



**IAB CCPA Compliance Framework for
Publishers & Technology Companies**
Version 1.0

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Executive Summary

Introduction

The California Consumer Privacy Act (CCPA) was enacted to provide California consumers with greater transparency and control over their personal information. In many ways, the CCPA is a first of its kind law in the United States: an omnibus statute that seeks to create broad privacy and data protection rules that apply to all industries doing business in one jurisdiction, California, rather than focusing on a single sector or specific data collection and use practices. The CCPA was created in response to changing public perceptions. Users, rightfully, want to understand and have the option to exercise control over their own data.

Creating a new industry framework to support CCPA compliance amongst publishers (i.e., those that own, control, and/or operate a digital property) and technology companies engaged in programmatic and direct transactions (the “Framework”) requires careful consideration, implementations in a technologically-complex and important ecosystem, and balancing of different perspectives and business models. We believe that the Framework and the accompanying Limited Service Provider Agreement (the “Agreement”) accomplishes this by providing ad tech companies with assurances that participating publishers provide California consumers with explicit notice and the opportunity to opt out of the “sale” of their personal information. Participating publishers will also have assurances that technology companies and vendors use personal information pursuant to limited CCPA permitted “business purposes” when California consumers exercise the right to opt out of the sale of their personal information.

A Multi-Stakeholder, Flexible Approach

IAB has promoted trust and transparency in the digital advertising supply chain for more than two decades. We firmly believe in putting consumers first and creating mechanisms for accountability in the use of consumer data. Therefore, IAB organized a multi-stakeholder effort to create a Framework that could be used by participants across the digital advertising ecosystem.

The Framework and accompanying Agreement are intended to be used by those publishers who sell personal information and those technology companies that they sell it to. It also is intended to create “service provider” relationships between publishers and technology companies so that limitations on the use of data and mechanisms for accountability can be implemented. Additionally, those publishers that do not sell personal information in the delivery of a digital ad can still leverage the Framework and the Agreement due to the service provider relationships that are created and facilitated by them.

The Framework also creates flexibility and optionality for market participants. Participating publishers can choose which of their transactions they want subject to the Agreement. Additionally, those publishers that choose not to participate in the Agreement can still send to downstream technology companies of their choosing the same signals used pursuant to the Agreement, and downstream technology companies

that choose not to participate in the Agreement can still engage in certain transactions with those who sign the Agreement. We believe that compliance and flexibility can go hand-in-hand.

Goals of the Framework

The Framework focuses on three CCPA requirements that most directly apply to publishers and technology companies engaged in digital advertising:

1. First, how publishers must communicate to consumers important information about their rights, including the ability to opt out of the sale of personal information, at the point of data collection.
2. Second, how to communicate to technology companies that a consumer has opted out of the sale of his or her personal information.
3. Third, how technology companies must operate after a consumer has opted out of the sale of his or her personal information.

With these goals in mind, we have established several requirements for the Framework:

- A straightforward, single point-of-contact interface is needed for consumers.
- That clicking “Do Not Sell My Personal Information” changes the consumer’s subsequent experience online in alignment with the requirements of the CCPA.
- A method to signal two things among participating companies: that disclosures required by the CCPA have been made by publishers and whether or not a California consumer clicked the “Do Not Sell My Personal Information” link.

How Does It Work?

The Framework requires participating publishers that choose to sell the personal information of California consumers in the delivery of digital advertising to provide “explicit” notice regarding their rights under the CCPA, to explain in clear terms what will happen to their data, and to notify the downstream technology companies with which the publishers do business that such disclosures were given.

It also requires publishers to include a “Do Not Sell My Personal Information” link on their digital properties. When a user clicks that link, a signal is sent to the technology companies with which the publishers do business via a technical mechanism that is based upon specifications developed by the IAB Tech Lab.

Strict rules, which will be effectuated through the Agreement, shall apply after the consumer clicks the link. Not only will the Agreement require the sale of personal information to cease in such instance, but it will cause downstream technology companies to become service providers of the publisher. Doing so imposes strict limitations on data use by publishers and technology companies to only those specific and limited business purposes that are permitted under the CCPA.

Two significant benefits accrue from the Agreement. First, for participants in the Agreement, it creates a simple and efficient vehicle from which to create service provider relationships in the data supply chain without the need of having to enter into hundreds of separate contracts. Second, and most important, it provides participants with the opportunity to demonstrate accountability by requiring them to submit to audits and/or self-certifications to ensure that when the consumer opts out, limited personal information is being used only for purposes permitted by the CCPA.

