary of listing information containing no more than eight selection criteria describing the property (e.g. List Price, MLS Number, Address, Beds, Baths, SqFt., Status, and Subdivision). Any search result identifying another Member Participant's listing in a thumbnail format may not include contact information or branding of the Member Participant's IDX site, or brokerage.

(Updated 11/2020)

Article 19.11: Refresh of MLS GRID Data Downloads

Each Member Participant must refresh all MLS GRID Data downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours to include new data and exclude data that has been removed from the MLS GRID Data.

(Updated 11/2020)

Article 19.12: Sharing of MLS GRID Data Compilation

Sharing of the MLS GRID Data compilation with any third party not authorized by MLS GRID is prohibited. (Updated 11/2020)

Article 19.13: Identifying Member Participant's Brokerage Firm

All IDX displays must be under the actual and apparent control of a Member Participant and must clearly identify the name and email or phone number of the brokerage firm under which the Member Participant operates in a readily visible color and typeface. Displays of minimum information (e.g. a one-line or "thumbnail," text messages, "tweets", etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

(Updated 11/2020)

Article 19.14: Third Party Comments and Automated Value Estimates

Any IDX display controlled by a Member Participant that (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate); in immediate conjunction with the listing, shall disable or discontinue either or both of those features as to the seller's listing at the request 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 displays controlled by the Member Participant. Except for the foregoing and subject to

the section below, a Member Participant's IDX display may communicate the Member Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its viewers that a particular feature has been disabled at the request of the seller.

(Updated 11/2020)

Article 19.15: Comments on IDX Listings

Member Participant shall maintain a means (e.g. e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Member Participant beyond that supplied by MLS GRID and that relates to a specific property. Member Participant shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing Member Participant for the property explaining why the data or information is false. However, Member Participant shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment of the Member Participant controlling the IDX display.

(Updated 11/2020)

Article 19.16: Co-mingling of Data

Member Participant may co-mingle listings through IDX provided by MLS GRID with listings from other MLS sources on its IDX display, provided all such displays are consistent with these IDX Rules.

Co-mingling is (a) the ability for a visitor to the website to execute a single search that searches any portion of MLS GRID Data for IDX display at the same time it searches listing data from any other source(s), and (b) the display on a single web page of any portion of MLS GRID Data for IDX display and listing data from any other source.

Co-mingling of listings with properties that are (i) not exclusively represented by a licensed real estate agent or broker, or (ii) represented by licensed real estate agent or brokers that were not received from other MLS sources is permissible, provided that any such listings must display the source from which each such listing was obtained. The source of the information must be prominently identified in the search results and in the display of the property's details. The source of the information must be displayed in a readily visible color and typeface not smaller than the median used in the display of the listing data. For example, no tiny text or gray text displayed on a gray background. (revised 10/25/24)

If the Member Participant publishes content to augment the data sourced by the MLS GRID, then the Member Participant shall maintain a means (e.g. email address, telephone number) to receive comments about the accuracy of content. The Member Participant shall correct or remove any content that is false, fraudulent or deceptive upon receipt of a communication explaining why the data or information is false, fraudulent, or deceptive. However, Member Participant need not remove or correct any content that the Member Participant determines in their good-faith opinion, advice, or professional judgment is not false, fraudulent, or deceptive.

(Updated 10/2024)

Article 19.17: Suspension or Termination of Access to MLS GRID Data

In the event of any default by the Member Participant, or the occurrence of any event which MLS GRID believes may constitute an event of default by the Vendor under these IDX Rules, including any violation of

or noncompliance with the MLS GRID IDX Master Data License Agreement, or failure by the Member Participant to pay any fees or fines owing to MLS GRID, MLS GRID may at its option and without prior notice to the Member Participant, and in its sole discretion temporarily suspend, or terminate, the license granted to Member Participant to access the MLS GRID Data until all outstanding fees have been paid in full or the default has been cured.

(Updated 11/2020)

Article 19.18: Unauthorized IDX Advertising

No display or use of the listings, or any portion of the 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.

