

Digital Advertising Alliance (DAA)

DAA Icon Ad Marker Creative Guidelines

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Version 1.1



DAA Icon Ad Marker Creative Guidelines

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What is it?

The Ad Marker is the visual representation of a link presented to users to learn more about the ad they are currently viewing. Consistent and proper usage of the Ad Marker will reinforce the application of consumer-friendly standards for Interest-Based Advertising (IBA) across the Internet.

The DAA Icon Ad Marker Creative Guidelines cover a proposed creative specifications standard; however, this remains an iterative process designed to include feedback from the online advertising industry.

Ad Marker Elements

The Ad Marker consists of three elements:

1. The DAA Icon (see Figure 1)
2. Approved accompanying text, and
3. A container to isolate the icon and/or text from the surrounding creative when being presented within an ad.

This icon (Figure 1) was chosen by the DAA and is considered to be the standard graphical implementation. It may not be altered in any way.



Figure 1

Approved Text

The DAA has developed and chosen the following phrases for the DAA icon's accompanying text. This text should not be modified nor should any alternate text be substituted for the approved text. The approved font for this text is Arial Regular. The text color may be black or grayscale.

Why did I get this ad?

Interest Based Ads

Ad Choices

Ad Marker Sizes & Dimensions

To ensure legibility of the Ad Marker, a minimum size has been determined. The DAA icon cannot be less than 12 pixels by 12 pixels (12x12). The minimum font size is 10-pixels. The Ad Marker text should be placed 2 pixels to the left of the icon and centered vertically.

Why did I get this ad? 




Interest Based Ads 

Ad Choices 

If the Ad Marker takes up more than 10% of the overall creative size, then it can be presented as either just the icon or an expandable version of the Ad Marker. The expandable Ad Marker presents users with only the DAA icon (on a gray transparent background) until they hover over it, at which time the entire Ad Marker expands to include the accompanying text. The width of the expanded notice should never be larger than the width of the ad. If the Ad Marker takes up less than 10% of the ad, it should include the icon and text.

Containers

The following are minimum dimensions of the container for a 12x12 pixel icon and 10-pixel font size. There should be two (2) pixels of space around the text and/or icon.

Why did I get this ad? 	115x16 pixels
Interest Based Ads 	103x16 pixels
Ad Choices 	71x16 pixels
	16x16 pixels

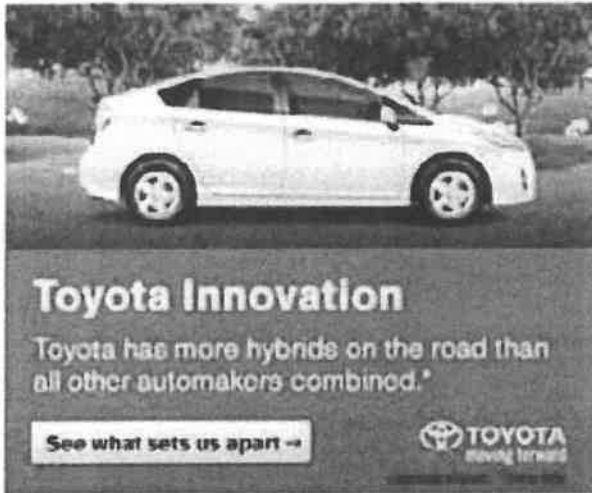
Ad Marker Placement

The Ad Marker can be used for two different purposes: To serve ad level notification or page level notification, on any computer or computing device¹.

Ad Level Notification

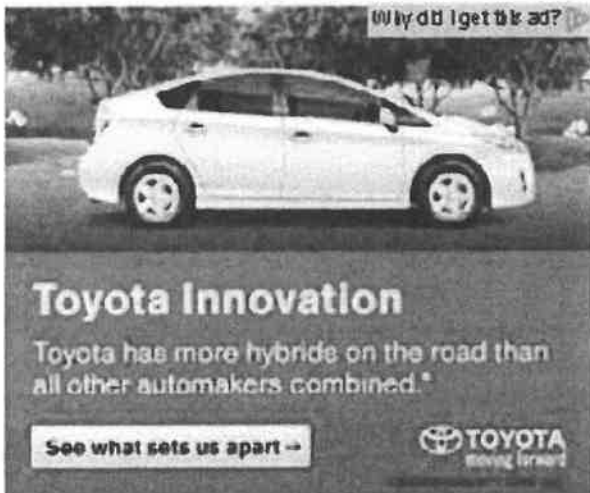
For ad level notification, the Ad Marker can be placed either inside or outside of the ad.

Why did I get this ad? ▶



When the Ad Marker is placed outside of the ad, it must be placed 3 pixels from the edge of the ad. The default position should be the upper right hand corner; however, because the intent is for the Ad Marker to replace existing markers, such as "Advertisement," the specific horizontal placement of the marker is at the discretion of the party serving the notice.

