

Conditions of Participation

for email senders for the central white list of the Certified Senders Alliance (CSA)

1 Preamble

The Certified Senders Alliance (CSA) is a project established in 2003 by [eco - Association of the Internet Industry \(eco\)](#) and the [DDV, Deutscher Dialogmarketing Verband e.V.](#) 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 white list renders unnecessary the otherwise-required negotiations with each individual participating Internet service provider (ISP) for admission to its own internal white list. The listing entry results in the ISP 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 ISP for the maintenance of network security and service stability.

These Conditions of Participation regulate the particulars of admission to the white list.

2 eco's Obligations

- a. eco coordinates the admission procedure for email senders and agrees to process incoming applications promptly. In addition, eco operates the complaints office for violations of project-related obligations. eco shall also randomly and independently examine whether the email senders comply with the obligations incumbent upon them.
- b. eco entitles the email senders to use project-related information and logos, which will be made available by eco at no cost.
- c. eco will publish a list of the participating ISPs and email senders on a regular basis.

3 Email Sender's Obligations

- a. The email sender agrees to fulfil the essential admission criteria found in the appendix to this agreement.
- b. The email sender will inform eco of any changes relevant to CSA participation, including, in particular, the name of the CSA contact person, changes regarding the contact details for complaints, and the annual turnover of the company.

- c. The email 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 procedure.

4 Admission criteria

- a. The email sender can download all relevant contractual documents on the CSA website at www.certified-senders.eu. An exception to this is the CSA offer, which is individually generated for and sent to the sender.
- b. eco will examine whether the contractual admission criteria have been met and will request any necessary records and information from the email sender.
- c. If, after repeated instructions and advice, the information submitted shows the same or similar errors (technical/legal), eco reserves the right to set a deadline to conclusively remedy the email sender's errors. If no remedy is forthcoming before the deadline, eco reserves the right to charge a renewed certification fee.
- d. Once all information required for a decision has been submitted, eco forwards the application to the complaints and certification committee (CCC), composed of four members, two appointed by eco and the other two appointed by the DDV, for a decision.

The CCC then, after a comprehensive examination, makes a decision regarding the email sender's application.

- e. Should a majority of the members of the CCC support the admission of the email sender, the email sender will receive confirmation by post or email. From that point on, the monthly certification fee is to be paid in accordance with the CSA Price List.
- f. The CCC can, in the case of justifiable doubt regarding compliance with the CSA Admission Criteria, reject the application. In this case, eco reserves the right to an extraordinary termination of the agreement. Reimbursement of the once-time certification fee and assertion of any claims for damages are precluded, in accordance with Para. 7 (b) and (d) and Para. 8.

5 Remuneration / Terms of Payment

The remuneration and Terms of Payment are based on the Price List in the appendix to these Conditions of Participation.

6 Duration of the Agreement / Termination

- a. The duration of the agreement is one year, and begins with the signing of the offer. The agreement is extended thereafter automatically for further one-year-terms, unless one of the parties gives notice of termination three months prior to the expiration of the respective term of the agreement.
- b. The right to terminate the agreement due to important cause remains unaffected.
- c. Important cause for eco exists, in particular, if
 - the email sender, despite a request and the setting of a reasonable time period for compliance, does not comply with the CSA Admission 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 exclude the email sender.
 - the email 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 email sender are thereby excluded.
- d. Immediately after the end of the agreement, but no later than within a period of two weeks, the email 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 email sender agrees to pay a contractual penalty in the amount of € 500 (in words: five hundred Euro) to eco for each week begun, regardless of fault.

7 Liability

- a. eco shall be liable for damages only if it has violated an essential contractual obligation (cardinal obligation) and has thereby endangered the contract purpose or if the damage can be traced back to gross negligence or intent.
- b. Should the advertent violation of an essential contractual obligation (cardinal obligation) not be the result of gross negligence or intent, the liability is limited to the damage that could reasonably have been foreseen by eco at the signing of the agreement.
- c. Liability for warranty of quality, for personal injury, and by reason of compelling legal provisions remains unaffected.

8 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 Admission Criteria and Rules of Procedure. eco shall give notice in writing of any changes six weeks in advance and shall make the new regulations available to the email sender.

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

9 Miscellaneous

- a. 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 email sender hereby declares that it already agrees to such an assignment of the agreement.
- b. Amendments to this agreement and the removal of the requirement for written form require written form. Any supplementary agreements must be in writing.
- c. 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 - economically - as close as practicable to the one agreed upon. The same applies in the event that individual points have not been covered.
- d. 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.