Good Practice Principles | How Outbrain complies

1. The Buyers and sellers of digital display advertising shall ensure that the transaction is one pursuant to either (a) a Primary Agreement or (b) the specific terms and policies within an agreed or signed contract.

Advertisers (hereinafter referred to as Buyers) that sign the Outbrain Insertion Order (IO) also agree to their Amplify Terms & Conditions (ts&cs) located at: https://www.outbrain.com/uk/legal/amplify-terms/ and also Outbrain’s Advertising guidelines which are located at: https://www.outbrain.com/amplify/guidelines/

Both managed and self-serve buyers agree to the above ts&cs.

In exceptional circumstances, Outbrain may also agree to buyers own IOs and amended ts&cs aligned to Outbrain’s own ts&cs.

Outbrain have signed Partner Enrolment Form with Publishers who agree to the Outbrain Engage ts&cs, these are located at: https://www.outbrain.com/legal/tos#engage-terms

In addition, Outbrain has signed agreements with various partners such as DSPs and will also run a private marketplace of approved Publishers as a programmatic option.

2. A Primary Agreement, or the specific terms and policies within an agreement or signed contract, should include the Buyers’ and Sellers’ intention as to where the advertising should (or should not) appear.

The Buyers and Sellers should select from one or both of the following means to minimise as misplacement:

A. Independently-certified (to JICWEBS standards Content Verification (CV) tool (criteria agreed between the Buyer and Seller pre-delivery); or

B. Appropriate / Inappropriate Schedules (criteria agreed between the Buyers and Sellers pre-delivery).

Agreed IOs contain targeting instructions and intentions of where advertising should (or should not) appear.

Buyers can select where to run their campaigns from Outbrain’s network of approved publishers.