(Updated 11/2020)

Article 19.19: Display of Fields of Data

Listings displayed pursuant to IDX shall contain only those fields of data designated by MLS GRID. Display of confidential fields intended only for other Member Participants is prohibited. Fields designated may be designated as confidential at the discretion of the applicable MLS. Vendors may request a comprehensive list of confidential fields from the MLS Grid for each MLS.

(Updated 11/2020)

Article 19.20: Listing Agreement Type

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Updated 11/2020)

Article 19.21: Prohibition of Listing Modification

No MLS GRID Data made available to a Member Participant for IDX display shall be modified by such Member Participant; except that the display of IDX listings or other data may be augmented with additional data not otherwise prohibited from display so long as the source of the other data is clearly identified. This requirement does not restrict the modification of the listing using RESO-approved synonyms for normalization purposes. This requirement does not restrict the format of the display of the IDX listings or display of fewer than all of the IDX listings or display of fewer than the authorized data fields.

(Updated 11/2020)

Article 19.22: Identifying the Listing Brokerage

With the display of any IDX listings, all listings displayed pursuant to IDX shall identify the listing brokerage name, the listing number, and the status of the listing immediately adjacent to the property information. When displaying a sold listing, the name of the cooperating brokerage OR the following disclaimer must also appear: “Properties displayed may be listed or sold by various participants in the MLS”; as established by the applicable MLS Governing Documents.

Required items must be displayed in a readily visible color and typeface not smaller than the median used in the display of listing data. For example, no tiny text or gray text displayed on a gray background. Displays of minimal information (e.g., “thumbnails, text messages, “tweets”, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

(Updated 11/2020)

Article 19.23: Identifying the Source of IDX Listings

The display of any IDX listings shall clearly and conspicuously identify the providing MLS as the source of the IDX listings as distributed by the MLS GRID (e.g. “Listings courtesy of APPLICABLE MLS as distributed by MLS GRID”) in accordance with these IDX Rules. MLS GRID approved icons or logos identifying MLS GRID as the source of IDX listings must appear on the first page where any listings are displayed. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., or two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

(Updated 11/2020)

Article 19.24: Consumer use of IDX Listings

Member Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, that the data is deemed reliable but is not guaranteed by MLS GRID, and that the use of the MLS GRID Data may be subject to an end user license agreement prescribed by the Member Participant’s applicable MLS if any and as amended from time to time. MLS GRID may, at its discretion, require use of other disclaimers as necessary to protect Member Participant, and/or their MLS from liability.

Each display or use of the IDX Listings, or any portion of the IDX Listings shall include the conspicuous display of the following: “Based on information submitted to the MLS GRID as of _____ (date and time MLS GRID Data was obtained). All data is obtained from various sources and may not have been verified by broker or MLS GRID. Supplied Open House Information is subject to change without notice. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.”

Displays of minimal information (e.g. “thumbnails”, text messages, “tweets,” etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

(Updated 11/2020)

Article 19.25: Map Display of IDX Listings

With a map display on an IDX website showing the locations of the listings matching a consumer's search with icons or pins, where a consumer may display a "popup" or "balloon" over the icon or pin by clicking or holding the mouse over it, required elements need not be displayed provided that (a) the consumer can click on the pop-up or balloon and view a page, including the listing information and the required elements; or (b) there is a display elsewhere on the page on which the map appears that includes the listing information and the required elements for all such listings on the map.

(Updated 11/2020)

Article 19.26: Limit on Number of Listings Displayed

The display of any IDX listings in response to a query from a consumer shall not be limited to fewer than five hundred (500) listings or fifty percent (50%), whichever is fewer, and no more than two thousand-five hundred (2,500) listings per search. This does not apply to displays showing mapping pins and no other listing data.

(Updated 11/2020)

Article 19.27: Display of Off-Market or Sold Listings

The display of expired, withdrawn, and sold listings may be prohibited by the Member Participant's applicable Governing Documents, and may be excluded from MLS GRID Data. If expired, withdrawn, or sold listings are available in MLS GRID Data for IDX, the display of those listings authorized.

(Updated 11/2020)

Article 19.28: Display of Seller Information

The display of the seller's and/or occupant's name(s), phone number(s), and email address(es) is prohibited.

(Updated 11/2020)

Article 19.29: Security of IDX Listings

Each Member Participant is required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required by MLS GRID may not be greater than those employed by MLS GRID. Each Member Participant shall make reasonable efforts to avoid "scraping" of the MLS GRID Data by third parties or displaying of that data on any other website. Reasonable efforts shall include but not be limited to (a) Monitoring the website for signs that a third party is "scraping" data and (b) Prominently posting notice that any use search of data on the website, other than by a consumer looking to purchase real estate, is prohibited. If a Member Participant suspects "scraping" of the data has occurred, the suspicion and any evidence must be reported to MLS GRID or their applicable MLS immediately.
(Updated 11/2020)

Article 19.30: Required DMCA Notice

Required DMCA notice of infringement must immediately (no later than 24 hours after receipt) notify MLS GRID at DMCAnotice@MLSGrid.com. A Member Participant's IDX site must include the conspicuous display of the following two paragraphs:

The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any content or material made available in connection with our website or services infringes your copyright, you (or your agent) may send us a notice requesting that the content or material be removed, or access to it blocked. Notices must be sent in writing by email to DMCAnotice@MLSGrid.com.

"The DMCA requires that your notice of alleged copyright infringement include the following information: (1) description of the copyrighted work that is the subject of claimed infringement; (2) description of the alleged infringing content and information sufficient to permit us to locate the content; (3) contact information for you, including your address, telephone number and email address; (4) a statement by you that you have a good faith belief that the content in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (5) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (6) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above information may result in the delay of the processing of your complaint.

(Updated 11/2020)

Article 19.31: False or Misleading Advertising and Representations

Member Participant may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the Member Participant's relationship to their applicable MLS, about the applicable MLS itself, or about any property listed with their applicable MLS. Co-branding may be permitted if the Member Participant's brokerage firm logo and contact information is larger than that of any third party. Member Participant shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and Member Participant may not: (a) Engage in deceptive or unauthorized framing of real estate brokerage websites; (b) Manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or (c) Deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

(Updated 11/2020)

Article 19.32: Prohibited Language

Member Participant shall not indicate or imply in any manner that the Member Participant is a multiple listing service or broker listing cooperative, or that the consumer has access to or may search Member Participant's applicable MLS. For example Member Participant shall not state that the consumer may "search the MLS"/"search the BLC" or "access the MLS"/"access the BLC," or similar language. MLS GRID reserves the right to object to any Member Participant's company name or domain name, if MLS GRID believes in its sole discretion the name used is confusingly similar to any name used in commerce by MLS GRID or its MLS members. MLS GRID similarly reserves the right to object to the use of any combination of

the words “Multiple” (or “Multi”), “Listing” (or “List”), or “Service” (or “System”). Member Participants using prohibited language will not be granted access to MLS GRID Data for IDX display.

(Updated 11/2020)

Article 19.33: Third Party Adherence to Rules

Member Participants will take steps to ensure that any consultant and/or third party hired to help Member Participant setup and maintain Member Participant’s IDX display reads, understands and executes the MLS GRID IDX Master Data License Agreement and adheres to these IDX Rules.

(Updated 11/2020)

Article 19.34: Site Audit Trail Required

Member Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

(Updated 11/2020)

Article 19.35: Service Fees, Charges and Fines

Fees and charges for participation in IDX services from MLS GRID shall be as established by Member Participant’s applicable MLS. Costs incurred by MLS GRID in providing MLS GRID Data to Member Participant may be assessed by MLS GRID to the Member Participant at its sole discretion.

Note: The penalty for non-compliance is outlined in the General Fines Schedule (See Article 11, Section 4.2). Repeated or deliberate violations may include possible termination of the MLS GRID IDX Master Data License Agreement. (Updated 11/2020)