

## **PREAMBLE TO PUBLISHER CODE OF CONDUCT**

**Update: 12 August 2004**

In December 2002, Commission Junction and Performics (“Service Providers”) released a *Publisher Code of Conduct* to guide practices and adherence to ethical standards for online advertising. The original preamble to the *Code of Conduct* acknowledged the evolving landscape of online advertising and created a base from which future guidance could be developed and published. Over the last eighteen months, technology and techniques employed by affiliate publishers have been continuously evolving. It is important to recognize that while some of these technology solutions offer value to advertisers (“Advertisers”) and to the end-users (“End-Users”) of such technology solutions, other technology applications add little to no value to Advertisers or End-Users and in fact sometimes exploit the legitimate advertising activities of affiliate and Web publishers (“Publishers”).

As such, we find it necessary and important to update the *Code of Conduct* to reflect current industry practices and to clarify and advocate what we enforce through our respective affiliate network agreement terms and promote through guidelines and education.

The fundamental philosophy behind the revised *Code of Conduct* is that any publisher distributing and benefiting from technology driven solutions (“Technology Provider”) must provide **recognizable value to the End-User and the Advertiser**. Technology that is installed invisibly and/or functions without clear and visible benefit to and consent from the end-user is prohibited. It is our goal to eliminate the exploitation of advertisers and other publishers while allowing Publishers to create innovative solutions for the benefit of their customers and advertiser clients.

The updated *Code of Conduct* is set forth below and includes new guidelines addressing the use of legitimate and visible methods for the use of technology solutions in affiliate marketing. The publishers of the *Code of Conduct* intend to enforce compliance with these guidelines and work to eliminate the inappropriate use of third-party technology applications in their respective businesses.

As we have previously stated, in addition to adherence to the *Code of Conduct*, all Publishers are expected to perform their advertising and referral services with honesty and integrity in any situation not specifically covered by the *Code of Conduct*. Our industry and the relationship between Advertisers, Publishers and Service Providers have been and we hope will continue to be based on mutual trust and fair dealings between all parties. This is a unique attribute of our industry and one that we all strive to foster.

Other interested industry parties are encouraged to adopt or endorse the *Code of Conduct*.

**Original Preamble**

We, the undersigned Service Providers, believe that fair business practices produce optimum results for online consumers and all parties participating in online pay-for-performance advertising and affiliate marketing programs. In particular, fair business practices are important to the continued vitality of online advertising and the continued availability of advertiser-supported content. These practices include compliance with contractual obligations and all applicable laws and regulations, as well as adherence to high ethical standards as responsible members of the online advertising community. To this end, we have jointly drafted the following Code of Conduct (the "Code") to provide guidance to each of our advertiser customers ("Advertisers"), Web publisher customers ("Publishers") and software download technology providers ("Technology Providers") regarding the use of certain downloadable shopping software applications.

The Service Providers involved in drafting this Code recognize that consistent enforcement of the Code is critical to its adoption and acceptance as an industry standard, and to the ultimate accomplishment of the Service Providers' goals of maximizing efficiency and vitality in the online advertising business segment. Each Service Provider has committed to enforcing the Code through means consistent with its own business operations and practices, and to communicating and cooperating with its customers regarding enforcement and interpretation of the Code. Furthermore, the Service Providers recognize that notwithstanding a Service Provider's application of the Code, each Advertiser retains the right to choose whether or not to work with a Publisher even if they are in compliance with the Code.

Notwithstanding their commitment to enforcement, the Service Providers recognize that Publishers and Technology Providers must be given sufficient time in order to modify their business practices to comply with the Code. Accordingly, enforcement of the Code will begin immediately, however, companies that are found to be non-compliant may be given up to sixty (60) days to bring their activities into compliance. Grace periods for compliance with this Code do not supercede any pre-existing contractual obligations of Publisher.

