

CONDITIONS OF PARTICIPATION REGARDING COMMITMENTS BVDW CODE OF CONDUCT PROGRAMMATIC ADVERTISING

The Legal Foundation for the participation in the Code of Conduct Programmatic Advertising BVDW is without fail the German version of the document. Meneing your signature is required on the German document only as the English version is simply a literal interpretation without legally binding content.

Status: September 1, 2018

These conditions of participation regulate the prerequisites and conditions for the granting of the commitment seal or seals (signatory logo/s) as well as measures and sanctions in case of violations against the voluntary commitments Code of Conduct Programmatic Advertising for Advertisers, Agencies, Demand Side Platforms (abbreviated to DSP throughout the document), Sell Side Platforms (abbreviated to SSP throughout the document), Sales Houses/Publishers, Data Management Platforms (abbreviated to DMP throughout the document), Data Providers, and Verification Vendors. Participation and signing Code of Conduct is possible for each company participating in the market and is not tied to any other prerequisites (e.g. membership in the BVDW). The signatories must fulfill the established requirements of the Code of Conduct for the respective market area (Advertiser, Agency, DSP, SSP, Sales House/Publisher, DMP, Data Provider and Verification Vendor) they cover as a company. If a company covers more than one market area (e.g. as full-stack provider), then it has to fulfill all requirements established for this market area. The assignment of fulfilling requirements goes back to the company if it can exercise control over the respectively applied technology (DSP and/or SSP). Complaints are handled in a standardized and for all parties binding procedure. The code of procedure regulates the jurisdiction and the procedure for the verification and the sanctions to be imposed in case of identified and documented violations against the commitment conditions. In order to handle all matters related to the voluntary commitments of the Code of Conduct Programmatic Advertising a respective board of complaint of the focus group programmatic advertising is established in the BVDW.

I. PART: BASICS

Article I Granting of the commitment seal/s and license terms

If a company signs the commitment Code of Conduct Programmatic Advertising as respective market participant (Advertiser, Agency, DSP, SSP, Sales House/Publisher, DMP, Data Provider and Verification Vendor), it is obliged to use a badge¹ (signatory logo) provided by the BVDW, embodying compliance with the self-commitment criteria to be fulfilled, as a reference in a prominent position on the website (e.g. in the company or service description) to use. This applies to all websites operated by the company for the purpose of marketing its services (also under different sales brands). The signer logo will be sent to the company in digital form by e-mail.

The logo must be linked to the description of the Code of Conduct on the BVDW website <https://www.bvdw.org/qualitaetszertifikate/code-of-conduct/programmatic-advertising-code-of-conduct/>. This link should be marked as rel = "nofollow".

If the agency uses the certificate in analogue media (offers, brochures, etc.), the URL (<https://www.bvdw.org/qualitaetszertifikate/code-of-conduct/programmatic-advertising-code-of-conduct/>) must be given in the form of a footnote.

¹ If the company can subscribe for several market areas, it will receive a signatory logo for each market area subscribed. In the following document, the singular form ("the commitment seal"/"the signatory logo") is used for easier readability.

2. The companies direct the signing via sending of the signed document via email, fax or mail for the following recipient:

BVDW, German Association for the Digital Economy
Keyword/subject: Selbstverpflichtung Programmatic Advertising
Schumannstr. 2
10117 Berlin
Fax: +49 (0)30 2062186-26
Email: zertifikate@bvdw.org

Together with the signing the company is to submit its corporate logo.

3. The validity of the commitment seal starts when the BVDW makes all signatories public (press release and website of the BVDW) and sends the commitment seal to the respective companies. The commitment is valid until the next content update of the Code of Conduct Programmatic Advertising, however, for at least one year after granting. Purely editorial updates are not included. The signatory is authorized to use the commitment seal for the specified period.

The BVDW is owner of all rights to the commitment seal (signatory logo). Authorization to use the badge is only granted to the signing company for the following conditions:

After verified signing pursuant to Article 2, the BVDW shall grant the respective company a revocable, non exclusive right to the commitment seal, not restricted in terms of time and place, to replicate the commitment seal granted pursuant to Article 1 only for the purpose of commercial presentation of the company to the outside and to give the public access to such via its Internet website. Furthermore, this includes the right to use the commitment seal also in other media (print CD-ROM and similar types of application) accordingly. Revocation can apply especially in the case of Article 9 Section 2c. The board of complaint shall explain to the respective company on behalf of the BVDW the revocation and cancellation in writing. In the event of a revocation, the company is obligated to delete the commitment seal on hand with the company in an electronic form (signatory logo) immediately and permanently and to refrain from any further use according to these conditions.

