

BIDSWITCH POLICIES

These Buy-side and Sell-side Policies apply to BIDSWITCH partners that use the BIDSWITCH Platform. BIDSWITCH partners that do not comply with these policies may have their access to the BIDSWITCH Platform suspended temporarily or permanently.

Any defined terms set out in your agreement with BIDSWITCH relating to your use of the BIDSWITCH Platform shall apply to these BIDSWITCH Policies.

BIDSWITCH reserves the right to amend these policies from time to time by giving notice of this to you in writing and your continued use of the BIDSWITCH Platform after such notification shall constitute your deemed acceptance.

BUY-SIDE POLICIES

If you use the BIDSWITCH Platform to buy media, you must ensure that all advertising you make available through the BIDSWITCH Platform complies at all times with the BIDSWITCH Buy-side Policies set out below:

1. All advertising must comply with all applicable privacy laws, rules, regulations, and sanctioned programs, including without limitation all applicable intellectual property rights of any third party and Internet advertising industry guidelines including the self-regulatory principles and code of conduct of the Network Advertising Initiative, the Interactive Advertising Bureau, and the Digital Advertising Alliance.
2. Advertising must not endanger the security of the BIDSWITCH Platform or its users, or make a call to a Service which endangers the security of the BIDSWITCH Platform or its users.
3. Advertiser agrees to:
 1. not resell ad units, except with explicit publisher approval
 2. serve an ad unit to the publisher with the correct technical guidelines and requirements for said publisher ad unit, except with explicit publisher and advertiser approval
4. Advertising must not contain any of the following:
 1. content that is illegal, promotes illegal activity, or infringes on the legal rights of others. This includes but is not limited to content containing child pornography and unauthorized use of copyrighted material;
 2. pornographic, adult, or mature content;
 3. violent content;
 4. content related to racial intolerance or advocacy against any individual, group, or organization;
 5. hacking/cracking content;
 6. gambling or casino-related content, including but not limited to online or offline gambling or betting;
 - “Online gambling” is defined as promotion of online, real-money gambling for money and/or ‘monies worth’, as well as the promotion of sites that contain or link to content relating to online gambling
 - “Offline gambling” is defined as promotion of physical, real-money gambling for money and/or ‘monies worth’, activity or establishments
 - Online non-casino games – any internet-based game where money or other items of value are paid or wagered in exchange for the opportunity to win real money or prizes based on the outcome of games, such as fantasy sports, online tournaments, or video games played for money or prizes
 7. Drugs both illicit and recreational, defined as substances that alter mental state or induce “highs,” as well as ads for products or services marketed as facilitating drug use;
 - Examples include cocaine, heroin, other illegal opioids, as well as substances that could be used to create “legal highs” such as medical marijuana and CBD oil
 8. content relating to the sale of alcohol, including beer, wine, or liquor;
 9. content relating to the sale of tobacco or tobacco-related products, including but not limited to electronic cigarettes and vapes, pipes, bongs, cigarettes, cigars or other related matters;
 10. content relating to the sale of prescription drugs;

11. content relating to the sale of weapons or ammunition, including but not limited to firearms, firearm components, fighting knives, stun guns;
12. content relating to programs which compensate users for clicking on ads or offers, performing searches, surfing websites, or reading emails;
13. auto-play audio elements;
14. pop-up or pop-under content;
15. shaking or blurry images;
16. advertising that is not within the specified ad unit size parameters;
17. multiple advertising units per advertising slot; or
18. auto-refresh advertising units

Demand and Supply Partners who sign an Alcohol and/or Gambling trading addendum will be allowed to trade in those categories via private deals only. For more information on these addendums, please reach out to your Account Manager.

5. All advertising must not:
 1. fraudulently or misleadingly induce a user to click on an Ad;
 2. change user preferences or initiate downloads without the user's explicit consent;
 3. distribute malware or redirect users to unwanted websites, including malware, or contain pop-ups or pop-underers that interfere with site navigation; or
 4. contain fraudulent methods to inflate or arbitrage ad impressions, including advertising stacking or calling other advertising units at run time
6. All advertising must:
 1. comply with NAI/IAB/AAAA guidelines for spam; and
 2. have explicit authorized permission from an advertiser or agent to use specified ad content.
7. Demand Partners who provide **bid modification** services operate as exceptions to these policies as outlined below:
 1. Demand Partners who use their data to enrich the bidstream (also called 'bid enrichment services') may acquire media from Supply Partners through the BIDSWITCH Platform. Such media may only be acquired if a Supply Partner has first agreed to trade with the Demand Partners who provide these services. Supply Partners can only approve such trading with Demand Partners that undertake bid enrichment services [through their administration portal at my.bidswitch.com].
 2. Demand Partners who use their proprietary techniques to optimize the bidstream (also called 'bid optimization services') may acquire media from Supply Partners through the BIDSWITCH Platform. Such media may only be acquired if the Supply Partner has first agreed to trade with the Demand Partners who provides these services. Supply Partners can only approve such trading with Demand Partners that undertake bid optimisation services [through their administration portal at my.bidswitch.com].
 3. A current list of BIDSWITCH authorised Demand and Supply Partners can be found at www.bidswitch.com/policies/bid-modification-partners.
8. You agree to observe BIDSWITCH's online technical specifications relating to the use of the BIDSWITCH Platform (available at <https://docs.bidswitch.com/> as updated by BIDSWITCH and advised to you from time to time).

SELL-SIDE POLICIES

If you use the BIDSWITCH Platform to sell media, you must ensure that all media you make available through the BIDSWITCH Platform complies at all times with the BIDSWITCH Sell-side Policies set out below:

1. You must comply with all applicable privacy laws, rules, regulations, and sanctioned programs, including without limitation applicable intellectual property rights of any third party and Internet advertising industry guidelines including the self-regulatory principles/code of conduct of the Network Advertising Initiative, the Interactive Advertising Bureau, and the Digital Advertising Alliance.