This document sets forth the parameters for the IAB CCPA Compliance Framework for Publishers & Technology Companies (the “**Framework**”). Although the authors and IAB have made efforts to ensure the accuracy of the material in this Framework and the accompanying Limited Service Provider Agreement (the “**Agreement**”) as of the date of publication, it should not be treated as a basis for formulating business and legal decisions without individualized legal advice. In legal matters, no publication can take the place of professional advice given with full knowledge of the specific circumstances of each matter and the actual practices of the company. The authors and IAB make no representations or warranties, express or implied, as to the completeness, correctness, or utility of the information contained in this Framework and the accompanying Agreement and assume no liability of any kind whatsoever resulting from the use or reliance upon its contents.

I. Eligibility for Participation

1. Any company that engages in (e.g., submits bid requests/responses) or supports (e.g., measurement and fraud, analytics, and reporting) an RTB or direct transaction in the digital advertising industry is eligible to sign the Agreement (“**Participants**” or “**Signatories**”). Participants, as used herein, include (i) those who own, operate, and/or control “**Publisher Digital Properties**” (e.g., web pages, mobile sites, video digital properties, video players, applications, and retailer pages that in each case a California consumer (a “**Consumer**”) visits); (ii) downstream Participants (e.g., SSPs, DSPs, ad servers, and agencies) that receive personal information about a Consumer that originates from the Publisher Digital Property; (iii) those who own, operate, and/or control “**Advertiser Digital Properties**” (e.g., brand entities that publish a web page); and (iv) downstream Participants (e.g., agencies, SSPs, DSPs, ad servers, and publishers) that receive personal information about a Consumer that originates from the Advertiser Digital Property. Publisher Digital Properties and Advertiser Digital Properties are collectively referred to herein as “**Digital Properties**.” Those Participants that are downstream from the Publisher Digital Property or Advertiser Digital Property are referred to collectively herein as “**Downstream Participants**.” For Signatories that are Digital Properties, they shall have the right, but not the obligation, to bind their affiliates to the Agreement by registering such Affiliates’ Digital Properties on IAB Privacy, LLC’s registration page.
2. A list of Signatories to the Agreement and the Digital Properties registered by Publisher Digital Properties and Advertiser Digital Properties will be made available to all Signatories (“**Signatory Identification List**”).
3. Membership in IAB is not a predicate to participation as a Participant.

II. Scope of Participation

1. The Framework and accompanying Agreement apply only to Covered Opt Out Transactions (as defined below) and, on the limited bases set forth herein, Non-Opt Out Transactions (as defined below). For purposes of this Framework, “**Covered Opt Out Transaction**” means: (i) a programmatic real-time bidding (“**RTB**”) transaction or any activity that supports such transaction; or (ii) a direct transaction, in each case of subsection (i) or (ii): (a) involving or supporting the purchase/sale of ad inventory; (b) subject to Section (IV)(3), involving only Signatories; (c) falling within the jurisdiction of the CCPA; (d) that has been designated by the Digital Property through a signal (the “**LSPA Transaction Signal**”) as falling within the provenance of the Agreement or for which the Opt-Out Signal (as defined below) has been preset to “Opt Out” for all Consumers as set forth herein; and (e) the Consumer has opted out or is deemed to have

opted out as set forth herein. Also, for purposes of this Framework, “**Non-Opt Out Transaction**” means a transaction that would otherwise qualify as a Covered Opt Out Transaction, but the Consumer has not: (i) opted out; or (ii) been deemed to have opted out as set forth herein.

