

THE IASH CODE OF CONDUCT v11.1

Revision date: Jan 2011

CONTENTS

The IASH Code comprises:

- 1 The Principles of the IASH Code
- 2 Schedule A - Mandatory IASH Terms and Conditions
Contains the wording that must be contained in IASH Members' Publisher Agreements in order that the Site(s) in question may qualify as IASH Inventory.
- 3 Schedule B - Site Vetting Form
The Site Vetting Form is an Excel document which is available from ABC. A screenshot is shown for information. Alternative methods of providing the same information are acceptable in accordance with Article 5.2 of the Code.
- 4 Schedule C – *Barred Content*
- 5 Schedule D – *IASH Inventory Categories*
- 6 Appendix A – Diagrams of Impermissible Chain-Buying
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The Principles of the IASH Code

1. *Inventory totally forbidden by the Code*

Under no circumstances may an IASH Member, even if requested to do so by an Advertiser, use or facilitate the use of any Inventory which contains Barred Content (see Schedule C).

2. *Inventory that requires Permissions or Warranties*

2.1 An IASH Member must not use or facilitate the use of Warrantied Vetted or Warrantied Non-Vetted Inventory unless the IASH Member contracts directly, or via another IASH Member who itself contracts directly, for that Inventory. The effect of this Rule shall be that chain buying “more than one link deep outside IASH” is forbidden (see diagram: Appendix A).

Furthermore, inventory can ONLY be passed to a Non-Member for fulfilment when the Warrantied Vetted or Warrantied Non-Vetted permission has been granted by the Advertiser on the original Insertion Order.

2.2 Unless a documented Permission to do otherwise is obtained from the Advertiser, IASH Members will use only the following types of IASH Inventory to fulfil an Insertion Order:

- IASH Standard Inventory as contracted by the IASH Member.

and/or

- IASH Standard Inventory as contracted by another IASH Member.

For the avoidance of doubt, IASH Standard Inventory may be used to fulfil any Insertion Order whatever the Permissions given.

2.3 IASH Members will require Permission, in advance, from the Advertiser for each Insertion Order where the IASH Member uses any type of IASH Inventory other than Standard to fulfil the order.

If the Advertiser gives the IASH Member Permission in advance to use some, but not all, of the IASH Inventory categories, then the IASH Member and/or any other IASH Member involved in the fulfilment must only use the categories of Inventory selected on the original Insertion Order, in addition to Standard Inventory, as per Rule 2.2 above.

2.4 IASH Members will require written Permission in advance from the Advertiser for each Insertion Order where the IASH Member uses Warrantied Vetted or Warrantied Non-Vetted Inventory to fulfil some or all of the order.

If the Advertiser gives the IASH Member Permission, in advance, to use Warrantied Vetted Inventory, the Supplier of this Inventory must provide to the IASH Member, in advance, a documented Warranty (see example: Appendix B) that:

- all Inventory used for fulfilment of this Insertion Order will meet the specifications that the Advertiser has agreed with the IASH Member;
- the Inventory supplied does not contain Barred Content in contravention of Rule 1;
- the Inventory used for fulfilment of Insertion Orders will be from Sites detailed on the site list supplied as part of the Warranty;

- Inventory will not be resold or rebrokered in contravention of Rule 2.1.

For the avoidance of doubt, where this Permission is obtained, IASH Inventory matching the inventory classifications specified on the Insertion Order may also be used for fulfilment.

If the Advertiser gives the IASH Member Permission, in advance, to use Warrantied Non-Vetted Inventory, the Supplier of this Inventory must provide to the IASH Member, in advance, a documented Warranty (see example: Appendix C) that:

- all Inventory used for fulfilment of this Insertion Order will meet the specifications that the Advertiser has agreed with the IASH Member;
- the Inventory supplied does not contain Barred Content in contravention of Rule 1;
- Inventory will not be resold or rebrokered in contravention of Rule 2.1.

In both cases, such Warranties **MUST** be dated prior to the first delivery date, and **MUST** be renewed annually as a minimum.

