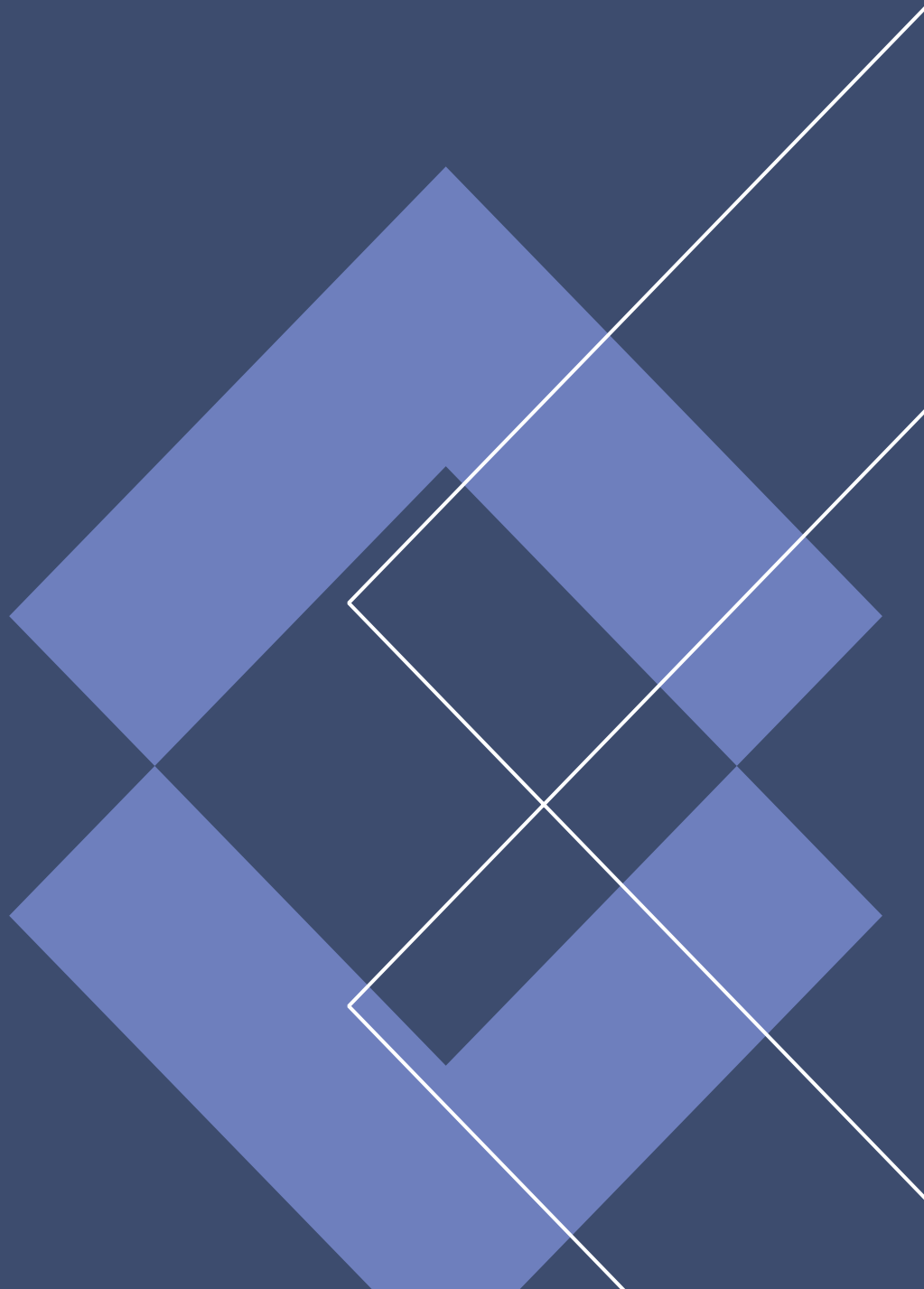




Conditions of Participation

for IP platform certification

by the Certified Senders Alliance (CSA)