2. Signatories that (i) receive signals from non-Signatories; (ii) receive a “No” Signal to the LSPA Transaction Signal; or (iii) receive no signal at all, can make their own independent decision about whether to proceed with that transaction. If they do proceed, such transaction operates outside of the Framework. Signatories that receive a “Yes” signal for both the LSPA Transaction Signal and the Opt-Out Signal, indicating that the transaction is a Covered Opt Out Transaction, must, if they elect to proceed with the transaction, complete the transaction as a Covered Opt Out Transaction pursuant to the Agreement only with other Signatories and/or, subject to Section (IV)(3), Subproviders (as defined below). For the avoidance of doubt, Non-Opt Out Transactions can be completed between Signatories and non-Signatories
 - a. Examples When the Consumer Does Not Opt Out
 - i. **Publisher Digital Property Not a Signatory & Downstream Participants are Signatories**
 1. Publisher Digital Property A (not a Participant) sends a signal in the bid request that it provided the Consumer explicit notice and the ability to opt out, as well as the signal that the Consumer has not opted out. Publisher Digital Property A will not have made a representation and warranty about the adequacy of those signals – as is required in the Agreement, and Downstream Participants that previously signed the Agreement can choose whether or not to accept the bid request and pass personal information. Should they do so, such transaction occurs outside of the Framework.
 2. Publisher Digital Property A (not a Participant) sends no signal to Downstream Participants about whether it provided the Consumer explicit notice and the ability to opt out. Downstream Participants can choose whether or not to accept the bid request and pass personal information. Should they do so, such transaction occurs outside of the Framework.
 - ii. **Publisher Digital Property and Ad Tech Sell-Side are Signatories & Ad Tech Buy-Side Not a Signatory**
 1. Publisher Digital Property A (a Participant) sends to SSP A (a Participant) a signal that it provided the Consumer explicit notice and the ability to opt out, as well as the signal that the Consumer has not opted out. SSP A chooses to forward the signal and accompanying personal information to multiple DSPs, including DSP A (a Participant) and DSP B (not a Participant). SSP A can rely on Publisher A’s representations and warranties as to the adequacy of the signals, and SSP A may pass the information to DSP A and DSP B because this is an Non-Opt Out Transaction.

- b. Examples When the Consumer Opts Out
 - i. **Publisher Digital Property is a Signatory & Ad Tech Sell-Side Not a Signatory**
 - 1. Publisher Digital Property A (a Participant) sends a signal to SSP A (not a Participant) that the Consumer opted out (an “**Opt-Out Signal**”), but does not send the LSPA Transaction Signal. SSP A sends the bid request to some Downstream Participants. That transaction occurs outside of the Framework.
 - ii. **Publisher Digital Property and Ad Tech Sell-Side are Signatories, but Ad Tech Buy-Side Not a Signatory**
 - 1. Publisher Digital Property A (a Participant) sends a “Yes” LSPA Transaction Signal and a “Yes” Opt-Out Signal to SSP A (a Participant). SSP A sends the bid request to DSP A (not a Participant). Such conduct would violate the Agreement.
 - iii. **Publisher Digital Property is not a Signatory, Ad Tech Sell-Side is a Signatory**
 - 1. Publisher Digital Property A (not a Participant) sends a “Yes” Opt-Out Signal to SSP A (a Participant). If SSP A proceeds with the transaction, it occurs outside of the Framework.
- 3. Advertisers often disclose the personal information of Consumers (collected from their websites, contained in their CRM, etc.) to DSPs, DMPs, agencies, and others for targeting purposes. Some advertisers are choosing not to “sell” (as defined by CCPA) such personal information by entering into service provider agreements where personal information is disclosed pursuant to business purposes. The consequences are that such advertisers: (i) would not be required to put a “Do Not Sell My Personal Information” link on their properties; and (ii) may be limited in the benefits that ad tech companies can provide in reaching their intended audience. The Framework does not interfere with an advertiser’s right to pursue such a path.
- 4. Advertisers that choose to sell the personal information they collect to ad tech companies and publishers can participate in the Framework by providing explicit notice and a “Do Not Sell My Personal Information” link (the “**Link**”) or an icon that may, in the future, be designated by IAB or the California Attorney General (the “**Icon**”), as well as sending corresponding signals to Downstream Participants as set forth herein.
- 5. This Framework is intended, with the limited exceptions set forth herein, to support those industry participants that choose to sell and receive personal information in RTB and direct transactions. Publishers that choose not to participate in the Framework still have the technical ability to send signals that they have or have not provided the Consumer explicit notice or the opportunity to opt out, and Downstream Participants can independently determine whether to proceed with the transaction outside of the Framework.
- 6. Additionally, Digital Properties that choose not to sell the personal information that they collect (and therefore do not include the Link or the Icon) can participate in the Agreement by presetting the signal to opt out for all Consumers who visit the Digital Property. This is particularly important for Digital Properties that do not engage in interest-based advertising.