For the avoidance of doubt:

1. if Warrantied Non-Vetted is specified on the Insertion Order then **NO** other Permissions may be specified. Hence, if any inventory classifications are specified, Warrantied Non-Vetted Inventory **CANNOT** be used.
2. where **only** Warrantied Non-Vetted Permission is obtained, ANY IASH Inventory may be used for fulfilment.

Note: the Warranties provided pursuant to this Rule are **not** likely to be legally-enforceable obligations on the part of the person or entity that gives the Warranty. IASH Members undertake that they will not mislead Advertisers or others as to the enforceability of Warranties.

- 2.5 IASH Members must retain all Insertion Orders, together with related permissions given by Advertisers, and any related Warranties obtained from Suppliers of Warrantied Inventory. In addition, where Inventory is provided by another IASH Member (“Intra-IASH trading”), the original Insertion Order permissions must be clearly stated in an agreement made between the two IASH Members (usually detailed in a standard Insertion Order). These must be made available to auditors upon request.

Each Insertion Order must be signed by a representative of the Advertiser, and must indicate the Permissions agreed to by the Advertiser, based on IASH’s then-current Insertion Order Permissions template or (where that template cannot be used) by incorporating all the applicable Permission classifications in that template (note also clause 8.5 of the IASH Constitution).

- 2.6 Use of Ad Exchanges

For the avoidance of doubt, if any trade of inventory to be delivered by an IASH Member takes place across an Ad Exchange, either between an IASH Member and an Advertiser or between two IASH Members, each IASH Member must fulfil ALL the requirements of the IASH Code for supporting evidence (such as full declaration of trading, Insertion Order permissions, Site credentials, Site classification information and delivery reports) to the auditor.

- 2.7 Use of Inventory for multiple Permissions

If a buyer has ticked any IASH Inventory Category on an Insertion Order, then some or all of the Inventory delivered in respect of that Insertion Order can be delivered on Sites with that particular Permission.

TABLE 1: Explanation of IASH Requirements of Section 2

| Type of Inventory | Explicit Insertion Order Permission required? | Type of Publisher/Supplier Agreement | Vetting of sites required? |
|----------------------------|---|---------------------------------------|----------------------------|
| IASH INVENTORY (STANDARD) | No | Schedule A | Yes |
| IASH INVENTORY (ANY OTHER) | Yes | Schedule A | Yes |
| WARRANTIED VETTED | Yes | Warranty – Appendix B (or Schedule A) | Yes |
| WARRANTIED NON-VETTED | Yes | Warranty – Appendix C (or Schedule A) | No |

3. *Terms used in this Code*

3.1 “Advertiser” means a business, or an advertising (or other) agency acting on its behalf, that places or wishes to place Advertising.

3.2 “Ad Exchange” means an online auction-based technology platform that facilitates the automated buying and selling of online advertising. It allows users to develop direct trading relationships with each other with price determined by supply and demand on the open market exchange demand and supply.

Ad Exchanges **do**

- act as a trading platform providing opportunities for buyers and sellers to conduct trades;
- levy a fee from participants (buyers or sellers) for trades completed via the platform;
- remain agnostic of the ad-server and can be used in connection with all the major ad server offerings;
- have a global nature;
- trade impression by impression;
- allow buyers and sellers to manage their own trading relationships without exchange owner involvement

Ad Exchanges **do not**

- participate in the buying and selling process;
- manage the relationships between the other entities on the exchange;
- raise invoices on behalf of any participant in a trade.

3.3 “Advertising” means any ad creative served via HTTP.

3.4 “Barred Content” means the categories of content or Inventory specified in Schedule C.

3.5 “Centrally held Site Vetting Information” is a database of Site Vetting information classifying Sites (or parts of Sites) that is held by IASH and referenced to ensure consistency between all Site Vetting.

