

PARTNER EMAIL GUIDELINES

The guidelines listed below are required pursuant to the Agreement entered into between Criteo and the Partner. Any breach of these guidelines – except the last section related to the Best practices - by the Partner may result in termination of the Agreement at the exclusive fault of the Partner.

The term « Partners » may include:

- Advertisers: When the word “advertiser” is used herein without initial capitalization, it refers to the entity whose products or services are advertised or promoted in the email, regardless of whether that entity is Criteo’s partner. When the word “Advertiser” is initial capitalized, it refers to Criteo’s advertising client.
- Publishers and their sending affiliates.

GENERAL GUIDELINES

The Partner guarantees to respect all applicable laws and regulations, notably the CAN-SPAM Act and the Federal Trade Commission Act.

1. Children

The Partner shall not create cookie segments targeting children under 13 years old. The Partner shall not send commercial email targeting children under 13 years old.

2. Changes in Law

In the event that the applicable laws pertaining to commercial e-mail are added to or changed, Criteo may amend these guidelines.

SPECIFIC GUIDELINES FOR PARTNERS THAT DROP CRITEO COOKIES

1. Use of OBA cookies

The use of advertising cookies and other tracking technologies shall be transparent for all users, who shall be properly informed and provided with a simple way to opt-out of online behavioral advertising (OBA). The use of advertising cookies and other tracking technologies must respect the Direct Marketing Association’s Guidelines, the Digital Advertising Alliance’s (DAA) Guidelines and the Network Advertising Initiative’s (NAI) Guidelines.

Criteo may use processes or other technologies in order to verify the quality of the newsletters used for dropping Criteo cookies sent by its Partners.

2. Categories of campaigns

The Partner shall not drop Criteo cookies on properties or sections of properties that violate the Criteo Advertising Guidance available here: <http://www.criteo.com/advertising-guidelines/>.

3. Third parties

In its provision of services to Criteo, Partner will not work with third parties that could adversely impact Criteo's business or reputation. All such third parties must also abide by the "Partner Email Guidelines".

SPECIFIC GUIDELINES FOR PARTNERS THAT SEND EMAILS

1. Use of accurate and transparent message identification information

The Partner will be transparent and accurate in its commercial email messages and in particular in the fields "From," "To," "Reply-To," and other technical broadcast information. Transparent and accurate includes, but is not limited to the following. 1) Domains must identify the Partner and be identifiably registered to the Partner, no use of privacy services ; 2) Domains must resolve in the Domain Name System (DNS) to the Partner and that resolution must stay active for at least 60 days after the last email is sent ; 3) Partners must use a monitored email address for both the From: and Reply-To: addresses.

Partner must:

- comply with the terms and conditions of the domain name registrar under which the domain names included in the header information were registered;
- only send, relay, or transmit e-mails from computers and over networks that Partner is authorized to use (i.e., may not use third party open relays or open proxies or "zombies" to relay or transmit e-mails);
- not conceal the origin of e-mails (e.g., no "spoofing");
- not register e-mail or user accounts or domain names using a false identity in order to send e-mails;
- not automatically generate multiple e-mail or user accounts from which to send commercial e-mail;
- not falsely represent itself as the registrant of, or successor to, IP addresses in order to send e-mails;
- not use an originating e-mail address, domain name, or IP address that was accessed by means of false or fraudulent pretenses or representations;
- not send any content with code or software or feature that transmits, or enables Partner or any other party to access, information regarding the recipient or the activities or preferences of the recipient or information from the recipient's computer, or that alters the settings or displays on the recipient's computer, including without limitation any spyware or adware;
- not send content with viruses, worms, trojans, time bombs or similar contaminating or destructive features;
- not send content that is deceptive, fraudulent, or misleading, or otherwise non-compliant with the Federal Trade Commission Act or any State consumer protection laws or data regulations.

2. Use of accurate company identification information

The Partner will use accurate and non-deceptive, non-misleading information in the email, including all header information, in order to identify the company or brand that is advertising or promoting products and/or services in the email.

3. Prohibition of false, fraudulent, misleading or deceptive subject lines and clear identification of messages as advertising

The Partner will identify commercial emails as advertising messages in compliance with the CAN-SPAM Act, and will not use fraudulent or deceptive subject lines. Subject lines must not use tricks to get the recipient to open the email. All advertised products and services must comply with local laws.

4. Use of valid postal address

The Partner will include a valid postal address of the advertiser in all the commercial emails sent.

5. Quick and clear opt-out procedures

- Opt-out of email address collection

The Partner will provide the recipient with a user-friendly means to opt out of receiving commercial email messages from the applicable advertiser when the email addresses are collected. The Partner will provide the recipient with a user-friendly means to opt out of the Partner's share of its email address to third parties.