III. Signals

1. Signal Sent by Digital Property Concerning Covered Opt Out Transactions and Non-Opt Out Transactions
 - a. A Digital Property that is a Participant shall send a Yes/No LSPA Transaction Signal stating whether it is designating that the transaction falls within the Agreement.
2. Signals Sent by Digital Property Pursuant to Section 115(d)
 - a. Under Cal. Civ. Code § 1798.115(d), a third party cannot “onward sell” personal information previously sold to it by the business without the Consumer receiving (a) “explicit notice”; and (b) the opportunity to opt out pursuant to Cal. Civ. Code § 1798.120.
 - b. The Framework will provide for a Yes/No signal to be passed from a Digital Property required to have the Link or the Icon to all Downstream Participants indicating it provided such explicit notice and the opportunity to opt out pursuant to Section 115(d) (the “**115(d) Signal**”).
 - c. A Digital Property must either (A) include the Link or the Icon along with explicit notice; or (B) preset the signal to opt out for all Consumers who visit the Digital Property thereby indicating it does not engage in a sale of personal information. At a minimum, the Digital Property that chooses to have the Link or the Icon shall place such Link or Icon as set forth in the CCPA:
 - i. clearly and conspicuously on both (i) the Digital Property’s home page; and (ii) any other pages where personal information is collected on such Digital Property (Cal. Civ. Code §§ 1798.135(a)(1) and 1798.140(L)); and
 - ii. in its privacy policy (along with an explanation of the opt-out right) (Cal. Civ. Code § 1798.135(a)(2)).Digital Properties have discretion about how to effectuate this obligation. However, since many sites collect data on every page, the Digital Property may wish to place the Link or Icon in the footer of each page.
 - d. Explicit Notice. If the Digital Property elects to comply with Section III(2)(c)(A) instead of Section III(2)(c)(B), the following shall apply:
 - i. The Digital Property shall provide (A) a “California Notice” (or similar language) link near the Link or the Icon, which directs the Consumer to the explicit notice; or (B) explicit notice within “the Internet webpage to which the [C]onsumer is directed” after clicking on the Link or the Icon. Cal. Code Regs. tit. 11, § 999.306(b) (draft). In either case, the Digital Property, at its discretion, can supplement the explicit notice provided with the notice required by Cal. Civ. Code § 1798.100(b).
 - ii. Although the Digital Property has sole discretion to determine the precise language of the explicit notice, the Digital Property shall comply with the CCPA, and the notice must disclose, at a minimum, using plain language developed by the Digital Property: (i) that it collects personal information when the Consumer visits the Digital Property; (ii) that it may sell the personal information to other parties, including in order to deliver ads tailored to the Consumer’s interests; (iii) that the Consumer has the right to opt out of the sale of the Consumer’s personal information by clicking on the Link or the Icon; (iv) the effective scope of the opt out and how to exercise the opt out if applicable; (v) that opting out through the Link or the Icon may not mean the Consumer will stop seeing ads; (vi) that the Consumer may still see interest-based ads, and to learn more about interest-based advertising across sites and additional opt-out choices, the Consumer should go to one or more industry opt-out links (e.g.,

<http://optout.aboutads.info/#/>, <http://optout.networkadvertising.org/#/>, and <http://www.aboutads.info/appchoices>); and (vii) that in the event the Consumer opts out of the sale for purposes of the CCPA, but does not opt out of interest-based advertising more generally, the Consumer may receive ads tailored to his or her interests based upon personal information (a) not sold by the Digital Property; (b) sold to Downstream Participants at least ninety (90) days before the Consumer opted out; or (c) sold by other sources from which the Consumer has not opted out. For the avoidance of doubt, after a Consumer opts out, Digital Properties that do not continue serving tailored ads based on the personal information for which such Consumer did not opt out are not required to make the disclosure described in subsections (vi) and (vii) above.

- e. Opt-Out Signal
 - i. A Digital Property that chooses to provide the Link or the Icon will send a Yes/No Opt-Out Signal to indicate whether the Consumer has opted out, along with (i) an accompanying device/browser-level identifier to effectuate such purpose; and (ii) other metadata sent by the browser as necessarily required to make the ad call. For the avoidance of doubt, this Section III(2)(e)(i) is not intended to limit the data fields that may be sent in connection with any Covered Opt Out Transaction or Non-Opt Out Transaction, provided such submission does not violate this Framework, including, without limitation, any and all data use limitations and restrictions, or the CCPA.

