



IAB CCPA Compliance Framework for Publishers & Technology Companies (Draft for Public Comment)

October 2019

Send your comments to privacy@iab.com by November 5, 2019



Table of Contents

- Executive Summary 2
 - Introduction 2
 - How Does It Work? 2
 - Public Comment Period 3
 - About IAB 3
- I. Eligibility for Participation 4
- II. Scope of Participation 4
- III. Signals 7
- IV. IAB Limited Service Provider Contract Approach to “Do Not Sell My Personal Information”
When Consumers Visit the Digital Property 9
- V. Application of IAB Limited Service Provider Contract Approach to Publisher Digital Property
(Typical RTB Transaction) 11
- VI. Application of IAB Limited Service Provider Contract Approach to Publisher Digital Property
(Direct Sales) 14
- VII. Digital Properties with Builds In-Progress after January 1, 2020..... 15

Executive Summary

Introduction

The California Consumer Privacy Act (CCPA) was enacted to provide California consumers with greater control over how their personal information is collected, used and sold.

IAB organized a multi-stakeholder effort to create a “Framework” for compliance with the CCPA that could be used by publishers and technology companies when engaged in programmatic transactions.

The CCPA is not yet effective nor enforced, and there are provisions of the law that are ambiguous and leave room for interpretation. We recognize that there is no single, agreed upon compliance interpretation of the CCPA. We take no position on any legal conclusion and leave it to industry participants to consult with their own legal counsel.

Rather, the Framework is 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 imposed when the consumer opts-out of a “sale.” Additionally, those publishers that do not “sell” personal information in the delivery of a digital ad can still leverage the Framework due to the service provider relationships that are created and facilitated by it.

While the Framework is intended to support the aforementioned use cases, other use cases and paths to compliance exist. The Digital Advertising Alliance, in partnership with IAB and other trade associations, is also working on compliance tools. We believe that, through collaborative industry efforts, a holistic set of compliance solutions can be made available for companies to adopt depending on each company’s business practices and interpretation of the law.

Additionally, the Framework creates flexibility and optionality for market participants. Publishers that choose not to participate in the Framework can still send the same signals to downstream technology companies of their choosing and downstream technology companies that choose not to participate in the Framework can still engage in transactions with Framework participants. We believe that compliance and flexibility can go hand-in-hand.

How Does It Work?

The Framework requires participating publishers that choose to “sell” the personal information of California residents in the programmatic delivery of digital advertising to include information about the rights of consumers under CCPA, explain in clear terms what will happen to data collected from them, and, importantly, to communicate to downstream technology companies they do business with that such disclosures were given.

It also requires publishers to include a “Do Not Sell My Personal Information” link on their site or app. When a user clicks that link, a signal is sent to technology companies they do business with via a technical mechanism that is being developed by the IAB Tech Lab.

Strict rules apply after the consumer clicks the link, which will be effectuated through a Limited Service Provider Agreement. Not only will the “sale” of personal information cease, but the Agreement will cause downstream technology companies to become service providers of the publisher when the consumer opts-out of the “sale.” 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 (e.g., auditing, detecting security incidents, short term transient use, etc.).

Two significant benefits accrue from the Limited Service Provider 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 to ensure that when the consumer opts-out, limited personal information is only being used for purposes permitted by the statute.

Public Comment Period

The CCPA Compliance Framework was developed by the IAB Privacy and Compliance Unit, which over four months brought together more than 350 legal, public policy, and technical experts from publishers, agencies, brands, platforms, advertising technology companies, and law firms. On October 22, IAB and its affiliated standard-setting organization, the IAB Tech Lab released for public comment the IAB California Consumer Privacy Act Compliance Framework for Publishers and Technology Companies to help digital publishers and their supply chain partners comply with California’s data privacy legislation.

This document is in public comment for 14-days **from October 22 until November 5, 2019**. Please send your comments and feedback to privacy@iab.com by Tuesday, November 5, 2019.

About IAB

The Interactive Advertising Bureau (IAB) empowers the media and marketing industries to thrive in the digital economy. Its membership is comprised of more than 650 leading media companies, brands, and the technology firms responsible for selling, delivering, and optimizing digital ad marketing campaigns. The trade group fields critical research on interactive advertising, while also educating brands, agencies, and the wider business community on the importance of digital marketing. In affiliation with the IAB Tech Lab, IAB develops technical standards and solutions. IAB is committed to professional development and elevating the knowledge, skills, expertise, and diversity of the workforce across the industry. Through the work of its public policy office in Washington, D.C., the trade association advocates for its members and promotes the value of the interactive advertising industry to legislators and policymakers. Founded in 1996, IAB is headquartered in New York City.

