

**Jupiter Tequesta Hobe Sound  
MULTIPLE LISTING SERVICE**



**WHAT IS A VOW?  
AND  
HOW TO START ONE!**



In November, 2008, the National Association of REALTORS® (NAR) issued a new Virtual Office Website (VOW) Policy and VOW Rules in settlement of an antitrust lawsuit initiated by the Department of Justice which were adopted by the JTHSMLS Board of Directors in February, 2009 in compliance with such settlement. We hope by this document to explain some important issues regarding what is a VOW and what you need to start one.

Real estate professionals who wish to operate a virtual office and a VOW must abide by the JTHSMLS Rules and Regulations and Compliance Guidelines.

### **What is a VOW?**

A Virtual Office Website (VOW) is the website or a feature of a website for a Broker's Internet-based real estate brokerage, through which the Broker is capable of providing real estate brokerage services to consumers. You must first establish a broker-consumer relationship (as defined by Florida state law). Since a VOW is an online brokerage, Brokers cannot "opt out" ("you can't show my listings") and the consumer has the opportunity to search listing content authorized by the JTHSMLS Policy and Rules ("VOW Content"), which is different from IDX Content. All VOWs are subject to your oversight, supervision, accountability and responsibility.

Unlike IDX websites, VOWs require website visitors to register prior to viewing the listing information, which is for the purpose of allowing you an opportunity to develop an ongoing relationship with your VOW registrants. Operating a VOW can assist you in expanding your target audience to which you provide your brokerage services. There are lots of good articles on the Internet about using VOWs in your business.

### **What is the difference between a VOW and an IDX website?**

An IDX website is considered advertising while a VOW is considered on-line brokerage. The Listing Broker's Consent is required before another Broker may advertise their listing.

A VOW must comply with certain requirements and DOES NOT require the listing broker's consent to display any listing otherwise available to JTHSMLS Participants for Internet display. (Sellers can still withhold their properties from Internet display or withhold the display of their property's address, but a seller cannot choose to only withhold Internet display of the property on a VOW).

### **What must my VOW contain?**

VOWs must meet certain content requirements in accordance with the new VOW Policy. Your VOW must include:

- **Terms of Use (TOU) statement.** A Terms of Use statement, also referred to as a Terms of Service agreement, is a contract between you and your VOW Registrants. Since the VOW Policy and Rules contain specific requirements as to what your TOU must state, it is crucial that you display an original TOU tailored towards your VOW, not one copied from another website.
- **Privacy Policy.** A Privacy Policy informs visitors to your VOW how any information they provide to you will be used. Because each website uses visitor information differently, you may be putting yourself at risk if you copy a Privacy Policy from another site.



- **Contact Information.** Your VOW must display a method of communication by which a consumer may contact you to ask questions, obtain additional information, or inform you of any inaccuracies in the listing information displayed on your VOW.
- **Current Listing Information.** The JTHSMLS VOW Content displayed on a VOW must be refreshed not less than every three days.

### **Who can start a VOW?**

Only a Broker/Participant can start a VOW, but a Broker/Participant can authorize an Agent/Subscriber to have a VOW. If you are a Broker and you authorize an Agent/Subscriber to have a VOW, you are totally accountable and responsible for that VOW and must supervise its functionality to reduce your risk of liability. Also, the term “Participant” has been recently revised in the JTHSMLS By-Laws to provide that a Participant must:

- Possess a current, valid Broker real estate license issued by the State of Florida; and
- Actively endeavor to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on JTHSMLS.

### **How do I start a VOW?**

First, if you are a Participant in JTHSMLS, you must complete an application and pay the applicable fees for a virtual office or a virtual branch office. Before you notify JTHSMLS that you desire a VOW Content feed for your virtual office or virtual branch office website, you will want to decide if you will operate your VOW, or if you will employ a technology provider, referred to as an Affiliated VOW Partner (AVP), to operate your VOW on your behalf. If you elect to have an AVP operate your VOW, it is suggested that you make sure your AVP signs an agreement with you to comply with the JTHSMLS Rules and Regulations to protect you, your rights, and your firm.

You must notify JTHSMLS of your intention to start a VOW. After you have notified JTHSMLS, you will receive a copy of the Rules Applicable to a VOW, the Compliance Guidelines, and a Content Questionnaire form to complete regarding your VOW. After the Questionnaire is returned to JTHSMLS, JTHSMLS will do a preliminary compliance check of your VOW and, if the preliminary requirements of a privacy policy, terms of use, contact information and registration process in compliance with the JTHSMLS Rules are in place, JTHSMLS will forward you the Content License Agreement for Virtual Office Website. You review, execute and have your AVP and, if applicable, your Agent, execute the Agreement and return duplicate originals to JTHSMLS together with the Set Up and License Fee. Once JTHSMLS does a check of your VOW for initial compliance and executes and returns the fully executed Agreement, the VOW Content feed will be ready within two (2) business days.

### **Who can use my VOW?**

The VOW Policy and Rules require users of your website, called Registrants, to register their name and valid email address with you before receiving access to JTHSMLS VOW Content displayed on your VOW. With regards to Registrants, you must:

- Establish a lawful broker/consumer relationship as defined in Florida;
- Confirm the email address a Registrant submits to you before they can access information;
- Obtain a Registrant’s explicit agreement to the Terms of Use of your VOW;
- Require each Registrant to have a unique username and password that must be entered to access the VOW Content;

- You must track the password and it must expire every 90 days, at which time it can be renewed.

**Are there any items that my VOW may not display and is there a fine if I do?**

Yes, your VOW must not make available for search by, or display to, Registrants any of the following information:

- Expired, withdrawn or pending (“under contract”) listings;
- The compensation offered to other JTHSMLS Brokers;
- The type of listing agreement, i.e., exclusive right to sell or exclusive agency;
- The seller’s and occupant’s name(s), phone number(s), or e-mail address(es);
- Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property;
- Addresses and listings where the sellers have “opted out” (decided not to have their listing on the Internet or not have their property address displayed).
- Sellers also have the option of telling you they do not want comments or blogging around their listing or even some electronic click through or other method of valuing property around their listing.

If your office violates the VOW Rules a fine of \$1,000.00 per infraction will be assessed. You can avoid additional fines of \$100.00 per day by taking down your VOW site within seventy-two (72) hours of notification from JTHSMLS that you are out of compliance.

**What will cause JTHSMLS to suspend my VOW Content feed?**

One or more of the following will cause JTHSMLS to suspend the VOW Content feed until the situation is corrected:

- Display of Content that should not be displayed.
- Not having a registration process for consumers.
- Transfer of JTHSMLS Content to any third party without JTHSMLS authorization.
- Refusal to allow JTHSMLS access to Broker’s VOW for evaluation and compliance.
- Absence of method of communication.
- Absence of Terms of Use.
- Absence of Privacy Policy.