Why did I get this ad? ▶



When the Ad Marker is placed inside the ad, the default choice should be the upper right hand corner. However, if this placement causes visual or functional interference with the underlying creative, then it can be placed in any of the four corners of the ad at the discretion of the party serving notice. There should be no space between the Ad Marker and the ad corner.

Page Level Notification

For use of the Ad Marker in page or application level notification, the recommended position is in the footer. All creative specifications above apply except for those governing color and font of the approved text. In this case, the approved text can be allowed to inherit the font characteristics of the existing footer elements.

Ad Marker Color Palette

Consistent color usage across all media is integral to the increased familiarity of the Ad Marker. It should always be presented using the approved and recommended color formulas listed below. However, except as prohibited below, the color of the DAA icon can be changed from one of the color formulas below when there is a valid creative reason for doing so. The DAA icon must not be presented in any color in the red or pink spectrum, which includes any color in the range of +30° and -75° on the color spectrum wheel provided in Appendix A.

DAA Icon

PANTONE: 632

CMYK: C=74 M=9 Y=15 K=01

RGB: R=0 G=174 B=205

HEX: 00AECF

Grayscale: 30-100%

Text

CMYK: C=0 M=0 Y=0 K=100

RGB: R=0 G=0 B=0

HEX: 000000

Grayscale: 30-100%

Gray Transparent Container

CMYK: C=19 M=15 Y=15 K=0

RGB: R=204 G=204 B=204

HEX: CCCCCC

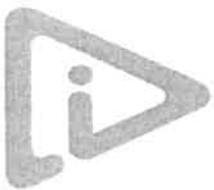
Grayscale: 20

Opacity: 60—90%

Unacceptable Ad Marker Applications



Do not outline the Ad Marker.



Do not modify or recreate the Ad Marker.



Do not place the Ad Marker on a busy background.

Important info



Do not modify Ad Marker text in any way.





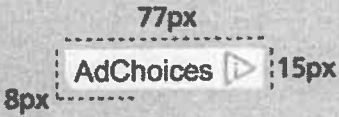
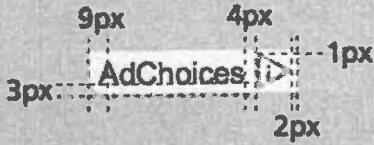
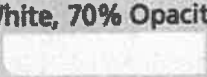
Do not create patterns or backgrounds with the DAA Icon.



Do not combine colors in the Ad Marker.

Addendum: Implementation Recommendation for Ad Marker Collision Prevention

For consistency in wording and placement, the use of AdChoices—no space between the words—is the recommended ad marker text.

<p>Icon Color Palette</p> <p>The following color palette is strongly recommended.</p> <p>PANTONE: 632 CMYK: C=74 M=9 Y=15 K=01 RGB: R=0 G=174 B=205 HEX: 00AECD</p>	
<p>Icon & Text Dimensions</p> <p>Icon: 13x13.747px Text: 11px with -50 horizontal character tracking</p>	
<p>Ad Marker Container Dimensions</p> <p>77x15px Rounded lower left corner radius: 8px</p> <p>Benefits: Aesthetically preferable and less likely to be confused with a button associated with the ad creative.</p>	
<p>Container & Ad Marker Spacing Dimensions</p> <p>Text Top and Bottom: 3px Text Right: 4px Text Left: 9px (from top left edge of "A," to accommodate the rounded corner)</p> <p>Icon Top and Bottom: 1px Icon Right: 2px</p>	
<p>Container Transparency</p> <p>White, 70% Opacity</p> <p>In a transparency collision instance, it's likely that the container background may appear more opaque—or, in some cases, white. The end-user experience isn't significantly impacted if the advertiser/agency/network is adhering to all other recommended collision prevention implementation guidelines.</p>	

Addendum: Implementation Recommendation for Ad Marker Collision Prevention

The initial phase of the Ad Marker technical implementation does not yet include a communication mechanism (such as metadata) between multiple ad marker serving entities. As a result, it is possible in some instances that **an Ad Marker could be served more than once inside the same ad, resulting in a “collision”**—multiple ad markers served on top of each other or in different corners of the ad. This could impact both the ad creative and the consumer experience.

To help avoid this scenario, a technical working group supporting the Cross-Industry Program has proposed this **implementation recommendation for all deployments**. This implementation recommendation addresses all the variable elements of the current DAA Icon Ad Marker Creative Guidelines. Such a uniform interim approach helps ensure that all ad markers served would overlay exactly on top of each other, thereby avoiding any “collision” scenarios.

While not mandatory, **use of this implementation is strongly recommended** for all entities deploying Ad Markers. For the convenience of program participants, the Cross-Industry Program will make available assets that meet these criteria.