IV. IAB Limited Service Provider Agreement Approach to “Do Not Sell My Personal Information” When Consumers Visit the Digital Property

- 1. Purpose of the Framework
 - a. The purpose of the Framework is to have functionality such that when the Consumer clicks on the Link or the Icon, the Framework will effectuate, at a minimum, a device/browser-level opt out (“**Device/Browser-Level Opt Out**”) from RTB transactions that involve a sale of such Consumer’s personal information.
- 2. Contracting Mechanism
 - a. When a Consumer opts out, the CCPA does not bar the collection of personal information or the delivery of a personalized ad, but rather bars the “sale” of personal information related to the delivery of a personalized ad. Therefore, when a Consumer opts out, under the Framework, Downstream Participants involved in the lifecycle of the impression will become *limited service providers* of each respective Digital Property pursuant to the Agreement to perform a permitted business purpose on behalf of the Digital Property.
 - b. Digital Properties lack privity with many Downstream Participants (e.g., there is usually no contractual relationship between the buy-side ad server and the Publisher Digital Property). The Agreement remedies this by having Downstream Participants enter into a standard industry agreement administered by IAB Privacy, LLC, which imposes on them the service provider statutory limitations (and others that may be related) and creates a set of “springing rights and obligations” with respect to the parties in particular digital advertising transactions.

- c. An important component of the Agreement is that the Digital Property, in connection with any Covered Opt Out Transaction or Non-Opt Out Transaction for which it has sent a “Yes” LSPA Transaction Signal, will need to:
- (i) represent and warrant that it meets the requirements of a “business” as defined in Cal. Civ. Code § 1798.140(c);
 - (ii) represent and warrant that it has undertaken reasonable steps to ascertain that the user is a Consumer, as defined in Cal. Civ. Code § 1798.140(g), or has assumed that all users on its site are Consumers;
 - (iii) represent and warrant that it complies in all material respects with Cal. Civ. Code § 1798.120(c) of the CCPA with respect to Consumers it knows to be less than sixteen (16) years of age;
 - (iv) include the Link or the Icon along with explicit notice in its Digital Property;
 - (v) place the Link or the Icon in a clear and conspicuous manner on both the Digital Property’s home page and any other page where personal information is collected on such Digital Property (Cal. Civ. Code §§ 1798.135(a)(1) and 1798.140(L)), as well as in its Privacy Policy (along with an explanation of the opt-out right) (Cal. Civ. Code § 1798.135(a)(2));
 - (vi) communicate to the Downstream Participants with which it transacts the applicable signals; and
 - (vii) adhere to its deletion obligations under the CCPA.
- In lieu of subsections (iv) and (v), the Digital Property can represent and warrant that it will preset the Opt-Out Signal to opt out for all Consumers who visit the Digital Property.
- d. Except as to personal information sold during the 90 day look-back period (*see* Cal. Code Regs. tit. 11, § 999.315(f) (draft)), Downstream Participants (or a Digital Property to the extent it discloses personal information to such Downstream Participants) can supplement bid requests and engage in bid decisioning only with personal information that (i) was available about the Consumer *before* that Consumer clicked the Link or the Icon on the Digital Property (e.g., use of a previously-collected third-party profile), and/or (ii) has been sold to it from other properties where the Consumer has not opted out. Nothing herein prohibits Downstream Participants from using “Aggregate Consumer Information” or “Deidentified” information (each as defined in the CCPA) in any manner consistent with the CCPA.
- e. Once the Consumer opts out, the Agreement will permit the use of the Consumer’s personal information collected on the Digital Property only for specific business purposes permitted under the CCPA (Cal. Civ. Code § 1798.135(d)(1)-(7)) and in a manner consistent with applicable regulations (“**Applicable Business Purposes**”).
- f. Additionally, with respect to Consumers who opt out, the Agreement will prohibit the use of their personal information for anything other than such Applicable Business Purposes, including, without limitation, (i) augmenting an existing profile, or (ii) creating a new profile where such profile did not previously exist.
- g. The Agreement will enhance transparency and accountability by requiring Participants, after rules have been promulgated, to submit to an audit and/or a self-certification to ensure that obligation undertaken pursuant to the Agreement, including the limitations on the use of data when Consumers opt out, are followed.