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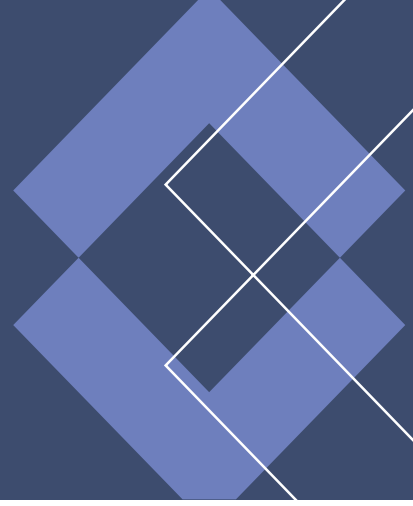
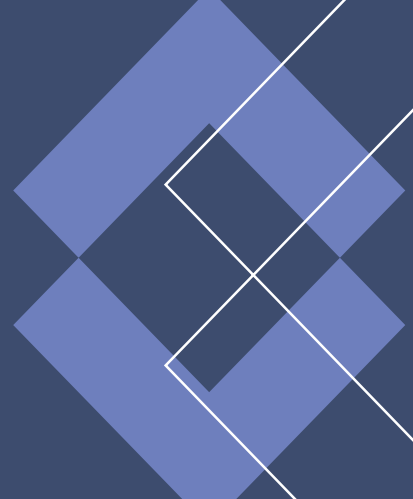


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Preamble

The Certified Senders Alliance (hereinafter referred to as "CSA") is a service provided by eco - Association of the Internet Industry (hereinafter referred to as "eco") in cooperation with the Deutschen Dialogmarketing Verband e. V. [German Dialogue Marketing Association] (hereinafter referred to as "DDV") and was founded in 2004. The CSA aims to establish quality standards for commercial bulk emails in the market and to promote email as a medium through the dissemination of new technologies. The CSA defines commercial bulk emails as those that are usually sent automatically to a large number of recipients and are of a commercial nature. The CSA acts as a neutral interface and point of contact between sending companies and mailbox providers, security providers and email recipients. The cooperation between the two associations ensures support for both email senders and receiving providers.

The CSA's IP platform certification (hereinafter referred to as "IP certification") focuses on the technical security of sending commercial bulk emails and is intended to ensure reliable and secure communication between senders and receiving mailbox and security providers. IP certification is limited to IPv4. It generally improves delivery rates and reduces filtering problems. Participating companies receive access to a monitoring tool (Certification Monitor) with real data from participating mailbox and security providers. This serves to verify authentication mechanisms and to avoid or remedy reputation problems.

These terms and Conditions of Participation contain and regulate the basic contractual framework for companies participating in CSA IP certification. The Conditions of Participation are supplemented by the following documents applicable to IP certification: CSA Criteria, CSA Rules of Procedure and CSA Price List. Together, they form the CSA regulations.

The contract documents for IP certification are available on the CSA website at <https://certified-senders.org/resources/#csa>. The contract offer for participation in IP certification is created individually and is not available on the website.

1. Contracting parties

1.1 eco as contracting party

eco is the contractual partner for participation in CSA certification. The practical implementation of the certification is the responsibility of the CSA business unit at eco.

1.2 Basic participation requirements for companies

The basic requirements for a company¹ to participate in IP certification are:

- The company operates the technical platform that controls the sending of commercial bulk emails. It must be able to control the sending of emails via the infrastructure to be certified and bear responsibility for this.

¹ The term "company" refers to the participant in the certification process or the certified company of IP-Platform-Certification.

- The business model must comply with the ethical principles of the CSA and must not conflict with the further self-regulatory activities of eco or the DDV.
- The company must generally have at least three months of sending history with the sending infrastructure to be certified.
- The certification covers all IPs through which the company sends commercial bulk emails. This gives rise to the further provisions in sections 1.3 - 1.5 of the Conditions of Participation.

1.3 Additional requirements for companies providing email services for third parties

For companies that offer a technical platform for sending commercial bulk emails as a service to third parties, the following applies in addition to section 1.2 of the Conditions of Participation:

- The IP certification of a company that offers various services or products can only be carried out for those IPs that are under the sole control and responsibility of that company. This means that the email traffic running over it takes place via a technical platform that can be controlled by the company itself.
- The company must ensure that the outgoing email servers operated as part of the IP certification can be clearly distinguished from those that do not fall within the area of responsibility of the certified company.

1.4 Additional requirements for companies operating their own sending platform

For companies that use their own technical platform for sending commercial bulk emails, the following applies in addition to section 1.2 of the Conditions of Participation:

- The company must be able to fully control and monitor email delivery using this technical platform. If this is not possible, the company cannot be certified itself.