To whom does this information apply?

- All entities engaged in serving notice inside an ad.
- Agencies responsible for the development of ad creative. Creative agencies can use the following specifications for placing elements that are important for brand recognition and/or ad functionality.

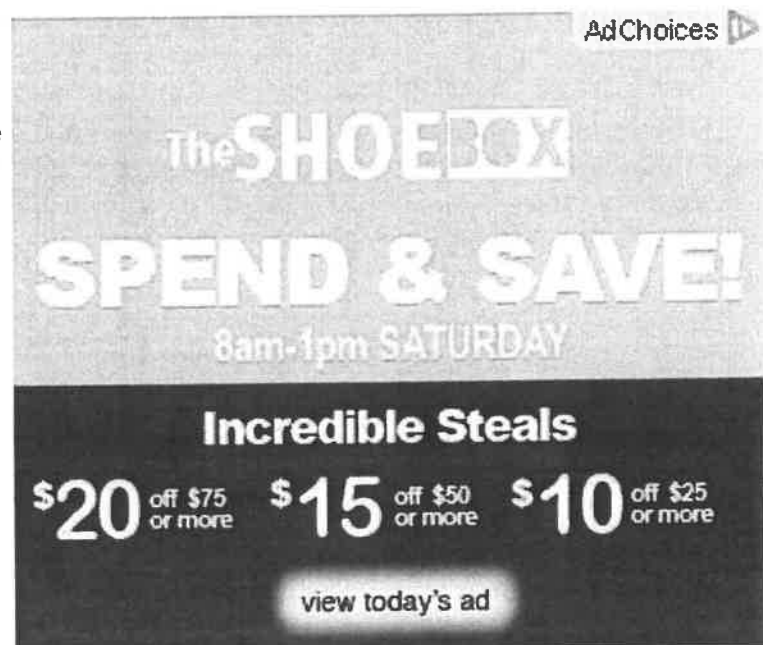
In-Ad Container Placement

When the ad marker is placed within an ad, it should be placed in the top right corner and there should be no space (0px) between the edge of the container and the edge of the ad/ creative.

File Type

Transparent .PNG

The IAB has developed a transparent .PNG file to help companies deploy the interim implementation recommendation. Please email daa@aboutads.info for information about obtaining this file.



Addendum: Implementation Recommendation for Ad Marker Collision Prevention

Icon Only with Container

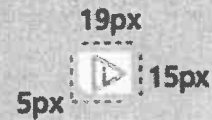
19x15px

Rounded lower left corner radius: 5px

If the Ad Marker takes up more than 10% of the overall creative size, then it can be presented as either just the icon, or an expandable version of the Ad Marker. The expandable Ad Marker presents users with only the icon until they hover over it, at which time the entire Ad Marker expands to include the accompanying text. The width of the expanded notice should never be larger than the width of the ad. If the Ad Marker takes up less than 10% of the ad, it should include the icon and text.