This document sets forth the parameters for the IAB CCPA Compliance Framework for Publishers & Technology Companies, which applies to desktop and mobile environments (the “**Framework**”). Although the authors and IAB have made efforts to ensure the accuracy of the material in this Framework 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 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 or supports an RTB transaction in the digital advertising industry is eligible to participate in the Framework by signing the IAB Limited Service Provider Agreement (the “**Agreement**”) (discussed below) (“**Framework Participants**” or “**Signatories**”). Framework Participants, as used herein, include (i) owners of “**Publisher Digital Properties**” (e.g., publishers of web pages and retailers with advertising on their sites or apps, that, in each case a California consumer (a “Consumer”) visits); (ii) downstream Framework Participants (e.g., SSPs, DSPs, ad servers, and agencies) that receive personal information about a Consumer that originates from the Publisher Digital Property; (iii) owners of “**Advertiser Digital Properties**” (e.g., brand entities that also operate/publish a web page); and (iv) downstream Framework 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 Framework Participants that are downstream from the Publisher Digital Property or Advertiser Digital Property are referred to collectively herein as “**Downstream Framework Participants**.”
2. IAB will propagate a list of Signatories to the Agreement through a technology solution (“**Signatory Identification Solution**”).
3. Membership in IAB is not a predicate to participation in the Framework.

II. Scope of Participation

1. This Framework applies to RTB transactions involving the “sale” of Consumers’ personal information only when all participants in a transaction are Framework Participants (“**In-Framework Transaction**”); provided; however, the Digital Property can declare the transaction to be outside of the Framework in a separate agreement with its counterparty. For the avoidance of doubt, when the Digital Property utilizes the Framework, it will be contractually required to send the bid request and accompanying personal information only to other Downstream Framework Participants. Additionally, when a Downstream Framework Participant receives the bid request from the Digital Property, it will be contractually required to confirm that its counterparties are Framework Participants by using the Signatory Identification Solution and pass the bid request and personal information only to Framework Participants.
2. Framework Participants that (i) receive signals from non-participating companies; (ii) receive signals from Digital Properties utilizing contracts outside of the Framework; 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.

a. Examples When the Consumer Does Not Opt-Out

i. **Publisher Digital Property Not a Signatory & Downstream Framework Participants are Signatories**

1. Publisher Digital Property A (not a Framework Participant) sends a signal in the bid request that it provided the Consumer explicit notice and the ability to opt 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 Framework 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 Framework Participant) sends no signal to Downstream Framework Participants about whether it provided the Consumer explicit notice and the ability to opt out. Downstream Framework 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 is a Signatory & Ad Tech Sell-Side Intermediary Not a Signatory**

1. Publisher Digital Property A (a Framework Participant) sends to SSP A (not a Framework Participant) a signal that it provided the Consumer explicit notice and the ability to opt out. SSP A forwards the signal to Downstream Framework Participants, which may choose whether or not to accept the bid request and receive personal information. Should they proceed, such transaction occurs outside of the Framework.

iii. **Publisher Digital Property and Ad Tech Sell-Side are Signatories & Ad Tech Buy-Side Not a Signatory**

1. Publisher Digital Property A (a Framework Participant) sends to SSP A (a Framework Participant) a signal that it provided the Consumer explicit notice and the ability to opt out. SSP A chooses to forward the signal and accompanying personal information to multiple DSPs, including DSP A (a Framework Participant) and DSP B (not a Framework Participant). SSP A's passing of that information to DSP B breaches the Agreement.

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 Framework Participant) sends a signal to SSP A (not a Framework Participant) that the Consumer opted out (an "**Opt-Out Signal**"). SSP A sends the bid request to some Downstream Framework Participants. That transaction occurs outside of the Framework. Note that Downstream Framework Participants will check the Signatory Identification Solution to see if SSP A is a Framework Participant.