1.5 Exclusion of hosting providers

Hosting providers cannot be certified with regard to email servers that are offered for rent for independent and autonomous use by their customers due to the requirements in sections 1.2 - 1.4.

2. Rights and obligations of the contracting parties

2.1 Rights and obligations of the CSA

2.1.1 Conduct of the certification process

The CSA coordinates and manages the certification process.

2.1.2 Maintenance of the IP list

The CSA creates an IP list of all certified companies and updates it regularly. The CSA makes this IP list available to participating mailbox and security providers for the purpose of integration into email filter systems and for the provision of data for compliance monitoring. In addition, the CSA may make the IP list available to other cooperation partners in order to receive information for compliance monitoring in return.

2.1.3 Publication of participation in the CSA

The CSA will publish a list of participating mailbox and security providers and certified companies on the CSA website at regular intervals. This list does not claim to be exhaustive, as some providers do not wish to be named.

2.1.4 Monitoring of compliance with the criteria and complaint handling

The CSA checks compliance with the CSA Criteria and CSA Conditions of Participation. To this end, the CSA works together with the eco Complaints Office². The latter receives information and complaints about potential violations and investigates them in accordance with the CSA Rules of Procedure. In addition, the CSA, together with the eco Complaints Office, proactively and independently checks compliance with the obligations applicable to certified companies.

2.1.5 Provision of compliance information (Certification Monitor)

In order to support certified companies in complying with the CSA Criteria and CSA Conditions of Participation, the CSA provides certified companies with information on current compliance in the Certification Monitor as a voluntary service.

2.1.6 Communication with certified companies

The CSA will regularly inform certified companies about relevant developments relating to compliance within the framework of CSA certification. To this end, the CSA is entitled to write to the contact persons and users of the Certification Monitor.

2.1.7 Promotion of exchange between participants

In addition, the CSA will promote communication and the exchange of experiences between certified companies, including by providing digital communication spaces.

² The eco Complaints Office is responsible for processing complaints and information about violations of CSA Criteria and Conditions of Participation by certified companies.

2.1.8 Use of company logos

After successful certification, the CSA requests that the certified company provides its logo. The CSA is entitled to use the submitted logo in connection with the presentation of the CSA, for example on the CSA website. Any further use of the logo shall be subject to individual agreement between the CSA and the certified company.

2.1.9 Issuance and publication of certificates

The CSA issues certified companies with an online certificate confirming the CSA certification of the company and may be used by the company for advertising purposes. The CSA is entitled to publish this certificate on the CSA website.

2.2 Rights and obligations of the company

2.2.1 Notification and upload of IP addresses

The company is obliged to upload all IPv4 addresses and the associated host names (FQDN - Fully Qualified Domain Name) of the email outgoing servers used for commercial bulk mailing, which can be controlled and monitored via its technical platform, to the Certification Manager or Monitor and, if necessary, other CSA tools. IP addresses that belong to the company but whose email dispatch cannot be controlled by its own technology may not be uploaded (see 1.3 of the Conditions of Participation). By uploading the IPs, the company assumes responsibility for sending emails via these IPs.

2.2.2 Permitted use of declared IP addresses

The IPs designated by the company (see section 2.2.1 of the Conditions of Participation) may only be used for sending commercial bulk emails. This is usually the automated sending of emails to a large number of recipients. It is prohibited to assign these IP addresses to specific individuals within the company or to use them for any other purposes, such as general internal company communication.

2.2.3 Status categories for IP addresses

In principle, all IPs uploaded by the company in the Certification Monitor are listed on the certified IP list. Specifically, the following statuses apply:

2.2.3.1 Status assigned by the CSA:

Active: IPs receive the full benefits of IP certification; both internal CSA compliance monitoring and corresponding reporting for the certified company take place.

Failed: IPs do not receive any benefits of IP certification; CSA internal compliance monitoring takes place. Corresponding reporting for the certified company to view only takes place for IPs that have been successfully verified. The CSA assigns this status if basic technical requirements were not met during initial and routine testing and, for example, it cannot be proven that the certified company has control over the uploaded IPs.

Delisted: IPs do not receive any benefits of IP certification; however, CSA internal compliance monitoring takes place, including corresponding reporting for the certified company to view.

Monitored: IPs do not receive any benefits of IP certification; however, CSA internal compliance monitoring and corresponding reporting takes place for the company to be certified to view. This status is only assigned by the CSA for the duration of the certification process.