Eligible IAB Ad Unit Sizes for Icon-Only Usage

88x31, 120x60 and 120x90



88x31

120x60

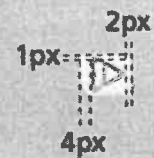
120x90

Icon Only with Container Spacing Dimension

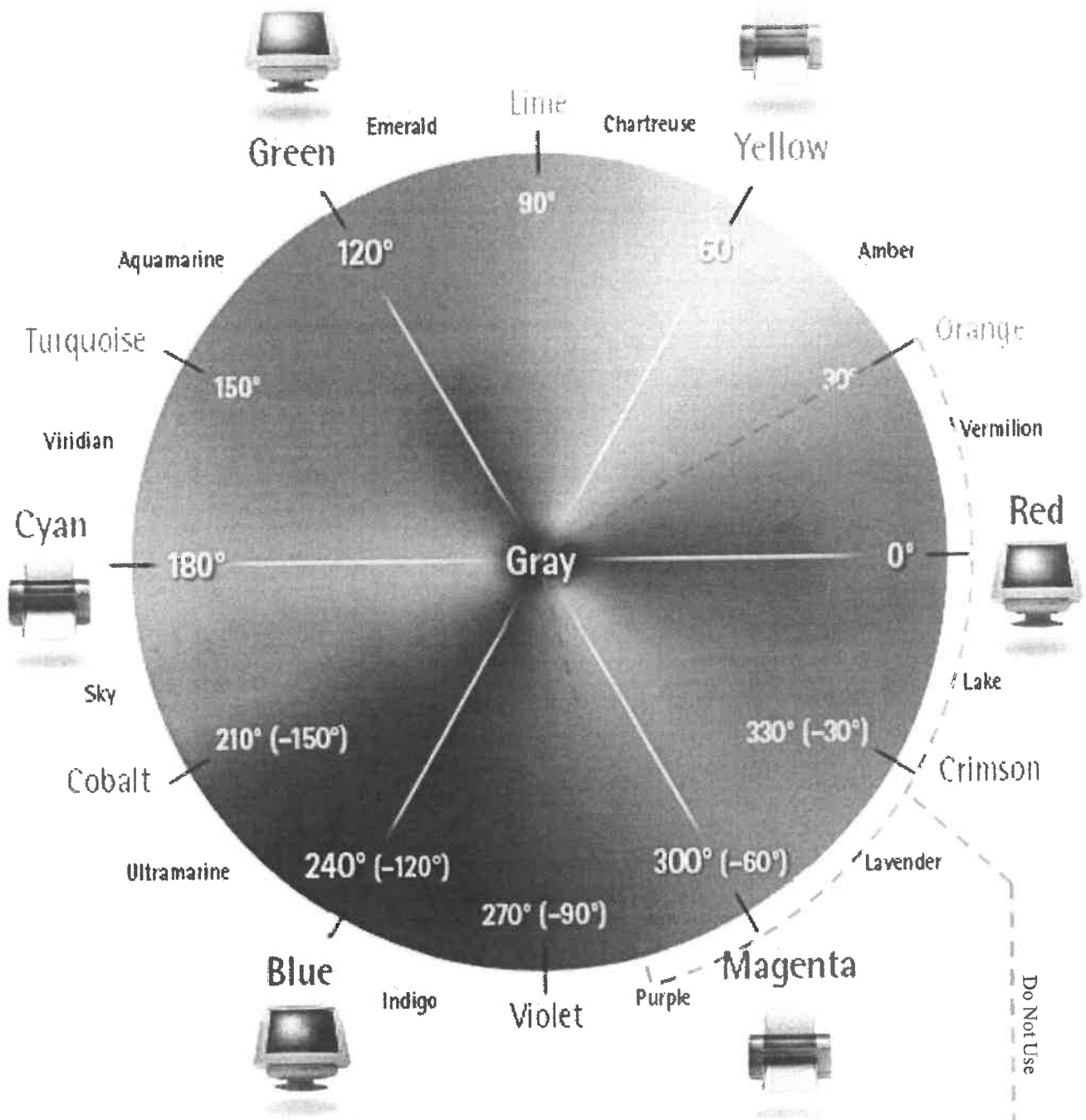
Top and Bottom: 1px

Right: 2px

Left: 4px (to accommodate the rounded corner)



Appendix A: DAA Icon Color Spectrum Wheel



The DAA icon must NOT be presented in any color in the red or pink spectrum, which includes any color in the range of +30° and -75° on the color spectrum wheel above.

CERTIFICATION AGREEMENT

This CERTIFICATION AGREEMENT (this "Agreement") is made as of the ____ day of ____, 20__ (the "Effective Date"), by and between the **DIGITAL ADVERTISING ALLIANCE** ("DAA"), with a business address of 1615 L St., NW, Suite 1100, Washington, DC 20036, and the entity identified below ("User"). DAA and User are each a "party" to this Agreement and collectively, the "parties" to this Agreement.

WHEREAS User desires to obtain certification to use the DAA Icon (as defined below) only for the purpose of signifying and certifying User's compliance with the Self-Regulatory Principles for Online Behavioral Advertising (as further set forth herein); and

WHEREAS, DAA is willing to grant such certification in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants contained herein, and of other good and valuable consideration, the receipt (per the terms of this agreement) and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

User Details:

Name of Organization:
Contact's Mailing Address:

Organization's Designated URL Site(s):

Contact's Phone Number:
Name of Contact:
Contact Email Address(es):

Organization's Affiliation(s) circle all that apply:

- Association of American Advertising Agencies - 4A's
- Association of National Advertisers - ANA
- American Advertising Federation - AAF
- Direct Marketing Association - DMA
- Interactive Advertising Bureau - IAB
- Network Advertising Initiative - NAI

Organization's A/P Contact:
Organization's A/P Email:

Form of User's Business:

- Corporation (state of incorporation: _____) Individual/Sole Proprietor
 Partnership Other --- Please specify: _____