- h. The Agreement will include a complete limitation of liability and no indemnification (other than an indemnity in favor of IAB Privacy, LLC, Interactive Advertising Bureau, Inc., and IAB Technology Laboratory, Inc. and their respective officers, directors, managers, and employees). This construct is consistent with the fact that: (i) only a limited private right of action exists under the CCPA (Cal. Civ. Code § 1798.150); (ii) Digital Properties that serve as “businesses” do not have liability for the violations of service providers unless they have actual knowledge or a reason to believe that the service providers intend to commit a violation. (Cal. Civ. Code § 1798.145(h)); and (iii) service providers do not have liability for violations of “businesses” for which they provide services (Cal. Civ. Code § 1798.145(h)). Recourse for breaches of the Agreement will include non-monetary remedies, such as injunctive relief; provided, however, certain parties to the Agreement may have their own separate contracts with provisions concerning remedies, limitations of liability, and indemnification. Nothing in the Agreement will prohibit such remedies from being pursued under, and pursuant to, such contracts. IAB Privacy, LLC may remove a Signatory from the Agreement if (i) a court of competent jurisdiction determines that a signatory breached the Agreement; or (ii) a Signatory fails to satisfy the standards established for passing an audit and/or self-certification.
3. **Subproviders:** Companies that become limited service providers of the Digital Property often have their own service providers (i.e., in GDPR parlance, “sub-processors”) to perform services related to delivery, measurement, verification, and other functions. The Agreement will offer such “**Subproviders**” the ability to become limited service providers of the Digital Property. A Participant may engage Subproviders to receive or transfer personal information in connection with a Covered Opt Out Transaction, so long as: (i) each such Subprovider has the technical capability to receive, interpret, and comply with (in accordance with the CCPA and the Agreement), and, if necessary for the performance of the applicable service, accurately re-transmit all signals transmitted in connection with a Covered Opt Out Transaction; (ii) each such Subprovider is bound by a written agreement with the engaging Participant that: (a) includes, and requires such Subprovider to comply with, the obligations of a Downstream Participant as set forth herein with respect to restrictions on data flow and usage to the same extent as if such Subprovider were a Signatory; (b) requires such Subprovider to ensure it receives, interprets, and complies with (in accordance with the CCPA and the Agreement), and, if necessary for the performance of the applicable service, accurately re-transmits all signals transmitted in connection with the Covered Opt Out Transaction; and (c) provides the Participant with an audit right as it relates to the Subprovider for the Covered Opt Out Transaction or requires the Subprovider to provide the Participant with a certification of compliance with this Section; and (iii) in the event of a violation by Subprovider of the CCPA or the provisions required by subsections (ii)(a)-(c) of this Section, the engaging Participant shall terminate such Subprovider’s participation in Covered Opt Out Transactions until the issue causing the violation is cured and a detailed certification of its cure is provided to the engaging Participant (in addition to any other remedies or rights imposed by applicable law or contract).
4. **Opt Out:** To the extent a Digital Property can recognize a Consumer through an identifier that is associated with an identified user who clicks the Link or the Icon, the Digital Property shall pass a commonly-recognized identifier (or other information identified by the IAB Tech Lab) so that the specific Consumer’s request may be identified downstream to effectuate the opt out.

5. To the extent a non-identified user effectuates a Device/Browser-Level Opt Out, the Digital Property may request additional information from the Consumer to allow for a user-level opt out (and send such additional information downstream as necessary). The Framework does not govern the information that the Digital Property may, at its discretion, request from the Consumer.
6. When a Consumer opts out, nothing herein prohibits the Digital Property from exercising its independent business judgment to serve the Consumer with a non-targeted ad or an ad based solely on first-party data or third-party data received by the Digital Property, as long as both are done in a manner consistent with the CCPA.

V. Application of IAB Limited Service Provider Agreement Approach to Publisher Digital Property (Typical RTB Transaction)