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 Framework Participant) sends the Opt Out Signal to SSP A (a Framework Participant). SSP A sends the bid request to DSP A (not a Framework 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 Framework Participant) sends an Opt-Out signal to SSP A (a Framework 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 (iii) will 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” (as defined by CCPA) the personal information they collect to ad tech companies and publishers can participate in the Framework by providing explicit notice and the “Do Not Sell My Personal Information” link, as well as send corresponding signals to Downstream Framework Participants as set forth herein.
5. Publishers that choose to “sell” the personal information they collect is the most common use case for the Framework. However, publishers that choose to not “sell” the personal information that they collect and therefore do not include the “Do Not Sell My Personal Information” link, can participate in the Framework by presetting the signal to opt out for all Consumers who visit the Digital Property. This is particularly important for publishers that do not engage in interest-based advertising.
6. We recognize that participants in the digital advertising industry have different perspectives concerning the scope of the definition of “sale.” For example, certain industry participants believe they can transfer certain personal information of Consumers to those who are not “service providers” (as defined by CCPA) and not have that constitute a “sale.” Certain participants in the industry also have different perspectives concerning who is the “business” (as defined by CCPA) in a transaction. We take no position on legal conclusions, and leave it to industry participants to consult with their own legal counsel. This Framework is intended, with limited exceptions set forth herein, to support those industry participants who choose to “sell” and receive personal information in RTB transactions. Importantly, publishers that choose not to participate in the Framework, because they believe they are not “selling” personal information, can still send signals that they have not provided the Consumer explicit notice or the opportunity to opt-out, and Downstream Framework Participants can independently determine whether to proceed with the transaction outside of the Framework, as set forth in the examples above. Likewise, ad tech companies that choose not to participate in the Framework, because they believe they are “businesses” when collecting information on the publisher’s page, can engage in transactions with Framework Participants, although such transactions will not be supported by the Agreement, because no service provider relationship is created.

III. Signals

1. Signals Sent by Digital Property Pursuant to Section 115(d)
 - a. Under 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 Section 1798.120.
 - b. The Framework will provide for a Yes/No signal: (i) from the Digital Property required to have such a link to all Downstream Framework Participants indicating it provided “explicit notice” and the opportunity to opt out pursuant to Section 115(d) (the “**115(d) Signal**”).
 - c. A Digital Property must either (i) include a “Do Not Sell My Personal Information” link along with explicit notice; or (ii) **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 “Do Not Sell My Personal Information” link shall place such link 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 (1798.135(a)(1) and 1798.140(L)); and
 - ii. in its privacy policy (along with an explanation of the opt-out right) (1798.135(a)(2));
 - iii. 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 in the footer of each page.
 - d. Explicit Notice
 - i. The Digital Property must include a “California Explicit Notice” link or a “DAA California Privacy Notice” icon (when it becomes available) near the “Do Not Sell My Personal Information” link. When the link or icon is clicked by the Consumer, it will show a dialogue box or take the Consumer to another page with the explicit notice. The Digital Property, if it chooses, can supplement the explicit notice pursuant to Section 115(d) with the notice required by Section 100(b). Alternatively, the Digital Property can provide “explicit notice” in the manner specified by the Attorney General in Section 999.306(b) of the draft CCPA Regulations: “A business shall post the notice of the right to opt-out in the Internet webpage to which the consumer is directed after clicking on the ‘Do Not Sell My Personal Information’ or ‘Do Not Sell My Info’ link.” Digital Properties providing explicit notice have the flexibility to determine the precise language that meets the needs of their audience. Additionally, some Digital Properties engage in multiple types of sales beyond programmatic advertising-related transactions that they will also want to provide explicit notice of. At a minimum, Digital Properties providing explicit notice as it relates to programmatic advertising transactions must, in addition to complying with the applicable regulations promulgated by the Attorney General (999.306) (draft), inform the Consumer in the “California Explicit Notice” link that:
 1. It collects personal information when the Consumer visits the Digital Property;
 2. It sells the personal information to partners to deliver ads tailored to the Consumer’s interests;
 3. The Consumer has the right to opt out of the sale by using the “Do Not Sell My Personal Information” link;

4. The opt out is at a device level and how to opt out across different devices;
 5. Opting out of the sale of personal information on the Digital Property through the “Do Not Sell My Personal Information” link does not mean that the Consumer will stop seeing ads, including some interest-based ads. To learn more about interest-based advertising across sites and additional opt-out choices, please go to [insert one or more industry opt out links]
 - a. <http://optout.aboutads.info/#/>
 - b. <http://optout.networkadvertising.org/#>
 - c. <http://www.aboutads.info/appchoices>
 6. In the event the Consumer opts out of the sale, but does not opt out of interest-based advertising, the Consumer may receive ads tailored to his or her interests based upon personal information that (i) pre-dated the opt out by more than 90 days; or (ii) was obtained from other sources from which the Consumer did not exercise that opt-out right; and
 - a. Note: After the consumer opts out of the “sale,” Digital Properties that do not continue serving tailored ads based on personal information for which the consumer did not opt out are not required to make this disclosure]
 7. Additional information about data use can be found in the privacy policy and include a link to such privacy policy.
- e. Sample explicit notice language for use in programmatic transactions:
- We/Publisher/Advertiser/and our advertising partners** collect personal information (such as the cookies stored on your browser, the advertising identifier on your mobile device, or the IP address of your device) when you visit our site (or use our app). We, and our partners, use this information to tailor and deliver ads to you on our site (or app), or to help tailor ads to you when you visit others' sites (or use others' apps). To tailor ads that may be more relevant to you, we and/or our partners may share the information we collect with third parties. To learn more about the information we collect and use for advertising purposes, please see our [link]Privacy Policy.