State/Country of Formation: _____

TERMS AND CONDITIONS

1. **DAA ICON.** The "DAA Icon" (as such term is used in this Agreement) shall mean the certification mark along with accompanying text (e.g., "Ad Choices", "Why did I get this ad?", "Interest Based Ads") identified by the DAA on its Web site, including www.aboutads.info (the "DAA Site"), or as presented in accordance with the DAA's Ad Marker Creative Guidelines, as the foregoing may be amended and updated by the DAA from time to time.
 2. **GRANT AND RESTRICTIONS.**
 - (a) **Grant of Rights.** Subject to the terms and conditions of this Agreement, the DAA hereby grants, and User hereby accepts, a limited, revocable, non-transferable, non-sublicensable, and non-exclusive grant to use only during the term of this Agreement the DAA Icon only for the purpose of signifying and certifying User's compliance with the Self-Regulatory Principles for Online Behavioral Advertising (the "Principles"). The DAA Icon shall be made available to User solely in accordance with those instructions and guidelines found at the DAA Site. User shall use the DAA Icon in accordance with the Ad Marker Creative Guidelines, and User may only (i) place the DAA Icon on the web site(s) User owns or has Control over (as defined in the Principles)
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and that have been identified and made known by User to the DAA in writing, (ii) use the DAA Icon to make ad level notification, and/or (iii) use the DAA Icon as otherwise expressly permitted in writing by the DAA. User further acknowledges that its permitted use of the DAA Icon shall adhere to the Ad Marker Creative Guidelines referenced in Section 5 below.

(b) **Authorized User.** References to "User" throughout this Agreement shall be restricted to User, its subsidiaries and affiliates, as defined in the Principles, and each of its employees, agents, and contractors that are specifically requested by User to use, manage and monitor its use of the DAA Icon solely for User's benefit and in compliance with this Agreement. Except as otherwise expressly provided herein, User may not sublicense or otherwise permit a third party to use the DAA Icon for any purpose without the DAA's express prior written approval. User shall not have the right or power, express or implied, to bind the DAA, and any right not expressly granted under this Agreement in and to the DAA Icon is hereby reserved by the DAA. User acknowledges that it is and shall remain responsible for the conduct of its employees, agents and contractors at all times during the term of this Agreement and thereafter in connection with or arising out of their acts or omissions in respect of this Agreement and the Principles.

(c) **Restricted Conduct.** User may not modify, tamper, skew, alter, create derivative work(s) of, reproduce, publish, license, sell, exploit, rent, lease, grant a security interest in, transfer any right(s) in, use on behalf of any other entity or person, or otherwise use in any manner not expressly permitted herein the DAA Icon or any part thereof, including, without limitation, as a domain name, keyword search term, or user account name. User shall have no right to apply for or otherwise seek a registration or ownership interest of any kind with respect to the DAA Icon or any icon, logo or design similar thereto. All legends, trademarks, trade names, copyright legends, and other identifications appearing on the DAA Icon may not be removed, altered, or defaced by User.

(d) **User Information.** Prior to User's placement or use of the DAA Icon and from time to time during the term hereof as requested by the DAA, User will provide the DAA (or any third party that it may designate), the following information (including any updates thereto): (i) the list of all Web site domains User owns or has Control over (as defined in the Principles) on which the DAA Icon shall appear.

3. **USER OBLIGATIONS.** By accessing, downloading, copying, or using the DAA Icon, User agrees to abide by all applicable laws, rules and regulations (including without limitation, the Principles) which govern User's use of the DAA Icon. User covenants to the DAA that it has taken and will continue to take all action(s) necessary to enter into and fully perform its obligations under this Agreement, and User acknowledges and permits the DAA and/or its third-party designees to monitor and review User's compliance with these provisions, as the same may be amended and updated from time to time in order to ensure User's compliance and satisfaction. User acknowledges and agrees that it is User's responsibility, and User shall be responsible and liable for any failure, to maintain compliance with the terms and conditions of this Agreement or to monitor User's use (or any of its employees', contractors', or agents' use) of the DAA Icon in order to ensure compliance with the terms and conditions of this Agreement. The DAA assumes no responsibility or liability for any claims or obligations that may result directly or indirectly from the communications, contracts, or interactions User establishes using the DAA Icon. User hereby grants to the DAA during the term of this Agreement a non-exclusive, worldwide, royalty-free right and license to use User's name and logo on DAA's website(s) or in promotional materials to indicate User's participation in the -Self-Regulatory Program for Online Behavioral Advertising. The DAA acknowledges that the User reserves all other rights to the User's name and logo.

4. **PROPRIETARY RIGHTS.** As between the DAA and User, the parties agree the DAA is the sole and exclusive owner of all right, title, and interest in and to the DAA Icon and its related logos, designs, and materials. The DAA Icon and any related logos, designs, and materials are the trademarks of DAA and any and all copyrights in such matter are owned by DAA. Accordingly, User acknowledges and agrees that except as provided herein, the provisions of this Agreement do not convey to User any right, title or ownership interest of any kind in or to the DAA Icon. User shall not intentionally utilize the DAA Icon in any manner that knowingly or intentionally interferes with, tarnishes, or diminishes the value or good will of the DAA Icon or otherwise