1. Ad Call/Generation of Bid Request:

- i. Upon the Consumer opting out, the Publisher Digital Property shall send:
 1. The Opt-Out Signal and accompanying identifier to effectuate such purpose within an ad call; and
 2. other metadata sent by the browser as necessarily required to make the ad call, in each case, to SSPs. In some cases, SSPs may function client-side and will generate such bid request directly from the page, but the approach herein shall remain the same.
- ii. When the Consumer opts out, and the Opt-Out Signal is sent, the SSP will act in a *limited capacity* as a *service provider* (as defined under the CCPA) of the Publisher Digital Property to effectuate the RTB transaction.
- iii. When an SSP becomes a service provider in this limited capacity, the collection and disclosure of personal information from the Publisher Digital Property for the purpose of effectuating an RTB transaction will be pursuant to the Publisher Digital Property's Applicable Business Purposes.
- iv. Applicable Business Purposes (non-exhaustive):
 1. Short-term, transient use, provided the personal information is not disclosed to another third party and is not used to build a profile about a Consumer or otherwise alter an individual Consumer's experience outside the current interaction, including, but not limited to, the contextual customization of ads shown as part of the same interaction (Cal. Civ. Code § 1798.140(d)(4)); and/or
 2. Performing services on behalf of the business or service provider, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of the business or service provider. (Cal. Civ. Code § 1798.140(d)(5)).
- v. This limited service provider relationship will be memorialized in the Agreement. As such, the SSP will not be able to use the personal information for purposes outside of the Applicable Business Purposes set forth above (including aggregation or use across clients or for "its own purposes").

2. Bid Request-Response:

- a. The SSP will send the bid request, along with the Opt-Out Signal, to the DSP. The DSP will also become a limited service provider of the Publisher Digital Property pursuant to the Agreement for the Applicable Business Purposes set forth above.
- b. To operate within the confines of the service provider relationship, the DSP shall, subject to Section IV(2)(d), perform its bid decisioning/response based only on personal information about the Consumer sold *before* the Consumer clicked the Link or the Icon, as long as no deletion request is received by the DSP.
- c. Furthermore, it shall not provide bid request data to marketers (e.g., advertisers, brands, or agencies) (whether they have won or not) as this would not be necessary to effectuate the Applicable Business Purposes above.

3. Transfer of Shell Creative:

- a. Once a buyer has won the bid, a shell creative (essentially a snippet of HTML and JavaScript) is sent by the DSP to the SSP, which sends it on to the Publisher Digital Property's server. The DSP shall be a limited service provider of the Publisher Digital Provider by signing the Agreement.
- b. In typical cases, the DSP may work with a "creative vendor," which dynamically generates a creative based on data available about the Consumer, and a "measurement provider," which objectively measures aspects of the ad that are important to the marketer, such as viewability or engagement. The DSP will ensure that such vendors have either signed onto the Agreement or entered into Subprovider agreements with the DSP.

4. Delivery of the Creative From Ad Server:

- a. The code in the shell creative will cause the Consumer's browser to make a request to the winning DSP's ad server (such request will include the receipt of the Consumer's IP address and pseudonymous ID by the ad server), whereby the assets and pixels for such creative are called onto the Publisher Digital Property's page and fully constructed for the user.
- b. The DSP's vendors will sign onto the Agreement. The DSP will ensure that the vendors have either signed onto the Agreement or entered into Subprovider agreements with the DSP.
- c. In either case, like with the other service providers above, the ad server would use any personal information that it receives only to deliver the particular advertisement, pursuant to the Applicable Business Purposes, and not use it for any other purposes.

5. DSP's Role in the RTB Transaction and Tag-Based Integrations (e.g., Measurement Providers, Fraud Detection Vendors, and Retargeters):

- a. The DSP often embeds tags within an impression for a variety of purposes, including measurement and fraud prevention.
- b. When the Consumer elects to opt out on the Publisher Digital Property, the Agreement will permit the DSP to obtain certain personal information from the Publisher Digital Property and other vendors, but solely pursuant to Applicable Business Purposes that relate to media buys on the Publisher Digital Property. For example, the DSP may use personal information to measure campaign and impression-level performance and assessment of contractual fulfillment.