- 3.6 “IASH Inventory” means Inventory whose Site Publisher has entered into the Mandatory IASH Terms and Conditions (Schedule A), and that
- Does not include any content of a type specified in Schedule C; and
 - Only includes content of a type specified in Schedule D if the Advertiser has provided a Permission to that effect.
- 3.7 “IASH Member” means any Sales House accorded membership of IASH under IASH’s Constitution.
- 3.8 “Insertion Order” is a written contractual request from an Advertiser to the IASH Member to fulfil an agreed amount of Advertising on an agreed Site, group of Sites or network of Sites.
- 3.9 “Intra-IASH trade” is any trade between two IASH Members.
- 3.10 “Inventory” means internet advertising space.
- 3.11 “Permission” means a consent given by an Advertiser in an Insertion Order to the use of certain categories of Inventory for its Advertising.
- 3.12 “Publisher” means the proprietor of a Site.
- 3.13 “Publisher Agreement” means a written agreement with a Publisher pertaining to Advertising that is to appear on the relevant Site.
- 3.14 “Sales House” means any business involved in the trading of Advertising.
- 3.15 “Site” means a website, or part of a website, or application or other interactive property where any Advertising appears or is to appear.
- 3.16 “Site Vetting” means the process by which a Site is examined for its classification (or otherwise) as IASH Inventory.
- 3.17 “Supplier” means any agent of a Publisher that has the right to use the Publisher’s Site(s) to fulfil Inventory.
- 3.18 “Supply Side Platform”, (“SSP”) means any business that acts for a Media Owner to help maximize revenue from the sale of their Site’s Advertising inventory.
- 3.19 “Trading Platform” means an online ad network that facilitates the buying and selling of online inventory on specific Sites or categories of Site using an auction-based technology platform, with the seller determining the price of the inventory and the advertiser matching (or bettering) the price. The Trading Platform may regulate the types of relationship allowed between parties, in particular restricting the allowed types of seller. Conversely to “Ad Exchanges” (see above), Trading Platforms **do**:
- participate in the buying and selling process;
 - manage the relationships between participants to the trade
 - raise invoices on behalf of any participant in a trade.
- 3.20 “Warranted Vetted” Inventory means Inventory whose Site Publishers have not signed a Publisher Agreement containing the IASH Schedule A Terms and Conditions, but:
- have supplied a Warranty (see example in Appendix B) and
 - in respect of which the IASH Member has obtained a full site list attached to that Warranty and
 - for which the IASH Member has vetted all the Sites on the site list according to the inventory categories listed in Schedule D.
- 3.20.1 “Warranted Non-Vetted” Inventory means Inventory whose Site Publishers have not signed a Publisher Agreement containing the IASH Schedule A Terms and Conditions, but have supplied a Warranty (see example in Appendix C)

- “Warranted Non-Vetted” Inventory does **not** require the Supplier to provide a site list, nor the IASH Member to vet the sites concerned.
- 3.21 Working day” means a day other than Saturday, Sunday and Public Holidays in the UK.

4. IASH Terms and Conditions

- 4.1 For Inventory to qualify as IASH Inventory, there must be a dated Publisher Agreement in force between an IASH Member and the Publisher containing the Mandatory IASH Terms and Conditions (Schedule A).
- 4.2 IASH Members’ Publisher Agreements may vary according to each IASH Member’s individual requirements but IASH Members must ensure that each of the Mandatory IASH Terms and Conditions listed in Schedule A is incorporated to the same effect as is stated in the then-current version of the Code.
- 4.3 IASH Members must retain all Publisher Agreements and make them available to auditors as required. Audit evidence must include both the Publisher’s explicit agreement to, and all of the terms and conditions of, the Publisher Agreement.

5. Site Vetting Procedures

- 5.1 For Inventory to qualify as IASH Inventory or Warranted Vetted inventory, a Site Vetting procedure must be completed:

- when the IASH Member has entered into either:
 - a Publisher Agreement signed by the Site Publisher; or
 - a Warranty signed by the Supplier of the inventory;
- and on-going thereafter while the Inventory is being used with the vetting being renewed at least once per annum.