harms the reputation of the DAA and/or the committee members comprising the DAA. User further agrees that it shall in no way contest or deny the validity of, or the right or title of DAA in or to the DAA Icon, shall not assert or contest any ownership rights in and to the DAA Icon or the intellectual property rights derived therefrom in any action or proceeding of whatever kind or nature, and shall not encourage or assist others directly or indirectly to do any of the foregoing during the lifetime of this Agreement and thereafter. DAA shall have the exclusive worldwide right to file and prosecute trademark applications, certification mark applications, renewals, or other documentation regarding the DAA Icon, and User shall not take any action inconsistent with this right or which relates, directly or indirectly, to the registration of the DAA Icon (or any part thereof) with any trademark office, domain name registrar, service provider, or governmental authority. User agrees to use commercially reasonable efforts to promptly notify the DAA in writing of any of the following after becoming aware of same: (a) any infringement, dilution, and/or unauthorized use of the DAA Icon; (b) any unfair competition relating to the DAA Icon; (c) any other apparent violation of the rights of DAA; and (d) any violation of any right or certification granted to User under this Agreement. The DAA and/or its designee shall have the sole right to enforce any right, bring any proceeding, claim, or defense, or otherwise settle any claim for any infringement, dilution, or unfair competition relating to the DAA Icon. In addition, User shall reasonably cooperate with DAA, at DAA's expense, for any out-of-pocket costs incurred by User, in any efforts by DAA to bring such actions. In the event that the DAA Icon is adjudicated in any suit or proceeding to infringe the intellectual property rights of any third party, or in the event that DAA reasonably believes that it is likely that the DAA Icon will be found to infringe, dilute, or constitute a misappropriation, or likely to be enjoined, the DAA reserves the right to instruct User to immediately cease using the DAA Icon at issue and User agrees that, upon receiving any such instruction from DAA, User will immediately cease all use thereof. User acknowledges and agrees that DAA shall have no liability for the cessation of use of any DAA Icon in accordance with this provision.

5. **USAGE GUIDELINES & APPROVAL.** User shall use the DAA Icon in accordance with the usage guidelines prescribed in the "Ad Marker Creative Guidelines", including, without limitation, any notice requirements set forth therein, and in a manner that reflects positively at all times on DAA and the DAA Icon. Pursuant to the Ad Marker Creative Guidelines, the DAA Icon must be displayed in the official colors and format and in the same form as presented by DAA. User's placement or use of the DAA Icon shall be in a manner that solely communicates User's certification and adherence to the Principles, but in no event shall such use of the DAA Icon suggest or imply (i) a mischaracterization of the relationship with DAA or (ii) the DAA's promotion or endorsement of any product, service, program, cause, campaign, Web site, or information, unless the User has procured the DAA's separately provided written consent for such use. As condition of certification, User acknowledges and agrees that DAA, or any third party DAA designates or reasonably deems necessary to act on its behalf, has the right to monitor and review User's use of the DAA Icon and ensure compliance with the Principles, the Ad Marker Creative Guidelines, or this Agreement. Nothing herein, however, is either a representation or a warranty by DAA that User's products or services (or any portion thereof) complies with applicable federal, state, and local laws, rules, orders or regulations.
 6. **CONFIDENTIALITY.** User acknowledges and agrees that in connection with this Agreement and use of the DAA Icon, User may receive or gain access to certain confidential, proprietary, or sensitive information of the DAA and/or its licensors and suppliers, including, without limitation, the Ad Marker Creative Guidelines, information concerning pricing and marketing, and other information that is designated as confidential at the time of disclosure by means of appropriate markings (the "Confidential Information"). Confidential Information shall not include any information that (i) was in the public domain at the time it was communicated; (ii) entered the public domain through no fault of recipient subsequent to the time it was communicated; (iii) was in the recipient's possession free of any obligation of confidence at the time it was disclosed; or (iv) was disclosed to the recipient by a third party who was free of any obligation of confidence. User agrees to secure, protect and prevent the disclosure of the DAA's Confidential Information (and/or those of the DAA's licensors and suppliers) to any third party, and User agrees that it shall employ at least as great a degree of care as User uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event using less than reasonable efforts. User therefore shall not, nor permit any third party to, sell, transfer, publish, disclose, or
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otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this Agreement. In addition, User may not disclose this Agreement and/or its terms to any third party, except as User may reasonably be required to enforce the terms of this Agreement, and/or to User's attorneys or accountants or as otherwise required by law, subject in all cases to any permitted third party or person being under the same obligation to keep the information confidential as called for in this Agreement. All Confidential Information of DAA shall remain the exclusive property of DAA. These restrictions do not apply to Confidential Information which User (i) discloses in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if User first notifies the DAA of the order and permits the DAA to seek an appropriate protective order or move to quash or limit such order; or (ii) discloses with written permission of the DAA, in compliance with any terms or conditions set by the DAA regarding such disclosure. Upon termination or expiration of this Agreement, User shall return to the DAA or destroy, at the request of the DAA, all Confidential Information of the DAA and certify in writing to the DAA, within ten (10) days following termination or expiration, that all such Confidential Information has been returned or destroyed.