6. Authorization to use the commitment seal (signatory logo) only applies to the signing company. Use of the commitment seal (signatory logo) for a different company (including affiliated companies) is not permitted.

7. The granting of rights is subject to the condition precedent of the full payment of the licensing costs pursuant to Article 2 of these conditions of participation.

8. The company is authorized at the earliest one day after the official press release pursuant to Article 1 Section 5 to disclose the signing to third parties and to use the provided commitment seal.

Article 2 Licensing costs

The costs for licensing are as follows:

1. Licensing is free for member companies of the BVDW.

2. The licensing fee for non-members and special members amounts to a one-time fee of EUR 949.00 net, as part of the certification EUR 749.00 net, for the validity period of the current version of the commitments Code of Conduct programmatic advertising for Advertiser, Agencies, DSPs, SSPs, Sales Houses/Publisher, DMPs, Data Provider and Verification Vendor pursuant to Article 1 Section 3. For every update, the licensing fee has to be paid again

3. Methods of payment

After signing, the BVDW shall issue an invoice for the licensing fee to the non-member and to the special member. The invoice amount is due immediately after receipt of the invoice and has to be wired by bank transfer within the stated payment period to the following account:

BVDW Services GmbH

IBAN DE 18 3008 0000 0229 4163 00

Commerzbank AG

SWIFT-BIC: DRES DE FF 300

Purpose: Selbstverpflichtung Programmatic Advertising

Article 3 Rights of use, reference

1. The BVDW receives the right to use the company data of the signatories for its own reference purposes, e.g. for press communication pursuant to Article 1 Section 3. This also includes the corporate logo submitted with proof of signing.

For this purpose, the company provides to the BVDW its corporate logo in digital form and grants the BVDW a revocable, non-exclusive right of use for all known and unknown types of use. This includes especially, but not exclusively, the right of reproduction, distribution, exhibition, performance, public exhibition and broadcasting as well as online rights.

3. The company shall indemnify the BVDW in case of claims due to alleged or actual infringements and/or infringement of rights of third parties due to the use of the submitted corporate logo, and is obligated to reimburse all potential costs arising for the BVDW due to claims of third parties. Costs subject to reimbursement include in particular costs of an adequate legal defense arising for the BVDW in the defense of claims of third parties. Furthermore, the company is obligated to actively support the BVDW in the defense against claims of third parties that are based on the respective infringement of rights.

2. PART: COMPLAINTS

Article 4 Jurisdiction and entitlement to complain

1. The board of complaint is exclusively responsible for the acceptance of complaints exclusively due to alleged violations against the voluntary commitments Code of Conduct Programmatic Advertising.

2. If the board of complaint is not responsible pursuant to Article 1, it will inform the complainant accordingly, if applicable, it will state the authority responsible for the complaint and will possibly support the complainant in enforcing his matter.

3. Companies of the programmatic advertising ecosystem are entitled to lodge complaints who have signed the BVDW Code of Conduct Programmatic Advertising for Advertiser, Agencies, DSPs, SSPs, Sales Houses/Publisher, DMPs, Data Provider and Verification Vendor or who are the direct contractual partners of the respective signatory. The board of complaint may also initiate a complaint procedure.

Article 5 Form of complaint, data privacy

1. Complaints have to be made in writing and submitted to the branch office. Complaints have to contain at the very

minimum the following information:

- Identity of the complainant
- Identity of the respective company
- Clarification of the complaint statement while stating the respective regulation of the commitments Code of Conduct Programmatic Advertising as well as suitable proof.

2. Complaints that are completely anonymous and for which the complainant cannot be identified by the BVDW and cannot be contacted for further inquiry are not processed. The respective company or the board of complaint are not informed regarding the identity of the complainant without his consent.

3. The collection, storage, processing and transmission of personal information of complaining companies is exclusively carried out for the purpose of processing the complaint.