Members must check whether any Centrally held Site Vetting information exists for any Sites (or parts of Sites) that they wish to use as IASH Inventory or Warranted Vetted Inventory. If such information exists, Members must use it.

Should this information NOT exist, the Member must vet the Site (or part of Site) and submit their classification to the Centrally held Site Vetting information. All vetting must meet the requirements of 5.2 below. The vet must only be used by the Member once accepted into the Centrally held Site Vetting information.

Should the Member disagree with the classification provided, they may formally submit an alternate classification and request a review by the SVC Committee. The decision of the SVC Committee will be final and must be adopted immediately or as soon as practicable in the circumstances by the Member once agreed.

If the Centrally held Site Vetting information for a Site (or part of Site) is changed, the revised classification must be supplied to all IASH Members using that Site (or part of Site), who must adopt use of the new classification immediately or as soon as practicable in the circumstances.

- 5.2 The Site Vetting procedure must meet the minimum Site Vetting Checklist (SVC) requirements stated below:

- a thorough visual check of the Site’s content;
- an internet search for adverse comment about the Site;
- the allocation of the Site, or parts of the site, into one or more of the applicable classes of Inventory according to the definitions in Schedule C and Schedule D.

- the automatic rejection of any Inventory classed as "Barred Content";
- the date when the site was vetted;
- the date when a senior member of the IASH Member company authorised acceptance of the Site Vetting verdict.

Evidence of Site Vetting and hence of adherence to this process must be available upon request, and can be provided in either electronic or paper format. An example of appropriate evidence would be a correctly completed Excel SVC spreadsheet as shown in Schedule B.

- 5.3 If the Site Vetting procedure causes any Inventory, whether previously vetted or not, to be classed as Barred Content, then use of this Inventory must cease immediately, or as soon as is reasonable in the circumstances.
- 5.4 IASH Members must ensure that all completed Site Vetting Checklists or equivalent Site Vetting information is retained and available to auditors as required.
- 5.5 Where the inventory used is an application (rather than a website) which has no editorial context (e.g. an instant messaging client), then vetting of that inventory is **not** required. Similarly, peer-to-peer networks, adware, toolbars and desktop applications do **not** require Site Vetting. However, in such cases the IO permission of "Application Downloads" must be secured.

On the other hand, where any inventory used *has* an editorial context (e.g. a website, an email newsletter, a mobile site, a media player embedded in a website) then this inventory must be vetted. In such cases the IO permission(s) appropriate to the inventory must be secured.

SCHEDULE A

Mandatory IASH Terms and Conditions

1. The Publisher either owns or reasonably believes that it is entitled to use the content displayed on the Site(s);
2. The Publisher does not knowingly include in the Site(s) any “virus” or other destructive programming or device that could impair or injure any data, computer system or software;
3. The content of the Site(s) does not to the Publisher’s knowledge violate any applicable laws or regulations, including without limitation those relating to advertising, gambling, competitions and consumer protection;
4. The content of the Site(s) does not to the Publisher’s knowledge violate the rights of any person or entity, including without limitation any intellectual property or other proprietary right, any right of privacy, or by being defamatory;
5. The Publisher does not knowingly promote or facilitate on the Site(s) any activities that are illegal under applicable law or that infringe the rights of any person or entity, including without limitation the pirating of copyright works, or hacking or other unauthorised access to or modification of devices.
6. The Publisher shall operate a “notice and takedown” policy that complies with applicable law (currently, for Publishers situated in the UK, the Electronic Commerce (EC Directive) Regulations 2002) in respect of unlawful activity or information on the Site of which the Publisher gains knowledge or awareness.
7. The Publisher shall use all reasonable endeavours to ensure that Advertising on the Site(s) does **not** appear on any “Barred Content” as specified in Schedule C of the IASH Code of Conduct (www.iash.org.uk) and, on notice, will use best endeavours to take down advertising, as soon as reasonably practicable, that is appearing on Barred Content.
8. The Publisher shall use all reasonable endeavours to ensure that Inventory booked on the Site(s) is not re-sold or re-brokered.