7. **FEES AND EXPENSES.** User agrees to pay the DAA, on a timely basis, the applicable fees for use of the DAA Icon. The annual fee for use of the DAA Icon is \$8,000, invoiced on a calendar year basis, and is subject to adjustment as described below. User shall otherwise bear its own costs and expenses incurred in connection with its compliance of the terms and conditions set forth herein. Fees may vary for certification and the right to use the DAA Icon. Any and all annual fees associated with the DAA Icon shall be due and payable in full and in advance of any use by the User of the DAA Icon, and such fee shall renew automatically and become due (at the then current rate in effect) on each twelve (12) month anniversary of the effective date of this Agreement, unless notice of termination is properly provided to the DAA in a timely manner as provided for in Paragraph 8 of this Agreement. Notwithstanding the foregoing, DAA reserves the right with each renewal term to add or modify terms relating to the fee amount and payment of fees to DAA (e.g., amount, frequency, or method(s) of payment); provided that DAA will post a description of any such changes on the payment section of the DAA Site or otherwise provide notice to User. User's continued use of the DAA Icon after having notice of such changes will be deemed to be User's acceptance of such additional or modified payment terms. If any payment required by this Agreement has not been received by the DAA as of the deadline for payment as established by this Agreement, late charges shall be assessed on all past-due amounts at a rate equal to one and one half percent (1.5%) of the amount outstanding for every week that such amount is past due. User shall also be responsible for reasonable administrative, legal, and court costs incurred by the DAA in enforcing this Agreement and collections activities. In addition, User acknowledges and agrees that all fees are non-refundable, shall not be pro-rated in the event of any termination, and are exclusive of any Internet, sales, use, value-added, excise, and other associated taxes, which shall be borne and paid by User as applicable, excluding taxes based on DAA's net income. All payments shall be made in U.S. Dollars. DAA reserves the right to change any fee or payment term at any time and for any reason. DAA agrees to provide at least thirty (30) days prior written notice of any such change and will not increase any fee more than once during any calendar year.

8. **TERM & TERMINATION.**

(a) **Term** This Agreement will take effect upon the sooner to occur of: (i) the Effective Date, or (ii) User download, copy, or use of the DAA Icon. This Agreement will remain in effect, unless otherwise stated by the DAA, for twelve (12) month periods. This Agreement will automatically renew so long as User pays all applicable fees in a timely manner or until terminated by either party.

(b) **Non-Renewal.** In the event either the DAA or User desires to prevent this Agreement from renewing for a successive term, the DAA or User shall notify the DAA in writing of its desire to terminate this Agreement not less than thirty (30) days before any scheduled renewal.

(c) **Termination for Failure to Pay or Violation of the Principles.** This Agreement will terminate automatically if User fails to pay any amount owed to DAA in a timely manner or fails to comply with the

Principles. User acknowledges and agrees that the DAA will have the sole right to determine in its reasonable discretion whether User has engaged in any activity that violates the Principles.

(d) **Termination for Breach.** Except as provided in Section 8(c), this agreement will terminate automatically if User fails to comply with any of the terms and conditions described herein, with termination effective without notice. If DAA terminates this Agreement pursuant to this Section 8(d), DAA will use commercially reasonable efforts to provide notice of such termination to User.

(e) **Termination for Convenience.** User may also terminate this Agreement at any time by notifying DAA in writing and ceasing all use of the DAA Icon.

(f) **Effect of Termination.** Upon termination of this Agreement, the right to use the DAA Icon granted herein will immediately terminate and User shall immediately cease all use of the DAA Icon, remove the DAA Icon from all materials (electronic or printed), and otherwise destroy or delete all materials displaying, incorporating or depicting the DAA Icon. DAA shall also not be responsible or liable for any damages or loss, such as loss of sales or profits, as a result of any termination of this Agreement in accordance with this section. In addition to the "Miscellaneous" section below, the provisions concerning DAA's proprietary rights, indemnity, warranty disclaimer, limitation of liability, termination, and governing law will survive the termination of this Agreement.