2.2.3.2 Status that the company can assign:

Parked: IPs do not receive any benefits of IP certification; compliance monitoring takes place, but no corresponding reporting is available for viewing by the certified company.

2.2.4 Parking of IP addresses

The company can also designate unused IPs to the CSA as part of what is known as IP parking. The CSA already provides a unique token for parked IPs. The corresponding IPs are already listed on the certified IP list, but sending emails via parked IPs is not permitted.

IP parking supports the company in its obligation to name all IPs used, whereby the certified company can separate the naming of the IP and the necessary DNS configuration for unused outgoing email servers. The company can carry out the necessary DNS configuration to activate the IPs as part of CSA certification at a later date for parked IPs when the corresponding sending servers are to be used.

2.2.5 Proof of control over IP addresses

The company must have technical responsibility and control over email traffic running via certified IPs (see 2.2 of the Conditions of Participation). Proof of this must be provided for the duration of the certification using one of two alternative options:

Option 1 – Verification of the FQDN of an email server using a token provided by the CSA:

The token must be inserted as a TXT entry in the DNS of the respective host name (FQDN) and remain as permanent proof for the duration of the certification. The TXT entry in the FQDN of the outgoing email server must comply with the following syntax: `CSA-certified-host=<token>`. In the event of termination of the contractual relationship, it is recommended that the token be removed immediately.

Option 2 – Verification via WHOIS entry for the respective IP address:

The name of the certified company must appear as the registering organisation in the WHOIS data and must match the company name specified in the contract. Deviations in terms of the correspondence of the company names may be permitted by the CSA, e.g. in cases where the host named in the WHOIS confirms the use of the IP by the certified company. To this end, the certified company must contact the CSA's account management.

Without appropriate verification, the respective IPs will be listed with the status "failed" on the IP list (see section 2.2.3.1 of the Conditions of Participation).

2.2.6 DNS and FQDN requirements for mail servers

Outgoing email servers must resolve to at least one fully qualified domain name (FQDN according to RFC 4703) in a reverse lookup via PTR. Conversely, the FQDN must contain the IP address of the sending mail server in the A record. The FQDN must be specified in the SMTP dialogue (envelope) with the HELO/EHLO command. The FQDN should not contain the IP address of the server (e.g. `server-80-12-54125.example.org` or `server126.net80-12-54.example.org`).

In addition, the FQDN must be recognisable and legible in its designation as a server of an infrastructure for sending commercial bulk emails and should not look like a disguised, alphanumerically coded identifier similar to a dial-up service.

In the event of an incorrect look-up and reverse look-up, the respective IPs are listed with the status "failed" on the IP list (see section 2.2.3.1 of the Conditions of Participation); this also applies during the certification process.

2.2.7 Requirements for the company website

The company must have a functional website on which the business model and the services or products offered are clearly stated and described.

2.2.8 Legal requirements for sending commercial bulk emails and email content

There is no globally uniform legal regulation for the sending of commercial bulk emails, including with regard to data protection. Rather, specific legal requirements apply in many countries or regions³. It is the responsibility of the company to be aware of the applicable legal regulations and to work towards compliance with them.

The company will also endeavour to ensure that the content of the emails sent does not contravene any legal prohibitions or requirements. The CSA is entitled to issue a warning to the company for sending emails with legally prohibited content, particularly in the following cases (see Section 5 of the CSA Rules of Procedure):

- Depictions of child abuse
- Human trafficking and exploitation
- Terrorist propaganda and instruction
- Illegal drug and arms trafficking

2.2.9 Use of CSA project materials and logos

The company is entitled to use project-related information and logos provided by the CSA free of charge.

2.2.10 Compliance with the CSA Criteria

The company undertakes to comply with the mandatory CSA Criteria in addition to these terms and Conditions of Participation.

2.2.11 Subjection to the CSA Rules of Procedure

The company agrees to follow the CSA Rules of Procedure, including any consequences set out in them.

2.2.12 Proactive notification obligations towards the CSA

The company will proactively inform the CSA of any relevant changes relating to CSA participation. This includes, in particular, changes of name, the appointment of a new CSA contact person, changes to the abuse/complaint contact

³ Non-exhaustive examples include:

For sending within or to EUROPE - GDPR: <https://gdpr-text.com/>

USA - CAN-SPAM: <https://www.ftc.gov/legal-library/browse/statutes/controlling-assault-non-solicited-pornography-marketing-act-2003-can-spam-act>

CANADA - CASL: <https://fightspam-combattrelepourriel.ised-isde.canada.ca/site/canada-anti-spam-legislation/en>

details, changes relating to membership of a partner association (see Price List) and the company's total annual revenue.

