

# Conditions of Participation

Conditions for the Participation of Email Senders  
in the Certified Senders Alliance (CSA)

## 1 Preamble

The Certified Senders Alliance (CSA) is a project which was established in 2004 by eco - Association of the Internet Industry (eco) and the Deutschen Dialogmarketing Verband e. V. (DDV) [German Dialogue Marketing Association]. The cooperation of the two associations ensures both the backing of the Internet industry and the support of the direct marketers within the project. Admission to the Certified IP List renders unnecessary the otherwise-required negotiations with each individual participating mailbox and security provider for admission to its own internal list. The listing entry results in the mailbox provider generally not subjecting such messages to its filter mechanisms. A filtration that would stop the email delivery from a listed email Sender can only be carried out through individual user settings or on the part of the mailbox provider for the maintenance of network security and service stability.

These Conditions of Participation regulate the particulars of the participation of email Senders in the CSA.

The Sender can download all relevant contract documents from the CSA website at <https://certified-senders.org/library>. An exception to this is the CSA offer, which is specifically generated for and delivered to the Sender.

## 2 eco's Obligations

- 2.1 eco coordinates the assessment procedure for email Senders and agrees to process incoming applications promptly.
- 2.2 eco provides and maintains the Certified IP List. In addition, eco operates the Complaints Office for violations of project-related obligations, in particular of the CSA Criteria. eco shall also randomly and independently examine whether the certified Senders comply with the obligations incumbent upon them.

In order to support certified Senders to maintain compliance with the CSA Criteria, eco will provide certified Senders with a voluntary service involving the delivery of information and/or tools to keep them informed about current compliance.

- 2.3 eco entitles the certified Senders to use project-related information and logos, which will be made available by eco at no cost.
- 2.4 eco will publish a list of the participating mailbox and security providers and certified Senders on a regular basis.
- 2.5 eco will inform the certified Senders ordinarily once per calendar year on a consolidated basis about all current developments concerning the CSA (e.g. about mailbox and security providers, any changes in regulations which are being planned, press developments and/or further developments of the CSA). For this purpose eco is authorized to contact the main

contact persons of the CSA by email.

- 2.6 In addition, eco will promote communication and exchange between the certified Senders; this also includes making digital communication rooms available.

### 3 Sender's Obligations

- 3.1 The Sender commits to fulfilling the mandatory CSA Criteria in their latest applicable version. Evidence of the fulfillment of the CSA Criteria is to be provided to the CSA during the assessment process through the provision of contractual documents of the sender (for example, General Terms and Conditions).
- 3.2 eco maintains the right to request information on the total annual revenue of the certified Sender for the purposes of calculating the monthly contributions. The Sender is obligated to answer within the set time limit. If the Sender does not comply with this obligation, they will be designated to the highest fee category of the latest applicable price list for the subsequent monthly contributions.
- 3.3 The Sender will proactively inform eco of any changes relevant to CSA participation, including, in particular, changes to the contractual documents in 3.1, the name of the CSA contact person, changes regarding the contact details for abuse/complaints, and the annual revenue of the company.
- 3.4 The Sender agrees to be subject to the Rules of Procedure, including the sanctions provided therein; in particular, it will not assert any claims against eco or the persons involved as a result of decisions pursuant to the Rules of Procedure.
- 3.5 The Sender must create an Abuse/Complaint and Feedback-Loop email address for the IP addresses used by them and notify the CSA of this address. This email address is a freely definable ROLE account, which is designed to receive (possibly) automated complaints or queries from ISPs or recipients. The reaction time for queries from ISPs must not exceed 24 hours on work days.

### 4 Assessment Process

- 4.1 A prerequisite for the start of the assessment process is that the Sender to be certified must demonstrate a six-month history of mailing.
- 4.2 The assessment process consists of three assessments to ensure compliance with the mandatory CSA Criteria: a technical one, a legal one, and a reputation assessment.

eco carries out the technical and legal assessments on the basis of the documents submitted by the Sender for purposes of certification (in particular designated IP addresses, sample

newsletters, general terms and conditions, and other information for obtaining permission). If, after repeated reference during the assessment process, the information submitted shows the same or similar errors (for example technical/legal), eco reserves the right to set a deadline for the final rectification of the error by the Sender. If the deadline expires without success, eco may charge a renewed assessment fee. The same applies if the Sender does not submit the required documents despite a number of requests by eco.