While the Code of Conduct is intended to address many, if not all, of the major concerns raised by all interested parties, the practical aspects of drafting such a document make it impractical to cover all issues that may arise. As such, in addition to adherence to the Code of Conduct, all Publishers and Technology Providers are expected to perform their advertising and referral services with honesty and integrity in any situation not specifically covered by the Code.

Other interested industry parties are encouraged to adopt or endorse this Code.

Commission Junction, Inc., A ValueClick company  
Jeffrey A. Pullen, General Manager

Performics Inc.  
James Crouthamel, President & CEO

## **PUBLISHER CODE OF CONDUCT – REVISED AND RESTATED**

When using the Service Provider's technology to obtain credit for publisher or affiliate referrals, the following actions, practices and conduct, whether active or passive, direct or indirect, are prohibited:

- **Interference with referrals.** No Web Publisher or software download Technology Provider may interfere with or seek to influence improperly the referral of a potential customer or visitor ("End-User") to the Web site of an online Advertiser. No Publisher or Technology Provider will automatically replace or alter any component of a Service Provider's technology that results in a reduction of any compensation earned by another Publisher. For example, a Publisher or Technology Provider may not use methods or technology to automatically replace a Service Provider's tracking identifier of another Publisher with its own Service Provider's tracking identifier or otherwise intercept or redirect an End-User from being referred through another Publisher's Link.

Publisher may notify an End-User once that End-User has arrived at the Advertiser's Web site of an opportunity to utilize technology employed by that Publisher and obtain the End-User's consent via affirmative action upon each occurrence to proceed with the operation of such technology. Implementation of software application functionality requires that the notification be easily understood by the average End-User, that any settings for automatic notification must be explicitly opt-in, and that it is not objectionable to the Advertiser.

- **Non End-User Initiated Events.** Publishers may not use invisible methods to generate non End-User initiated impressions, clicks, or transactions. All click ("Click") events must be initiated by an affirmative End-User action.
- **Altering another Publisher's site.** Publishers may not utilize Service Provider's technology in any manner that alters, changes, substitutes or modifies the content of another Publisher's Web pages.
- **Software installation and de-installation.** Publishers may not utilize Service Provider's technology with other Software, whereby the installation and de-installation is not obvious, easy or complete. Licensing and terms of all software downloads and applications of any type must be clearly presented to and accepted by the End-User. Software that utilizes Service Provider's technology must be clearly marked in such a manner that the End-User can identify the Publisher's Software with an associated behavior that occurs on the End-User's computer, and receive visible notification of such behavior.

### **Definitions:**

**Advertiser** – the company in an active relationship with a Service Provider for the purpose of displaying advertisements with Publishers to market their products and/or services

**Publisher** – the company in an active relationship with a Service Provider with which Advertiser's advertisements are displayed to End-Users

**End-User** – individuals (consumers) who respond to advertisements from Advertisers that are displayed by Publishers

**Service Provider** – a company that provides services and technologies to both Advertisers and Publishers

**Technology Provider** – the company that provides Software used to display Advertiser's advertisements to End-Users.

**Click** – the initiation of an End-User referral action from a Publisher to an Advertiser's site, tracked through the Technology Provider's services.

**Publisher Link** – a link to an Advertiser where an active affiliate relationship exists with one of the undersigned affiliate service providers and that:

Links to any of the following domains:

[bfast.com](http://bfast.com)

[cc-dt.com](http://cc-dt.com)

[qksrv.net](http://qksrv.net)

[commission-junction.com](http://commission-junction.com)

(Note: these domains are subject to change based on technology change. Publishers who are filtering these domains will be notified of changes.)

-or-

Contains a parameter named 'afsrc' set to any value.

e.g. <http://www.mysite.com/redirect?offerid=12345&afsrc=1>

This 'afsrc' parameter option is provided to address the case where affiliates modify or mask the links provided to them from the affiliate service providers and it becomes impossible to determine that they are affiliate links based on their appearance.

2. A Publisher Web Page is a page that contains a Publisher Link and is part of a website where an Advertiser and the Publisher have an active affiliate relationship.

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