*Note that signature of Schedule A by proposed Suppliers of Warrantied Inventory meets the requirements for Warranties set by the IASH Code. However, signature **is not** mandatory for these Suppliers, who can use alternate forms of words such as are suggested in Appendix B & C.*

SCHEDULE B

Site Vetting Form

The ABC Site Vetting Checklist is shown for information. Equivalent vetting information may be provided in different formats.

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|----|----------------|-------------------------|---------------|------------|----------|-------|-----------|--------|------|------------|----------|-----------|--------|--------|
| 1 | IASHMemberName | SVCSiteName | SVCScope | SVCDate | Standard | Adult | Downloads | Incent | ModF | NonEnglish | Personal | Political | UnmodF | Barred |
| 2 | MemberName | Site1.com | Whole Site | 14/02/2011 | y | n | n | n | n | n | n | n | n | n |
| 3 | MemberName | Site2.com | Whole Site | 15/02/2011 | n | n | n | n | n | y | n | n | n | n |
| 4 | MemberName | SiteTrois.com | Whole Site | 03/03/2011 | n | n | n | n | n | n | y | n | n | n |
| 5 | MemberName | SiteFour.com | Whole Site | 15/03/2011 | n | n | y | n | n | n | n | n | n | n |
| 6 | MemberName | NumberFive.co.uk | Except forums | 15/03/2011 | y | n | n | n | n | n | n | n | n | n |
| 7 | MemberName | NumberFive.co.uk/forums | Forums only | 15/03/2011 | n | n | n | n | y | n | n | n | n | n |
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SCHEDULE C

Barred Content

IASH Members will not knowingly place Advertising on Barred Content – in other words, any of the types of Inventory defined below - in any circumstances.

1. Hate Content, Obscenity and Indecency

Content articulating views intended or reasonably likely to cause or incite hatred of any race, religion, creed, class or ethnic group.

Content articulating views calculated to cause offence to or incite hatred of any individual or group.

Content explicitly glorifying or delivering for the purposes of entertainment, scenes or descriptions of non-consensual pain, suffering, death, torture or ill-treatment of humans or animals.

Content that is obscene or indecent under prevailing legislation.

Video content that may not be distributed under prevailing legislation, including without limitation because it requires (but lacks) a video classification certificate or because of the restricted nature of the classification it has been given.

2. Bombs/guns/ammunition

Content offering genuine or replica guns, bombs, ammunition or other offensive weapons for sale.

Content glorifying the use of or offering technical information on the illegal use of guns, bombs, ammunition or other offensive weapons.

3. Invalid Clicks

Invalid clicks are clicks generated automatically or wrongfully.

Examples of invalid clicks include repeated manual clicking or the use of robots, automated clicking tools, or other deceptive software. Invalid clicks are sometimes intended to artificially or maliciously drive up an Advertiser's clicks or a Publisher's earnings.

4. Spyware

Any software covertly installed on a user's machine (as distinct from the legitimate addition of a cookie to the appropriate location within the user's browser software).

Typically, Spyware is:

- installed without the user's informed consent;
- cannot be easily uninstalled or disabled; and
- covertly transmits information about the user's activities to a remote host, often used to facilitate delivery of advertising messages, often with a high frequency

A sub-set of Spyware is malware (malicious code). A defining characteristic of malware is that it is intended to cause harm or be used for criminal purposes. Examples of malware include keystroke loggers, password sniffers, spam launchers, remote access tools (RATs) or screen capture utilities. Malware may deliver viruses, worms or Trojans.

5. Unauthorised code requests

(anywhere that the code requesting the ad isn't owned by the publisher)

Any ad code requests from sites to whom the Sales House has not intended to assign the campaign, typically generated through unauthorised duplication of a Publisher's site HTML code.

6. Legality Generally

Any other content that infringes applicable laws or regulations, or the rights of any person or entity.

SCHEDULE D

Inventory Categories

Inventory which must have been agreed to by means of a Permission in advance by the Advertiser if it is to be used by an IASH Member for the placement of Advertising.

