

COPYRIGHT FAQ

1. Why do I need to agree to these click-through terms before I can use Listing Management?

MLSListings participants and subscribers expect the MLS database and listings to be protected from unauthorized use. Federal copyright law and copyright registration of the MLS database through the U.S. Copyright Office provides important protection for this valuable data.

While MLSListings has previously received federal compilation copyright registrations for its MLS database, the U.S. Copyright Office has recently changed its practices and has begun to deny these copyright registrations. As a result, MLSListings is proactively making changes based on the Copyright Office's requests for information and is seeking to clarify its terms of use that changes to better position itself to protect the MLS database. This includes the addition of the click-through agreement to the Listing Management application. The goal is to resolve any doubts the Copyright Office may have that MLS databases are subject to compilation copyright protection.

This change is not forcing participants or subscribers to give up ownership of listing content. It is simply allowing MLSListings to continue registering the compilation copyright (the selection, coordination, and arrangement of content; not the content itself) and changes to it.

2. Didn't I already agree to these terms when I signed up to MLSListings, Inc?

No. The original licensing agreement grants the user a license to access the MLSListings database and a limited right to use and display the licensed content. The agreement does not grant convey or grant to the user any interest in the intellectual property rights of the MLSListings database.

This additional click-through agreement simply clarifies for the sake of the US Copyright Office that you are assigning the selection, coordination, and arrangement in the MLSListings database to MLSListings. This agreement does not change ownership of the user's original text (like public remarks), photographs, or videos created for their listings.

3. Will I have to do this every time I use Listing Management?

No. Each user will be required to agree to the terms only once after logging into the Listing Management application. Once a user has agreed, the click-through prompt will no longer appear.

4. Can a broker agree to the click-through terms on behalf of all of their agents?

No. Each individual user must agree to the click-through agreement terms in order to access the Listing Management application.

5. Does this change mean that MLSListings is now forcing the assignment of listing content?

No. MLSListings is not requiring that participants and subscribers give the MLS ownership of the listing agreement or listing content, such as photos, free form text, or other media. This click-through agreement is only designed to ensure that changes to the compilation (the "selection, coordination, and arrangement" of content) belong to MLSListings.

6. Are other MLS's also requiring users to agree to similar terms?

Yes. All MLSs are affected by the change in the way the Copyright Office is handling compilation copyright registrations, and therefore many MLSs are updating their terms of use to fall in line with the new copyright requirements. While these changes are not required, we expect the majority of MLSs to follow suit with these terms in order to ensure they are able to receive copyright protection of their databases.

7. Where can I read more about this?

More information regarding copyrights and how they affect the real estate industry can be found at the links below:

<https://www.nar.realtor/copyright>

<http://larsonskinner.com/2018/03/23/mls-terms-use-changes-copyright-faq/>