3. The certification process

3.1 Application and start of the procedure

In order to participate in IP certification, the company must have successfully completed the certification process. This begins after the signed offer to participate in the CSA has been returned and the examination fee has been paid in full by the company. A further prerequisite for the start of the certification process is that the applicant has a sending history of at least three months⁴.

3.2 Assessment process

The certification process consists of various checks:

The reputation check is based on the IPs provided by the company and associated data made available to the CSA for the purpose of compliance checks by participating partners (see 2.1.2 of the Conditions of Participation).

The other checks are based on the information and documents submitted by the company (in particular, specified IP addresses, sample newsletters and other information). If, after repeated notification during the assessment process, the information submitted contains the same or similar errors, the CSA may set a deadline for the final correction of the errors. If the deadline expires without result, the CSA is entitled to charge a new assessment fee. The same applies if the company fails to submit the required documents despite repeated requests by the CSA.

The CSA is entitled to take into account additional data and information, in particular data and information generally available, as part of the certification process.

3.3 Decision by the Complaints and Certification Committee

Once the CSA has completed the assessment process, the certification application and assessment results are submitted to the Complaints and Certification Committee⁵ (CCC) for a decision on participation in the CSA. The CSA will notify the company of the decision by email.

3.3.1 Granting of certification

Certification will only be granted if a majority of the four members of the CCC approve participation in the CSA.

3.3.2 Rejection due to compliance concerns

The CCC may reject participation if there are reasonable doubts regarding compliance with CSA regulations. If the business model conflicts with the ethical principles of the CSA and/or the other self-regulatory activities of eco or the

⁴ The company must have already sent emails via its mailing infrastructure for three months.

⁵ The CCC consists of four persons and is composed equally of two elected representatives from eco and DDV.

DDV, the CCC may vote against a company's participation even if there are no concerns regarding compliance with other CSA regulations.

3.3.3 Rejection due to ethical conflicts

If the company's business model conflicts with the ethical principles of the CSA and/or the further self-regulatory activities of eco or the DDV, eco is also entitled to terminate a certification procedure without submitting it to the CCC.

3.4 Reapplication after rejection

If a company has been rejected, it may reapply for CSA certification six months after notification of the rejection.

4. Remuneration

4.1 Assessment fee and contribution categories

The amount of the assessment fee and the monthly contributions is specified in the CSA Price List.

The company's annual revenue is generally used to determine the applicable price category. However, the revenue of the parent company of the certified company may also be used as the basis for determining the applicable price category.

This is particularly the case if it is not possible to technically separate the mail servers for a single local entity to be certified (e.g. when using a uniform global infrastructure within the entire group) and the WHOIS entry (using the exact name of the company named in the contract) cannot confirm a clear separation of the individual entities. In this case, the CSA is also entitled to subsequently adjust the one-time assessment fee as part of the certification process, with the result that the company is obliged to make a corresponding additional payment.

In addition, the CSA may adjust the classification into a price category during the year, with the result that the monthly contributions based on the adjusted classification are payable from the next invoice onwards.

4.2 Payment terms

Both the assessment fee and the monthly contributions are due 30 days after invoicing. All payments must be made by bank transfer to the account of eco – Association of the Internet Industry specified in the invoice.

4.3 No refund in case of failed certification

In the event of an unsuccessful certification process, the examination fee will not be refunded.

4.4 Start of ongoing contributions

The obligation to pay the monthly contributions begins when the company is notified that the CCC has approved the certification application (see section 3.3).

The monthly contributions are invoiced quarterly, generally at the beginning of the respective quarter. If participation in the IP certification does not begin on the first day of a quarter, the first quarterly contribution is calculated on a pro rata basis, with 30 days being used for the calculation per month.

4.5 Delisting in case of payment default

If a company is more than 30 days in arrears with payment, the CSA is entitled to temporarily delist the company's IPs without further notice and until the outstanding contributions have been paid in full. In the event of default, the CSA is also entitled to restrict access to the Certification Monitor.