If you do not wish for us or our partners to sell your personal information to third parties for advertising purposes, select the applicable control from the “Do Not Sell My Personal Information” link provided. Note that although we will not sell your personal information after you click that button, we will continue to share some personal information with our partners (who will function as our service providers in such instance) to help us perform advertising-related functions such as, but not limited to, measuring the effectiveness of our ads, managing how many times you may see an ad, reporting on the performance of our ads, ensuring services are working correctly and securely, providing aggregate statistics and analytics, improving when and where you may see ads and/or reducing ad fraud. If you access this site (or app) from other devices or browsers, visit the link below from those devices or browsers to ensure your choice applies to the data collected when you use those devices or browsers.

Additionally, although clicking the “Do Not Sell My Personal Information” link will opt you out of the sale of your personal information for advertising purposes, it will not opt you out of the use of previously collected and sold personal information (except for personal information sold within 90 days prior to your exercising your right to opt out) or all interest-based advertising. If you would like more information about how to opt out of interest-based advertising in desktop and mobile browsers on a particular device, please visit <http://optout.aboutads.info/#/> and <http://optout.networkadvertising.org/#/>. You may download the AppChoices app at <http://www.aboutads.info/appchoices> to opt out in connection with mobile apps, or use the platform controls on your mobile device to opt out.

2. Opt-Out Signal
 - a. A Digital Property that chooses to provide the “Do Not Sell My Personal Information” link will send a Yes/No signal to demonstrate that the Consumer has opted out (the “**Opt-Out Signal**”) and an accompanying device-level identifier to effectuate such purpose.

IV. IAB Limited Service Provider Contract 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 “Do Not Sell My Personal Information” link on the Digital Property required to have such link, the Framework will effectuate, at a minimum, a prospective one-click device-level opt-out¹ (“**Device-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 a “sale” of personal information related to the delivery of a personalized ad. Therefore, when a Consumer opts out, under the Framework, most Downstream Framework Participants involved in the lifecycle of the impression -- other than “sub processes” discussed below -- 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 (e.g., delivering, measuring, or reporting on personalized ads).
 - b. Digital Properties lack privity with many Downstream Framework 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 Framework Participants enter into a standard industry agreement administered by an IAB entity, 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.²

¹ “Device,” as used herein, refers to a Consumer’s use of either desktop or mobile hardware in one particular instance (i.e., the opt out would apply only to the particular hardware on which the Consumer has clicked the “Do Not Sell My Personal Information” link).

² For purposes of accountability, the service providers of the Digital Properties shall also enter into the Agreement even though they already have privity with the Digital Properties.

- c. An important component of the Agreement is that the Digital Property will need to represent and warrant that:
- (i) it meets the requirements of a “business” as defined in Section 1798.140(c);
 - (ii) it has undertaken reasonable steps to ascertain that the user is a Consumer, as defined in Section 1798.140(g), or has not undertaken steps to ascertain that the user is a Consumer, but assumes that all users on its site are Consumers;
 - (iii) it includes a “Do Not Sell My Information” link along with explicit notice in its Digital Property;
 - (iv) it has placed the “Do Not Sell My Information” link” 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 (1798.135(a)(1) and 1798.140(L)), as well as in its Privacy Policy (along with an explanation of the opt-out right) (1798.135(a)(2));
 - (v) it will communicate to Downstream Framework Participants the applicable signals; and
 - (vi) upon receipt of a proper verifiable consumer request from a Consumer who has exercised his or her right to opt out for an In-Framework Transaction, it will notify Downstream Framework Participants, through a mechanism developed by the IAB Tech Lab or otherwise, of that request when they act as limited service providers.

In lieu of subsections (iii) and (iv), the Digital Property can represent and warrant that it will preset the signal to Opt-Out for all Consumers who visit the Digital Property.