Article 6 Review by the board of complaint, duty to supply information, confidentiality for companies

1. The signatories committed according to the Code of Conduct Programmatic Advertising have to provide the board of complaint with all information and documentation necessary to assess a complaint.

2. Subject to the provisions of Article 15, the board of complaint ensures that the confidentiality of information labeled as such of companies committed to the commitments Code of Conduct Programmatic Advertising remains protected in view of third parties and, unless mandatory statutory regulations require it, also in view of the complainant.

Article 7 Language of the procedure, communication and costs

1. The language of the procedure is German.

2. Communication with the parties to the procedure is made in writing.

3. The complaint procedure is free of charge. The parties to the procedure and the board of complaint bear the own expenses for the complaint procedure.

3. PART: PROCEDURE

Article 8 Handling of complaints, consensus-based solution, relief and submission to the board of complaint

1. Complaints that do not concern the commitments Code of Conduct Programmatic Advertising (inconclusiveness) are rejected while referring to such. Such complaints may be forwarded, if applicable, to other responsible authorities, if the complainant consents to it. Article 8 Section 2 remains unaffected.

2. If a complaint is obviously unfounded, the complainant is informed regarding the rejection. The company against which a complaint is lodged may be informed of such. A complaint is obviously unfounded if the documents (proof) submitted with the complaint do not allow for a conclusion to be drawn regarding the alleged complaint in the first place.

3. If the complaint is not obviously unfounded, the complaint is forwarded to the respective company, and the company is instructed to respond or provide relief within an appropriate deadline of two weeks at the most. Such a deadline may

be extended one time upon the well-founded request of the parties to the procedure.

4. Should the respective company provide verifiable relief within the set deadline, the complaint procedure is completed. The complainant is informed about this. In particularly severe cases or in the case of recurrence, the board of complaint, despite completion, may come to a decision and impose the sanctions determined pursuant to Article 12.

5. Should the respective company not provide relief, however, respond to the alleged complaint within the deadline, the complaint is submitted for decision while including all documents (proof, response, etc.) to the board of complaint.

6. If the respective company denies the alleged violation against the commitment from the start, if it does not provide relief or if it does not respond within the set deadline, the board of complaint, should it see the complaint as not obviously unfounded, may grant another deadline or impose the sanctions determined pursuant to Article 12 without the further execution of the complaint procedure.

Article 9 Decision by the board of complaint

1. Decisions are exclusively made by the board of complaint. If not otherwise regulated, the provisions regarding decision-making apply pursuant to Article 12.

2. Decisions have to be made in writing. The decision has to be accompanied by the essential grounds for the decision.

Article 10 Rejection of the complaint

1. If the board of complaint rejects the complaint as inadmissible or unfounded, the parties to the procedure are informed regarding the decision pursuant to Article 7 Section 2.

2. A complaint is especially unfounded if the proof submitted by the complainant is not sufficient to substantiate the alleged violation, or if the respective company is able to deny such violation in its response in a substantiated fashion (proof by the opposing party). If no clarification is reached during the review of evidence, this is to the detriment of the complainant.

Article 11 Identification of the violation

1. If the board of complaint identifies a violation against the commitments of the Code of Conduct Programmatic Advertising, the parties to the procedure are informed regarding the decision pursuant to Article 7 Section 2. The notification has to list the agreed upon sanctions. Prior to imposing sanctions, together with the notification regarding the decision, the concerned company is granted a final deadline of no more than one week to provide relief. The board of complaint may make additional suggestions regarding relief.

2. If the concerned company provides relief within the last deadline pursuant to Section 1, the complaint procedure is completed and the complainant is informed accordingly. Article 8 Section 4 Subsection 2 applies accordingly.

3. After the unsuccessful expiration of the deadline pursuant to Section 1 Subsection 3, the required measures for the immediate execution of the agreed upon sanctions are initiated.

Article 12 Sanctions

1. Reprimand

Concerned companies that verifiably violate the respective Code of Conduct Programmatic Advertising are given a reprimand by the board of complaint together with the decision pursuant to Article 11 Section 1. The reprimand contains the information that the permission to carry the commitment seal (signatory logo) is at risk.