A Site may fall into more than one category. All categories are, however, intended to be entirely self-contained and avoid all duplication. Insertion Order Permissions for Sites vetted as belonging to more than one category need to match **ALL** categories of the site.

In case of doubt as to what should and should not be vetted, refer to section 5 above.

Adult

Sites or parts of sites containing sexually explicit content, including but not limited to photographs, videos and text, that it is legal to include in the relevant Site, and which is not obscene or indecent, under prevailing legislation,.

Application Downloads

Sites or parts of sites allowing users to download or exchange software or content (including but not limited to music files, games, movies and software applications) or software applications on which advertising may be placed in a context that is not directly associated with a site. Such software may include messenger clients, adware, desktop applications, widgets, peer-to-peer networks, file sharing programs or toolbars.

Incentivised Clicks

Sites or parts of sites containing hyperlinks to be clicked on by live users who subsequently receive some reward or incentive for making the click, for example, additional loyalty points added to an account redeemable for goods or services on achievement of certain targets. This type of Inventory may or may not operate a timeout on repeat clicks on the same link from the user within a given time span.

Moderated Forums

Online forums, comments areas, discussion groups and newsgroups where people exchange ideas about a common interest, subject to editorial control or moderation by a Site Publisher. May be part of a larger Site or a Site specifically comprising a moderated forum. Moderation may occur either before or after the user's article is posted.

Unmoderated Forums

Online forums, comments areas, discussion groups and newsgroups not subject to any editorial control or moderation by or on behalf of the Site Publisher. May be part of a larger Site or a Site specifically comprising a moderated forum.

Personal Content

Independent publication by site users of personal thoughts, photographs and web links. This includes but is not limited to blogs, homepages, profiles and other user generated content on social networking sites.

Non-English Languages

Sites or parts of sites where a significant proportion of the text appears in a language other than English.

Political Content

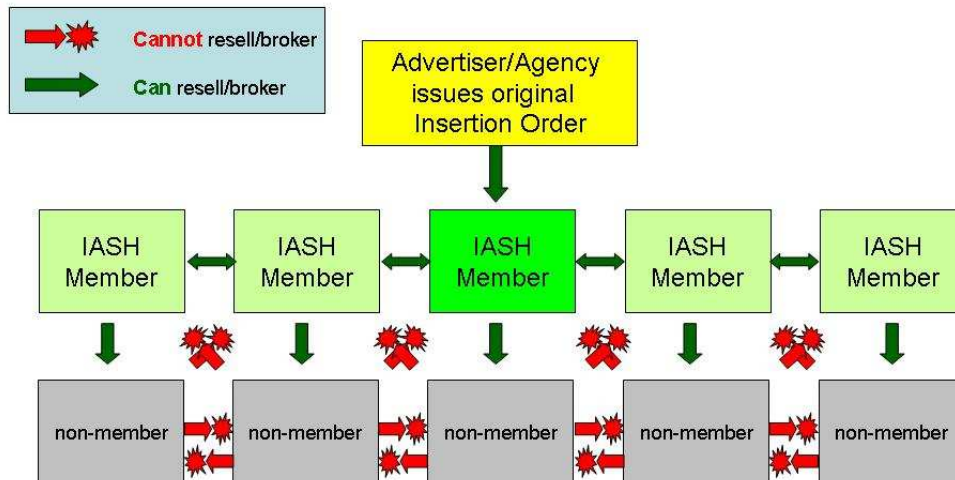
A Site or part of a site whose editorial content is predominantly aimed at furthering the cause of any political party, organized campaign or informal pressure group.