2. The Site and content of the Site must not endanger the security of the BIDSWITCH Platform or its users;
3. Sites that display Ads must not contain any of the following:
 1. content that is illegal, promotes illegal activity or infringes on the legal rights of others. This includes but is not limited to content containing child pornography and unauthorized use of copyrighted material;
 2. pornographic, adult, or mature content;
 3. violent content;
 4. content related to racial intolerance or advocacy against any individual, group, or organization;
 5. hacking/cracking content;
 6. gambling or casino-related content, including but not limited to online or offline gambling or betting;
 - “Online gambling” is defined as promotion of online, real-money gambling for money and/or ‘monies worth’, as well as the promotion of sites that contain or link to content relating to online gambling
 - “Offline gambling” is defined as promotion of physical, real-money gambling for money and/or ‘monies worth’, activity or establishments
 - Online non-casino games – any internet-based game where money or other items of value are paid or wagered in exchange for the opportunity to win real money or prizes based on the outcome of games, such as fantasy sports, online tournaments, or video games played for money or prizes
 7. drugs both illicit and recreational, defined as substances that alter mental state or induce “highs,” as well as ads for products or services marketed as facilitating drug use
 - Examples include cocaine, heroin, other illegal opioids, as well as substances that could be used to create “legal highs” such as medical marijuana and CBD oil
 8. sale of alcohol, including beer, wine, and liquor;
 9. sale of tobacco or tobacco-related products, including but not limited to electronic cigarettes and vapes, pipes, bongs, cigarettes, cigars, etc.;
 10. sale of prescription drugs;
 11. sale of weapons or ammunition, including but not limited to firearms, firearm components, fighting knives, stun guns; or content regarding programs which compensate users for clicking on ads or offers, performing searches, surfing websites, or reading emails.

Demand and Supply Partners who sign an Alcohol and/or Gambling trading addendum will be allowed to trade in those categories via private deals only. For more information on these addendums, please reach out to your Account Manager.

4. Sites must not:
 1. use artificial means to inflate impressions, conversions and/or clicks, including but not limited to click fraud or any other method of fraudulent activity.
 2. induce clicks from users or third parties by (i) offering compensation or other incentives to click on the ad; (ii) formatting or labeling the ads or the surrounding content so as to trigger inadvertent click of the ads; or (iii) otherwise soliciting the user to click the ad;
 3. provide inventory from systems that overlay ad space on a given site without express permission of the site owner;
 4. change user preferences or initiate downloads without the user's explicit consent; or
 5. distribute malware or redirect users to unwanted websites, including malware, or contain pop-ups or pop-unders that interfere with site navigation.

5. Sites must:
 1. comply with NAI/IAB/AAAA guidelines for spam;
 2. have explicit authorized permission from publishers to place ad content within the publisher's page;
 3. obtain express (i.e. opt-in) consent from end users;
 4. ensure that all applicable privacy policies disclose all applicable information including the collection, processing, or disclosure;
 5. have permission and disclose to user that it collects any user data, including but not limited to any location data that is collected, processed, or which identifies or can be used to infer an end user's precise geographic location, such as GPS, Wi-Fi or mobile cell tower data; and
 6. provide accurate domain information in calls to the Services.
6. Video inventory coming from a site is allowed only when the site (i) owns the video player, (ii) owns the video content, or (iii) holds exclusive sales rights to the video content.
7. Video inventory coming from a site must provide in its calls accurate information in the description URL fields and any other required parameters for each ad unit.
8. **Interaction of Ad with Video Player.** Once BIDSITCH has returned an ad in response to a request from a publisher, the ad must be displayed until (i) the ad itself finishes playing; (ii) the user skips or closes the ad; or (iii) the end user navigates away from the video content by, for example, closing the browser window with the page displaying the video. Content playback must be paused when a user clicks on an ad.
9. **Video Ad Placement.** Only one video ad may be displayed within the video player at any given time. You may not (i) obscure, hide, or remove any elements of the ad units, (ii) place the ad such that it obstructs the video player's play, pause, volume or any other controls, or (iii) hard-code the ads into the content stream.
10. Supply Partners who provide **bid modification** services operate as exceptions to this policy as outlined below:
 1. Supply Partners who use their data to enrich the bidstream (also called 'bid enrichment services') may offer media to Demand Partners through the BIDSITCH Platform. Such media may only be offered if a Demand Partner has first agreed to trade with the Supply Partners who provide these services and this is subsequently approved by BIDSITCH. Demand Partners can only request a connection to trade with Supply Partners that undertake bid enrichment services [through their administration portal at my.bidswitch.com].
 2. Supply Partners who use their proprietary techniques to optimize the bidstream (also called 'bid optimization services') may offer media to Demand Partners through the BIDSITCH Platform. Such media may only be offered if a Demand Partner has first agreed to trade with the Supply Partners who provide these services and this connection is subsequently approved by BIDSITCH. Demand Partners can only request a connection to trade with Supply Partners that undertake bid optimisation services [through their administration portal at my.bidswitch.com].
 3. A current list of BIDSITCH authorised Demand and Supply Partners can be found at www.bidswitch.com/policies/bid-modification-partners.
11. You agree to observe BIDSITCH's online technical specifications relating to the use of the BIDSITCH Platform (available at <https://docs.bidswitch.com/> as updated by BIDSITCH and advised to you from time to time).

These BIDSITCH Sell-side and Buy-side Policies were last updated on May 8, 2019.