2. Depending on the gravity of the violation, the following sanctions may be imposed in addition:

a) Reprimand is made public

The public is informed of complaint decision in a suitable form ("public reprimand"). The public reprimand may be executed in parts or in total including publishing the decision of the board of complaint while stating the facts.

b) Suspension

If the respective company does not stop the violation after having been given a reprimand within the granted last deadline, the company is barred for at least six months or for as long as it takes for the board of complaint to make a different decision. During this period, the respective company is not permitted to use the commitment seal (signatory logo) and carry out any and all commercial statements in this context. For this period, potential rights to vote in the board of complaint also cease to exist.

c) Exclusion

If the concerned company has not provided relief after expiration of the period it was barred (six months), it is permanently stripped of the right to use the commitment seal (signatory logo). The same applies if this company continues to use the commitment seal also during the time the company is barred and despite prohibition pursuant to item B or if this company continues to advertise using the commitment. In the case of an exclusion, the provided commitment seal is to be deleted from all data carriers and references to such a seal are to be removed from all communication. If the concerned company is a member of the board of complaint, it is excluded from any further participation in this body.

3. In particularly severe cases, such as deliberate violation, suspension and exclusion may be carried out without a prior reprimand by the board of complaint in cooperation with the management of the BVDW. In order to enforce a suspension or exclusion without a prior reprimand, a unanimous decision without the participation of the respective company is required. The decision is based on the prior evaluation of the violation by the board of complaint.

4. The sanctions may also be imposed independent of the severity of the violation and the reaction of the company in a cumulative or sliding fashion.

4. PART: BOARD OF COMPLAINT

Article 13 Duties of the board of complaint

The duties of the board of complaint are as follows:

1. The control and compliance with the commitments are to be ensured by maintaining a complaint body and imposing sanctions.

2. The evaluation and further development of the Code of Conduct Programmatic Advertising, the code of procedure as well as additional documents supporting compliance with the commitment are to be carried out on a continuous basis.

3. A point of contact has to be provided for involved parties for complaints concerning the violation of commitments Code of Conduct Programmatic Advertising.

Article 14 Members and spokespersons

1. The board of complaint is comprised of the delegates elected by the focus group programmatic advertising. It may consider members as well as non-members and consists in equal parts of all market participants, namely the following: Advertiser, Agencies, DSPs, SSPs, Sales Houses/Publisher, DMPs, Data Provider and Verification Vendor. If necessary, additional delegates may be elected while complying with the above-stated distribution.

2. Every delegate has one vote.

3. If a procedure is instituted against a company of the board of complaint or a direct competitor, the right to vote of this delegate is suspended for the duration of the procedure. The respective delegates are to be excluded from any deliberations and any decision-making.

4. The delegates of the board of complaint shall appoint one of delegates as spokesperson for a term of two years. The spokesperson shall remain in office even after expiration of his/her term until new elections are carried out. The assignment as spokesperson ends prematurely by way of resignation, dismissal of the delegating company or by decision-making of the board of complaint. New elections are only carried out for the remaining term of the outgoing spokesperson. Besides chairing the meeting, the duties of the spokesperson also include the representation of the commitments Code of Conduct Programmatic Advertising in public.

5. The delegates are independent and not bound by instructions in their decision-making. For their work, they have to use the statutory regulations and self-disciplinary guidelines of the board of complaint as the basis and comply with such.

6. The elected delegates are volunteers.

Article 15 Decision-making

1. The spokesperson calls a meeting regarding the procedural decision of the board of complaint, giving a reasonable deadline. In principle, the deadline is to be 14 days.

2. The decision-making of the board of complaint is effected with a majority of two-thirds of the votes of its delegates. Vote abstentions are not counted. In the event of a tie, a decision is deemed not made.

3. Besides decision-making during a meeting, the board of complaint may also make decisions by way of phone or in writing, or include absent members by way of these communication means or in another suitable fashion. A transfer of the right to vote is possible for the respective called meeting. In such a case, a single delegate must not have more than two additional votes. The spokesperson and the management has to be informed of the power to transfer a vote in writing prior to the start of the meeting.

Article 16 Management

The management of the BVDW is entrusted with the execution of current business transactions regarding the commitments Code of Conduct Programmatic Advertising, specifically the organization of the complaint procedure and work in committees and in view of public relations, unless these conditions of participation are not regulated in a deviating fashion with the code of procedure. The management may delegate this task within the BVDW in accordance with its authority.