Standard Content

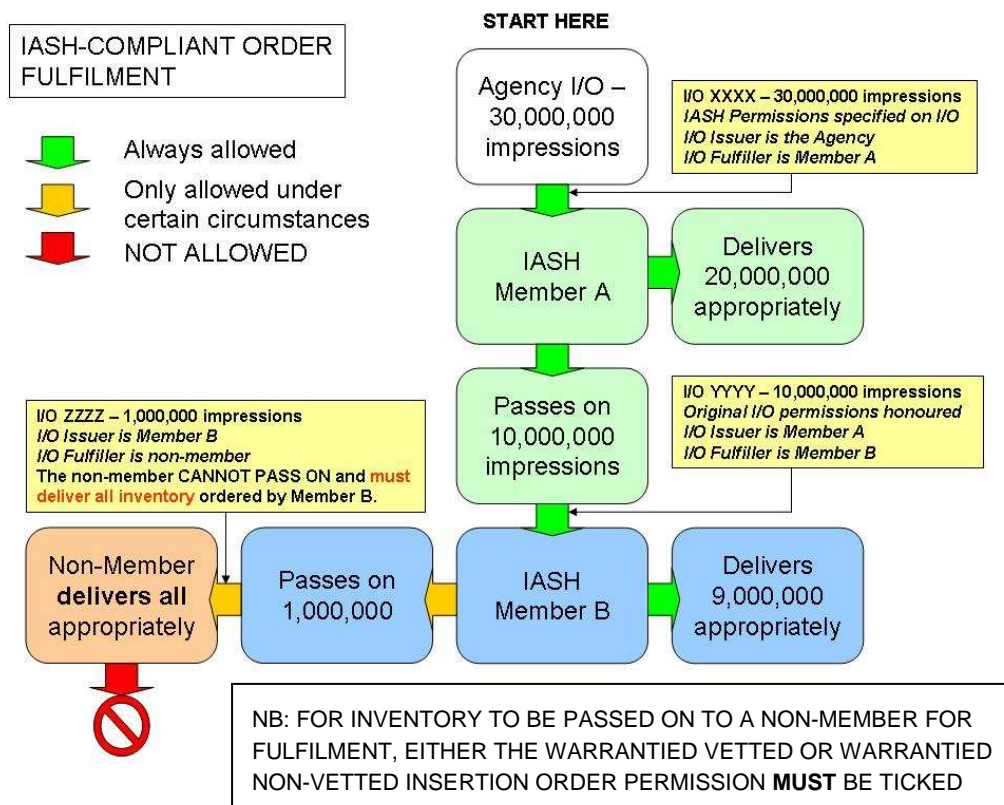
A Site or part of a site which does not contain content matching any of the other IASH Inventory categories (or Barred Content).

Appendix A

IASH Code – Scope for reselling
Key principle is “Only One Link Deep Outside IASH”



The above can also be summarized in linear form as follows:



Appendix B

EXAMPLE

Warranty from Suppliers of **Warrantied Vetted** Inventory.

The Supplier <Supplier Name> warrants to <Sales House Name> that:

1. It will use all reasonable endeavours to ensure that Advertising will not appear on any "Barred Content" as specified in Schedule C of the IASH Code of Conduct (www.iash.org.uk) and, on notice, <Supplier Name> will use best endeavours to take down advertising, as soon as reasonably practicable, that is appearing on Barred Content.
2. It will use all reasonable endeavours to ensure that it will **not** resell or rebroker inventory from another Supplier to fulfil any insertion order. In other words, <Supplier Name> will use only the sites listed in 3 below to fulfil the orders placed with it by <Sales House Name>.
3. The full site list for this inventory as at <Date> is as follows:
<State the homepage URL of every site included>

Signed for and on behalf of the Supplier named above

Name:

Job title:

Date:

Appendix C

EXAMPLE

Warranty from Suppliers of **Warrantied Non-Vetted** Inventory.

The Supplier <Supplier Name> warrants to <Sales House Name> that:

1. It will use all reasonable endeavours to ensure that Advertising will not appear on any "Barred Content" as specified in Schedule C of the IASH Code of Conduct (www.iash.org.uk) and, on notice, <Supplier Name> will use best endeavours to take down advertising, as soon as reasonably practicable, that is appearing on Barred Content.
2. It will use all reasonable endeavours to ensure that it will **not** resell or rebroker inventory from another Supplier to fulfil any insertion order.

Signed for and on behalf of the Supplier named above

Name:

Job title:

Date: