

NWMLS Data Use Compliance Policy

May 2024



Powering the Region's Real Estate Industry

NORTHWEST
MULTIPLE LISTING SERVICE®

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DATA USE COMPLIANCE POLICY

Any use, distribution, display and provision of any products or services using NWMLS Listing Data requires licensing the data from MLS GRID and compliance with the NWMLS Data Use Policy, the MLS GRID Data License Agreement, the MLS GRID IDX Rules, the MLS GRID VOW Rules, and the NWMLS Bylaws and Rules (the “Data Use Rules”).

If a Vendor or Participant (as defined in the MLS GRID Data License Agreement, referred to herein as a “Licensee”) fails to comply with the Data Use Rules, or if a Licensee provides a product or service that uses NWMLS Listing Data without a current MLS GRID Data License Agreement, NWMLS may, in its sole discretion, revoke any license or refuse to grant a license. In addition, NWMLS may elect, in its sole discretion, to assess a fine for Licensee’s non-compliance or unlicensed use.

If NWMLS elects to assess a fine, the notice and fines shall be administered as follows:

1. Non-Compliance with Data Use Rules

A. Non-Compliance Violations

When NWMLS identifies a Data Use Rules violation, NWMLS will send Licensee a notice identifying the rule(s) and a description of the violation(s) (“Non-Compliance Notification”). Licensee will have 10 days from the date of the Non-Compliance Notification to correct each identified violation.

If a violation has not been corrected within 10 days, then a fine of \$250 may be assessed for each identified violation that has not been corrected.

An additional fine of \$250 may be assessed for each identified violation not corrected every five (5) business days thereafter.

If a violation has not been corrected within 30 days following the initial Non-Compliance Notification, NWMLS may elect to terminate NWMLS Listing Data provided to Licensee under its MLS GRID Data License Agreement or to continue fining Licensee.

B. Repeat Non-Compliance Violations

If a Licensee corrects a Non-Compliance violation but violates the same Data Use Rule within 180 days following the prior correction, the notification and fining process will be the same as provided under “Non-Compliance Violations” but the fine amount will increase to \$500 for the identified violation.

2. Providing NWMLS Listing Data Without a License or Beyond the License Scope

A. Unlicensed Use Violations

When NWMLS identifies that a Licensee is providing a product or service that uses NWMLS Listing Data without a current MLS GRID Data License Agreement, NWMLS will send the Licensee a notice identifying the unlicensed use (“Unlicensed Use Notification”), and a fine of \$500 will be immediately due and owing.

If the unlicensed use continues, then a fine of \$500 will be assessed every five (5) business days thereafter.

If the unlicensed use continues 30 days after the Unlicensed Use Notification, NWMLS may elect to terminate NWMLS Listing Data provided to Licensee under its MLS GRID Data License Agreement or to continue fining Licensee.

B. Repeat Unlicensed Use Violations

If a Licensee ceases an Unlicensed Use violation (either by entering an MLS GRID Data License Agreement for each customer or by ceasing to provide unlicensed data) but commits another Unlicensed Use violation within 365 days following the prior correction, the notification and fining process will be the same as provided under “Unlicensed Use Violations” but the fine amount will increase to \$1,000.

3. Notifications

NWMLS shall send Non-Compliance Notifications to the e-mail address on file with the MLS GRID for the Licensee.

NWMLS shall send Unlicensed Use Notifications to the e-mail address on file with the MLS GRID for the Licensee providing NWMLS Listing Data to a customer for which there is no MLS GRID Data License Agreement.

NWMLS shall provide any notice of fines or termination of NWMLS Listing Data feed via notices to the e-mail address on file with the MLS GRID for the Licensee(s) that will be impacted. Fines shall be due and owing immediately upon sending the notice, and termination of NWMLS Listing Data feed shall be effective the later of sending the notice or such notice period set forth in the MLS GRID Data License Agreement.

4. Payment of Fines

Any fine shall be the responsibility of both the Vendor and the Participant and paid as provided in the applicable notice. Fines shall be invoiced through MLS GRID, and payment shall be due within ten (10) days of the invoice date. If Licensee fails to pay a fine within ten (10) days of the invoice date, NWMLS may suspend Licensee’s license to the NWMLS Listing Data in the MLS GRID Data, and if Licensee’s non-payment continues to more than thirty (30) days after the invoice date, NWMLS may terminate Licensees’ MLS GRID Data License Agreement for NWMLS Listing Data.

NWMLS has discretion to extend deadlines for correcting violations or payment of fines based on extenuating circumstances.

Effective May 1, 2024