Reinstatement to the certified IP list and reactivation of access to the Certification Monitor will generally take place within five working days of the outstanding amounts being credited.

4.6 Continued obligation to pay despite delisting

The obligation to pay the monthly contributions shall continue even if delisting has taken place due to late payment or in accordance with Section 5 of the CSA Rules of Procedure. It is not relevant whether the company is at fault in accordance with Section 286 of the German Civil Code (BGB)⁶.

4.7 Revenue survey and classification

The CSA reserves the right to conduct an annual revenue survey of certified companies in order to determine the applicable price category (and subsequently to calculate the monthly contributions to be paid). The certified company is obliged to respond to this within the set deadline. The revenue figures provided must reflect the total annual revenue of the company or parent company, regardless of how much of this is generated by email services, and must refer to the previous year. If the certified company fails to comply with this obligation, it will be classified in the highest contribution category of the currently valid Price List for the subsequent monthly contributions due.

4.8 Proof of revenue

The CSA reserves the right to request appropriate proof of revenue from the company. This may include the current annual report or a confirmation of the current revenue figures issued by an auditor or tax advisor.

If the company fails to comply with this obligation, the CSA reserves the right to conduct its own independent research. Should it become apparent that the reported revenues differ, the CSA may claim the difference in fees between the respective contribution categories.

⁶ An English translation of the German Civil Code is here https://www.gesetze-im-internet.de/englisch_bgb/index.html.

5. Contract term/termination

5.1 Contract term and automatic renewal

The contract term is initially one year and begins upon successful certification and corresponding notification to the company. The contract is then automatically extended for a further year unless one of the parties terminates the contract at least three months before the end of the annual term.

5.2 Termination for good cause

The right to terminate for good cause remains unaffected.

5.3 Examples of good cause

Good cause shall be deemed to exist for the CSA if

- the certified company has been excluded in accordance with Section 3 of the Rules of Procedure,
- the certified company is more than 60 days in arrears with payment despite a reminder setting a deadline, or
- the CSA should discontinue the service, in which case any fees paid shall be refunded on a pro rata basis. However, further claims by the certified company are excluded.

5.4 Removal of references to CSA participation after contract termination

After the end of the contract, all references to participation in the CSA by the formerly certified company must be removed from its website or other external representations immediately, at the latest within four weeks. A grace period of six months is granted for printed materials. The company undertakes to pay a contractual penalty of €500.00 for each additional week or part thereof, regardless of fault.

6. Liability

6.1 Liability for intent and gross negligence

Each party shall be liable without limitation for intent and gross negligence, as well as for injury to life, limb or health or under the German Act on Liability for Defective Products⁷.

⁷ An English translation of the German Act on Liability for Defective Products is here https://www.gesetze-im-internet.de/englisch_prodhaftg/index.html.

6.2 Liability for property damage and financial loss

In the event of negligently caused property damage and financial loss, the parties and their vicarious agents shall only be liable in the event of a breach of a material contractual obligation⁸, but the amount of liability shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for this type of contract.

6.3 Exclusion of liability for indirect damages

To the extent permitted by law, the parties shall not be liable for lost profits or indirect damages.

7. Reservation of right to modification

The CSA endeavours to reflect current market developments and best practices in the CSA regulations. Legal, organisational or technical reasons may necessitate changes to the CSA regulations. eco will notify certified companies of changes to the CSA regulations by email six weeks before they come into force and will make the new content available. The amended CSA regulations shall also apply to existing certifications from the date of their entry into force. In this case, however, the certified company shall be entitled to an extraordinary right of termination, whereby any contributions paid in the event of termination shall be refunded on a pro rata basis.

8. Miscellaneous

8.1 Transfer of the CSA

eco is entitled to outsource the CSA to a company in which the association holds at least 50 percent of the shares. The company hereby agrees to any associated transfer of contracts.

8.2 Written form requirement

Amendments to the above agreement must be made in writing. No subsidiary agreements have been made.

8.3 Severability clause

In the event that individual provisions of the agreement are invalid or incomplete, the validity of the remaining provisions shall remain unaffected. An invalid provision shall be replaced by a provision that is valid and comes closest to the meaning and purpose of the provision in question. The same applies in the event that individual points are not regulated.

⁸ Material contractual obligations are those that define the contract and on which the other party can rely.

8.4 Applicable law and jurisdiction

German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. The place of jurisdiction is Cologne, Germany.