- c. Applicable Business Purposes (non-exhaustive)
 - i. Auditing related to a current interaction with the Consumer and concurrent transactions, including, but not limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance (Cal. Civ. Code § 1798.140(d)(1)).
 - ii. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity (Cal. Civ. Code § 1798.140(d)(2)).
 - iii. Short-term, transient use, provided the personal information is not disclosed to another third party and is not used to build a profile about a Consumer or otherwise alter an individual Consumer’s experience outside the current interaction, including, but not limited to, the contextual customization of ads shown as part of the same interaction (Cal. Civ. Code § 1798.140(d)(4)); and/or
 - iv. Performing services on behalf of the business or service provider, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of the business or service provider. (Cal. Civ. Code § 1798.140(d)(5)).
 - d. DSPs and other vendors often provide advertisers with aggregated information to measure performance. “Aggregated information” is not personal information under the CCPA if it meets the CCPA’s definition for that term. Therefore, in such circumstances, advertisers can continue to receive from Participants (e.g., DSPs and other vendors), the same aggregated data they do today.
 - e. In circumstances where advertisers need to receive from Participants certain personal information of Consumers who do not opt out, such conduct can continue.
- 6. DMPs**
- a. Provided that the DMP signs the Agreement, the Publisher Digital Property may send (or have sent on its behalf) personal information to such DMP concerning the Consumer as it relates to that Publisher Digital Property. However, the DMP would not be able to use the personal information outside of the Applicable Business Purposes provided in the Agreement.
 - b. Further, should the DSP (or DMP) receive personal information related to the Consumer from the Publisher Digital Property, the DSP/DMP cannot use such personal information except pursuant to the Applicable Business Purposes, such as to provide analytics and other measurements needed for the advertiser to evaluate its campaign with respect to that Publisher Digital Property.
- 7. Retargeting**
- a. A retargeter that embeds pixel technology on a Publisher Digital Property to retarget Consumers in the context of a programmatic transaction on behalf of an advertiser will need to enter into the Agreement as a limited service provider of the Publisher Digital Property in order to receive information from such Publisher Digital Property to display ads on other properties.

- b. In the context of a programmatic transaction, personal information that is collected by the buy-side ad tech company on the Publisher Digital Property may not be combined with other third-party information (e.g., previously-existing user profiles, segments created outside the context of the Publisher Digital Property, or other data collected from third-party sources) to make retargeting media buying decisions on behalf of other advertisers.

VI. Application of IAB Limited Service Provider Agreement Approach to Publisher Digital Property (Direct Sales)

1. The parties to a direct sale can choose whether or not to rely on this Section VI of the Framework and the Agreement in their transaction. If they do, they will need to memorialize that understanding in their agreement (e.g., in the IO).
2. The code in the shell creative will cause the Consumer's browser to make a request to the direct buyer's ad server (such request will include the receipt of the Consumer's IP address), whereby the assets and pixels for such creative are called onto the Publisher Digital Property's page and fully constructed for the user.
3. The buyer will enter into a Subprovider agreement with the ad server as set forth in Section IV(3).
4. The direct buyer's ad server would use any personal information that it receives only to deliver the particular advertisement, pursuant to the Applicable Business Purposes, and not use it for any other purposes.

VII. Digital Properties with Builds In-Progress

1. A Digital Property that has not yet completed its compliant technical build ("**In Progress Digital Properties**" or "**IPDPs**") can become a Signatory while it works towards such completion for Digital Properties that it registers on IAB Privacy, LLC's registration page as an IPDP. There are three (3) pathways to doing so. First, a Digital Property can choose to cause Downstream Participants to become its service providers by causing the Opt-Out Signal to be preset to "Yes" on its designated Digital Properties ("**IPDP Pathway 1**"). If the Digital Property elects IPDP Pathway 1, it may elect not to include the Link or the Icon on such Digital Properties. Second, a Digital Property can utilize its own mechanism to notify Downstream Participants of a Consumer Opt Out on its designated Digital Properties ("**IPDP Pathway 2**"). Third, a Digital Property that does not have the ability (or chooses not) to preset the Opt-Out Signal on its designated Digital Properties to "Yes" can participate under this Section by committing to a compliant technical build, provided that any RTB transactions entered into by such Digital Property in connection with its designated Digital Properties shall be outside the scope of the Framework ("**IPDP Pathway 3**"), and no such Digital Properties shall be included by the Digital Property on IAB Privacy, LLC's registration page. In each case above, such Digital Property shall (i) actively and in good faith use commercially reasonable efforts to complete its compliant technical build as soon as possible after becoming a Signatory; and (ii) upon completion of such compliant technical build, notify IAB Privacy, LLC in writing of the same, and comply with all of the technical requirements imposed on Digital Properties hereunder.
2. By including such an opt-out preset for all Consumers in IPDP Pathway 1, Digital Properties will not be engaging in a sale and can choose not to include the Link or the Icon on their sites. Downstream Participants will become limited service providers of such Digital Properties for all transactions relating to the designated Digital Properties during the interim period, because all Consumers visiting such sites will be treated as opt outs.