The reputation assessment is carried out by the Complaints and Certification Committee (CCC). This committee is composed of four members, two appointed by eco and the other two appointed by the DDV.

- 4.3 The CCC makes a decision on the Sender's application after a comprehensive assessment has been undertaken. The CCC also considers whether the Sender's business model is in conflict with the ethical principles of the CSA and/or the further self-regulatory activities of eco or the DDV.

Should a majority of the members of the CCC support the admission of the Sender, the Sender will receive confirmation by post or email. From that point on, the monthly contribution is to be paid in accordance with the CSA Price List.

The CCC can, in the case of justifiable doubt regarding compliance with the CSA Criteria, reject the application. Insofar as the Sender's business model is found to be in conflict with the ethical principles of the CSA and/or the further self-regulatory activities of eco or the DDV, the CCC can itself vote against the admission of a Sender into the CSA, even if there are otherwise no concerns with regard to the compliance with the CSA Regulations. Reimbursement of the one-off assessment fee and assertion of any claims for damages are precluded in the event of a rejection.

## 5 IP Updates by the Sender

In accordance with the CSA Criteria, the Sender must always provide CSA/eco with all IP addresses of the outbound email servers. This can lead to a significant increase in the number of named IP addresses. In this case eco reserves the right to a plausibility assessment as well as a renewed reputation assessment. An additional reputation assessment by the ISP representatives represented in the CCC is also permissible.

The exchange of all IPs is not permitted.

## 6 Remuneration

The remuneration and Terms of Payment are based on the Price List.

## 7 Duration of the Agreement / Termination

- 7.1 The duration of the agreement is initially one year, and begins with the successful certification and the announcement of this to the Sender. The agreement is extended thereafter automatically for further one-year-terms, unless one of the parties terminates the contract at least three months before the end of the one-year period.
- 7.2 The right to terminate the agreement due to important cause remains unaffected.
- 7.3 An important cause for eco exists, in particular, if
- the Sender, despite a request and the setting of a reasonable time period for compliance, does not comply with the CSA Criteria, whereby with respect to the legality of the mailing, exclusion from the project is pursuant to the Rules of Procedure.
  - pursuant to the CSA Rules of Procedure, a decision is made to permanently exclude the Sender.
  - the Sender remains more than 60 days in arrears with payment, despite a reminder and the setting of a deadline.
  - eco suspends the project, in which case any remuneration paid will be prorated and refunded. Further claims by the Sender are thereby excluded.
- 7.4 Immediately after the end of the agreement, but no later than within a period of two weeks, the Sender must remove all references to participation from its website or other public representation. For print material, a period of six months is allowed for the material to be replaced. The Sender agrees to pay a contractual penalty in the amount of EUR 500 to eco for each week begun after the deadline, regardless of fault.

## 8 Liability

- 8.1 eco shall be liable for damages only if it has violated an essential contractual obligation (cardinal obligation) in a way that endangers the contract purpose and the damage can be traced back to gross negligence or intent. No liability is accepted for damages in connection with force majeure.
- 8.2 Liability for culpable injury to life, limb or health shall remain unaffected.

## 9 Reservation of Right to Modification

Changes to the contractual general terms set forth here may be rendered necessary due to legal, organizational or technical reasons. This concerns specifically the CSA Criteria and Rules of

Procedure. eco shall give notice in writing by email of any changes six weeks in advance and shall make the new regulations available to the Sender.

In this event, the Sender has the right to an extraordinary termination of the agreement. In this event already paid dues shall be prorated and refunded.

## 10 Miscellaneous

- 10.1 eco is entitled to transfer the project that is the subject of the agreement to a company in which the association holds at least 50% of the shares. The Sender hereby declares that it already agrees to such an assignment of the agreement.
- 10.2 Amendments to this agreement must be in writing. Any supplementary agreements are not affected.
- 10.3 In the event that individual provisions of the agreement are invalidated or incomplete, the validity of the remaining provisions shall remain unaffected. An invalidated provision is to be replaced by one that is valid and that is as close as practicable to the intent and purpose of the one agreed upon. The same applies in the event that individual points have not been covered.
- 10.4 German law shall apply. The United Nations Convention on contracts for the International Sale of Goods does not apply. Place of jurisdiction is Cologne, Germany.