9. **WARRANTY; DISCLAIMER.** Each of DAA and User mutually represent and warrant that (i) the person executing this Agreement on its respective behalf has the legal authority to bind such party, and (ii) it has right, power, and authority to (a) enter into this Agreement, (b) make the representations and warranties contained herein, and (c) commit to and perform the duties, obligations and covenants set forth hereunder. User further represents and warrants that User will, at all times, provide true, accurate, current, and complete information when submitting information or materials to the DAA. EXCEPT FOR THE FOREGOING, THE DAA ICON IS PROVIDED "AS IS" AND "AS AVAILABLE," AND DAA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. DAA DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USER'S USE, OF THE DAA ICON.
10. **LIMITATION OF LIABILITY.** EXCEPT FOR THE INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER AN ACTION IS BASED UPON CONTRACT, TORT, OR OTHERWISE. NOTWITHSTANDING THE FOLLOWING INDEMNIFICATION OBLIGATION, DAA SHALL ALSO HAVE NO LIABILITY UNDER THIS AGREEMENT FOR USER'S PRODUCTS OR SERVICES OR THEIR QUALITY, PRICE, METHOD OF SALE, OR DISTRIBUTION. MOREOVER, DAA'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS (DIRECT, INDIRECT, OR OTHERWISE) SHALL BE LIMITED TO TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000), REGARDLESS OF THE CLAIM(S), DAMAGE(S), OR CAUSE(S) OF ACTION. THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE A BARGAINED-FOR EXCHANGE AND A MATERIAL CONDITION AND PREMISE OF THIS AGREEMENT FOR THE USE OF THE DAA ICON.
11. **INDEMNITY.** User agrees to defend, indemnify, and hold harmless DAA and its members, affiliates, employees, agents, directors, officers, attorneys, contractors, agents, successors, and assigns from and against any and all third party claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from (i) User's use of the DAA Icon in violation of this Agreement, (ii) violations of applicable law proximately caused by User, (iii) User's products and services, and (iv) any breach by User of this Agreement. The DAA shall give User prompt written notice of any claim giving rise to an obligation under this Section 11. User shall bear sole responsibility for the defense and/or settlement of such for which it is responsible; provided however, that (i) User shall keep DAA informed
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of, and consult with DAA in connection with the progress of each claim; and (ii) User shall not have any right, without DAA's written consent, to settle any claim if such settlement arises from or is part of any criminal action, suit, or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of DAA and/or any of its affiliates. Notwithstanding any of the foregoing, DAA shall have the right, in its absolute discretion, to employ attorneys of its own choice at its expense and to institute or defend any claim.

12. **GOVERNING LAW.** This Agreement shall be construed and interpreted in the English language only, and all communications and notices to be made or given pursuant to this Agreement shall be in the English language. This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the District of Columbia. All actions or claims related to or associated with this Agreement will be brought solely in the federal or state courts in District of Columbia, U.S. and all parties to this Agreement expressly agree to be subject to the jurisdiction of such courts. User also acknowledges that any breach, threatened or actual, of this Agreement will cause irreparable injury to DAA, such injury may not be quantifiable in monetary damages, and DAA may not have an adequate remedy at law. User therefore agrees that DAA shall be entitled, in addition to other available remedies, to seek an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of User's obligations under any provision of this Agreement. Accordingly, User hereby waives any requirement that DAA or its licensors or suppliers post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to DAA to enforce any provision of this Agreement. Moreover, User acknowledges that DAA makes no representation that use of the DAA Icon or compliance with the Principles is appropriate or legally acceptable in other locations outside the United States. User uses the DAA Icon on User's own volition and is responsible for compliance with all applicable local laws governing privacy, trade, and information security.
13. **MISCELLANEOUS.** This Agreement, the Principles, and the Ad Marker Creative Guidelines sets forth herein the entire agreement between User and DAA with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between User and DAA with respect to the DAA Icon. Except as otherwise permitted herein, this Agreement shall not be modified other than by a written agreement, signed by the parties. The foregoing, however, in no way limits the DAA's ability to revise the Principles and the Ad Marker Creative Guidelines, which the DAA may make at any time, or the applicability of any changes, revisions, or modifications made to the Principles and/or the Ad Marker Creative Guidelines to the User. If DAA makes such a modification or change, DAA will provide notice of such change at its designated Web site for at least 30 days, and to User using reasonable means (e.g., via email, courier or telephone to the current contact information provided by User.). User should periodically review the DAA Site and the Principles or the Ad Marker Creative Guidelines for any changes. Any continuing use of the DAA Icon following such thirty (30) day period will be deemed conclusive acceptance of the modification or change. If User does not agree with any change, User shall immediately terminate this Agreement and cease all use of the DAA Icon as set forth above. Failure by the DAA to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. If any provision or any portion of this Agreement is construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid or unenforceable in part shall continue in full force and effect. Headings are convenience only and have no legal or contractual effect. User and DAA are independent contractors. No joint venture, partnership, employment, or agency relationship exists between User and DAA as result of this Agreement. User may not assign or otherwise transfer this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic scanned transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic scanned transmission will be deemed to be their original signatures for all purposes.
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[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

("User")

DIGITAL ADVERTISING ALLIANCE
("DAA")

Signature: _____

Signature: _____

Name(Print): _____

Name(Print): _____

Title: _____

Title: _____

Date: _____

Date: _____