- d. An important impact of the Agreement will be that, except as to personal information sold during the 90 day look-back period (see 999.315(f) (draft)), Downstream Framework Participants (or a Digital Property to the extent it discloses personal information to such Downstream Participants (e.g., a publisher sharing audience data offline)) can supplement bid requests and engage in bid decisioning only with personal information that (i) was available about the Consumer *before* that Consumer (or his or her authorized representative) clicked the “Do Not Sell My Personal Information” link 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.³
- 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 the delivery of an advertisement pursuant to specific business purposes permitted under the CCPA (1798.135(d)(1)-(7)) and in a manner consistent with applicable regulations.
- f. Additionally, with respect to Consumers who opt out, the Agreement will prohibit the use of their personal information for the purposes of (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 Framework Participants to submit to an audit to ensure that representations and

³ For the avoidance of doubt, the opt out pursuant to clicking a “Do Not Sell My Personal Information” link is distinct from a deletion request. A Consumer opting out does not mean that a Consumer has sent a deletion request.

- warranties in the Agreement, including the limitations on the use of data when Consumers opt out, are complied with.
- h. The Agreement will set forth a protocol, as well as the rights and obligations, for facilitating valid, verifiable consumer requests made by those Consumers who opt out.
 - i. The Agreement will include a complete limitation of liability and no indemnification (other than an indemnity in favor of IAB, as the administrator of the Framework). This construct is consistent with the fact that: (i) only a limited private right of action exists under the CCPA (1798.150); (ii) Publisher 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. (1798.145(h)); and (iii) service providers do not have liability for violations of “businesses” for which they provide services (1798.145(h)). Recourse for breaches of the Agreement will include non-monetary remedies, such as injunctive relief and being barred from participating in the Framework; 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.
3. **“Sub Processors”**: 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 “sub processors” the ability to become Signatories and become limited service providers of the Digital Property. Notwithstanding, any Framework Participant must ensure that its vendors have signed the Agreement or passed down to such vendors the CCPA service provider requirements and other related requirements set forth in the Agreement (similar to how processors need to pass down their requirements to sub-processors under the GDPR).
 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 “Do Not Sell My Personal Information” link, 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-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 previously collected third-party data, as long as both are done in a manner consistent with the CCPA.

V. Application of IAB Limited Service Provider Contract 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 business purposes that are permitted under the CCPA and specified in the Agreement (the "**Applicable Business Purposes**")
 - iv. 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 (178.140(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. (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 perform its bid decisioning/response based only on personal information collected about the Consumer *before* the Consumer clicked the "Do Not Sell My Personal Information" link 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 separate agreements with the DSP agreeing to comply with the terms of the Agreement.

- i. The result will be that the creative vendor can use information available about the Consumer to generate a “tailored” creative in that particular instance, strictly pursuant to the Applicable Business Purposes.

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 separate agreements with the DSP agreeing to comply with the terms of the Agreement.
- 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 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. 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 with this specification and other standards. (1798.140(d)(1)).
 - ii. Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity. (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 (178.140(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. (1798.140(d)(5)).

- d. DSPs and other partners 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 Framework Participants (i.e., DSPs and other partners), the same aggregated data they do today.
- e. In circumstances where advertisers need to receive from Framework Participants certain personal information of Consumers who do not opt out, such conduct can continue. In circumstances where advertisers need certain limited event-level data when the Consumer opts out, they can enter into “subprocessor” arrangements with Framework Participants, which constrains the use of personal information.

6. DMPs

- a. Provided that the DMP signs the Agreement, the Publisher Digital Property, either directly or on its behalf, may send 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 Publisher Digital Property’s 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 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. 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 Contract 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 an agreement with the ad server that passes down the terms of the Agreement.
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 after January 1, 2020

1. Certain Digital Properties will seek to participate in the Framework, but might not have the ability to complete their technical build prior to January 1, 2020 ("**In Progress Digital Properties**" or "**IPDPs**").
2. IPDPs can participate in the Framework during that interim period. They must represent and warrant to the IAB that they are actively working on the build; provided, however, IPDSs must have functionality to send a single signal during the interim period -- that all Consumers have opted out.
3. By including such an opt-out preset for all Consumers, IPDPs will not be engaging in a "sale" and can choose not to include the "Do Not Sell My Personal Information" link on their site.
4. Downstream Framework Participants will become limited service providers of IPDPs for all transactions during the interim period, because all Consumers visiting IPDP sites will be treated as opt outs.
5. This interim solution will still provide publisher IPDPs, for example, with the ability to serve targeted ads based upon personal information available about the Consumer collected *before* that Consumer (or his or her authorized representative) visited the IPDP or has been sold to the IPDP from other properties where the Consumer has not opted out.