- Opt-out of future commercial messages

The Partner will include in all commercial emails sent a means to opt out and stop all future commercial messages from the particular advertiser.

- Opt-out mechanisms

Opt-out instructions are to be drafted in a way that is easy for an ordinary person to recognize, read, and understand, and be in an easily identifiable format in terms of font size, color, and location.

Opt-out links should be one-click-away from a landing page where the opt-out can be effectuated.

The Partner will not require recipients to log in, pay a fee, or provide any information other than the users' email address and an opt-out request. Additional information may be collected after accepting the opt-out request, but may not be required for processing the opt-out request, and should not seem to be so from the reasonable recipient's perspective.

The Partner guarantees that opt-out requests from users will not be blocked by any means (such as a spam filter) and the proper functioning of all opt-out methods made available to users will be monitored at all times.

6. Respect of opt-out requests

The Partner will offer an opt-out mechanism that is able to process opt-out requests for a minimum period of 90 days after the commercial email message was sent. This includes maintenance of opt-out links and websites, as well as maintaining any List-Unsubscribe addresses or links in the emails.

The opt-out request must be honored within 10 business days and thereafter the email address must not be sold, transferred (except for compliance with the CAN-SPAM Act or if instructed to by the courts) or further used for sending commercial emails.

7. Email Addresses and Proof of consent

Partner may not provide any email address to Criteo, or send or transmit any email message, except to an email address: (i) collected by Partner directly or indirectly from the account holder of the email address, (ii) of a U.S. resident, to the best of Partner's knowledge, (iii) whose account holder has consented to receiving commercial email messages in compliance with the CAN-SPAM Act and other applicable laws, rules and regulations (iv) at a domain name that is not contained on the Federal Communications Commission's list of wireless email addresses located at <https://transition.fcc.gov/cgb/policy/DomainNameDownload.html>, and that is not of a wireless device to the best knowledge of Partner (v) that was not automatically generated at a common domain name – for example, by stringing letters and characters together to create e-mail addresses (such as ajones@isp.com, bjones@isp.com, cjones@isp.com, etc.) and that was not harvested or extracted from third-party websites or online services (such as public newsgroup or chat rooms) using automated "spider" or "robot" programs, (vi) that is not contained on a child protection registry (aka, the "Do Not E-mail List") maintained by any state, pursuant to the child protection registry laws in such states (e.g., Michigan's Children's Protection Registry Act and Utah's Child Protection Registry), or on any other similar child protection do-not-e-mail registry which may be implemented in any other state, and (vii) whose account holder has not opted out of receiving commercial emails.

The Partner must be able to provide proof of the above for each applicable advertiser (such as IP address, time and date, email address, URL, database) within 48 hours if requested by Criteo. Partners are encouraged to have a record of the website (e.g. screenshot of the consent form), if applicable, where the email address was collected including any associated consent wording, privacy policy and opt-in and opt-out choices as presented to the user during signup.

8. Respect of DMA Choices

Should the Partner be a member of the Direct Marketing Association (DMA), the Partner undertakes to respect the DMA choice list.

9. Third parties

The Partner will not work with third parties that are assisting in the provision of services to Criteo and that could adversely impact Criteo. All such third parties must also respect the 'Partner Email Guidelines'.

BEST PRACTICES

The guidelines listed below reflect email ecosystem best practices and the standards that Criteo and its Partners promote and try to comply with.

1. Welcome email

When collecting email addresses, the Partner will send users a Welcome Email summarizing the key information regarding the subscription and the scope of the consent he or she grants to the Partner.

2. Annual subscription Reminder Email

Every year, the Partner could send an email summarizing the key information regarding the user's subscription to all the Partner's user databases.

3. Bounce Handling and data hygiene

Partner will remove undeliverable addresses due to a Hard Bounce. Email Addresses related to bad mailbox, archived mailbox or inexistent domain must be removed after the first attempt of sending.

Partner will remove undeliverable addresses due to a Soft Bounce related to on over quota. Email Addresses related to a full mailbox can be removed after the 3rd attempt.

4. FBL processing

Partner will maintain complaint feedback loop ("FBL") agreements with US companies and organizations that provide FBL options to senders. FBLs should remove addresses belonging to recipients that sent a FBL email within 3 days of receipt of said email. These addresses should be treated as if the recipient unsubscribed.

5. IP address stability

Partners are expected to use a consistent sending IP address. Sending emails across many IPs, commonly known as snowshoeing, is not acceptable. Criteo may monitor partner emails and partner sends for IP address stability.

6. Engagement

Partner should not send emails to any address that has not had any measurable engagement (opening an email or clicking on a link) in the past 12 months.