Outbrain will also apply Inappropriate Schedules (Blacklists) supplied by buyers on request.
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<td><strong>3</strong> Sellers should confirm the specific provisions applied to minimise the risk of ad misplacement, irrespective of whether inventory is sourced directly or indirectly. In the absence of specific provisions, then as a minimum, a statement of reasonable endeavours is required.</td>
<td>Outbrain has included its statement of reasonable endeavours to minimise ad misplacement in an email communicated to its clients, this states: “Our direct publisher relationships and proprietary technology put us in a unique position of transparency regarding where our widget runs. We power content recommendations ……so your content benefits from the brand affinity of our publisher network. Further, our publisher partners have control over the types of content they are willing to allow on their sites…” “We support MOAT, IAS and Double Verify brand safety monitoring tags.”</td>
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<td><strong>4</strong> Sellers should be able to explain the process(es) that form the basis of specific provision and/or the reasonable endeavours.</td>
<td>Outbrain’s Amplify Advertisers and Engage Publishers agree to the content restrictions detailed in their ts&amp;c’s mentioned in GPP1 above, these include the following: Amplify Prohibited Categories (Advertisers): “Abortion and Contraception, Adult, Controlled or Illegal Substances, Fake News, Hate Violence or Discrimination, High Risk of Fraud, Malware, Religion, Sexual Enhancers, Unsafe Products or Supplements.” Amplify content restrictions: “Customer shall not, directly or indirectly, provide Content that: (i) is obscene, defamatory, libellous, slanderous, pornographic, violent, profane, indecent or unlawful; (ii) is factually inaccurate, misleading or deceptive; or (iii) facilitates or promotes any type of illegal activity, including without limitation pyramid schemes, gambling, the sale or use of illicit drugs, or discrimination or harassment of any individual or group. Further, each piece of Customer Content shall neither (a) redirect to a destination other than as originally submitted to the Service, and/or (b) be substantially different from the Content originally submitted to the Service.” Engage content restrictions: “Partner represents and warrants that the Partner Site(s) do not and will not contain any Content that is: (i) illegal… (ii) is obscene, defamatory, libellous, slanderous material or material that violates any person’s right of publicity, privacy or personality…” Buyers can select from Outbrain’s list of Publishers and choose which category type or specific publisher to run their campaigns against. Buyers can also restrict the sites they want to run their campaigns against in the Outbrain Platform’s dashboard. (Both Managed and Self-Serve clients). Here buyers can restrict content by site, category or specific keywords. Publishers can also reject the placement of advertising by brand, category or content. Outbrain will run a buyer supplied keyword/publisher/category blacklist by campaign. Outbrain are integrated with Integral Ad Science and Double Verify (Non JICWEBS Certified tools) for monitoring purposes.</td>
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<td><strong>5</strong></td>
<td><strong>Outbrain</strong> takedown procedures are detailed in the terms of use on the Outbrain website <a href="https://www.outbrain.com/legal/terms-of-use">https://www.outbrain.com/legal/terms-of-use</a>. “Outbrain does not control the content on its network however, we require our advertisers to comply with our Advertiser Guidelines. Despite various safeguards, Outbrain recognises that from time to time (i) advertiser content may be in breach of relevant copyright laws, contain references which may be regarded as defamatory, promote fake news and/or contain fraudulent or misleading information or links; or (ii) advertisements may appear alongside content which the advertiser determines is not brand safe or per their guidelines. If you have identified content of this nature, please email <a href="mailto:ipviolations@outbrain.com">ipviolations@outbrain.com</a> with the following information (i) your contact details (ii) the full details of the material in question (iii) the URL where you found the material and; (iv) the reason for your request e.g. complaint about defamatory content. Upon receipt of your notification, Outbrain will comply with the following Notice and Takedown procedure: (a) Outbrain will endeavour to acknowledge receipt of your complaint by email and within 48 hours of receipt...... .....(d) Following the finalization of Outbrain’s investigation, Outbrain may - allow the advertiser to continue to display the content unchanged; or - allow the advertiser to continue to display the content with changes; or - permanently remove the content from its network and usually within 48 hours of Outbrain determining this is the appropriate course of action.” The contractual consequences for ad misplacement are agreed on a case by case basis with the client.</td>
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<td><strong>6</strong></td>
<td><strong>Outbrain</strong> have an internal procedure for handling tracking and monitoring complaints raised under the DTSG Logged Complaint Monitoring Procedure.</td>
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<td><strong>7</strong></td>
<td><strong>N/A</strong></td>
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**Statement of verification provider:**

We have reviewed Outbrain’s policies and procedures for minimising ad misplacement in accordance with the JICWEBS DTSG Good Practice Principles. Our enquiries were designed to independently confirm that the brand safety policies stated have been implemented and clearly documented where required. Our review did not extend to testing the effectiveness of any processes, procedures or controls for ad misplacement.

In our opinion, at the time of our review, Outbrain had established policies to minimise ad misplacement as described in the JICWEBS DTSG Good Practice Principles.
JICWEBS Standard:

DTSG
UK BRAND SAFETY

VALID TO: 
DECEMBER 2020

Verified by:

abc

Address:

ABC Ltd
Saxon House,
211 High Street,
Berkhamsted,
Hertfordshire.
HP4 1AD

About JICWEBS

JICWEBS (Joint Industry Committee for Web Standards) defines best practice and standards for digital ad trading in the UK and our mission is to deliver recognized trust and transparency to the market. JICWEBS is made up of the following trade bodies: Association of Online Publishers (AOP), Internet Advertising Bureau (IAB) UK, ISBA – the voice of British advertisers – and the Institute of Practitioners in Advertising (IPA).

About Digital Trading Standards Group (DTSG)

The Digital Trading Standards (DTSG) is an UK industry body made up of representatives from across the digital display advertising ecosystem, including the buy- and sell-side. The DTSG is comprised of representatives from advertisers, agencies, agency trading desks, demand side platforms, advertising exchanges, sales houses, advertising networks, supply from side platforms and publishers.