
ZANOX CODE OF CONDUCT

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1. The zanox Code of Conduct

The zanox Code of Conduct (hereinafter referred to as zanox CoC) is intended as an explanation of the zanox General Terms and Conditions. It has the additional function of a policy recommendation for the mutual agreements between advertisers and publishers in the zanox affiliate network in order to enable fair and transparent partnerships among all parties involved. To this end, it serves as a useful compendium for all parties involved in the network which should be observed in particular to ensure that affiliate marketing remains a valuable and profitable advertising channel for all participants.

The zanox Code of Conduct is furthermore intended as a basis for allowing the members of the network to assess and discuss developments in the affiliate marketing so as to come to a common understanding of what constitutes successful advertising activities and how certain forms of advertising should be assessed. It should therefore be regarded as a „living“ document that will be continually updated and revised by zanox, publishers and advertisers to reflect changing market demands.

Finally, the zanox Code of Conduct explains which advertising activities are permitted. In this respect a distinction is made between “activities liable to agreement” and “inadmissible activities”.

- “Activities liable to agreement” are forms of advertising which, on the basis of their content, their form, quality or particular legal requirements, are normally not desired but which can be permitted through corresponding agreements between zanox and the advertiser as well as between zanox and the publisher in General Terms and Conditions and supplementary agreements.
As long as no supplementary agreements have been made between zanox and the advertiser or the publisher which permit the respective, precisely illustrated advertising activity, this activity is not permitted.
- “Inadmissible activities” are all advertising activities which, on the basis of their content, their form or the underlying methods, are not compatible with the standards of zanox in terms of quality and transparency, or which violate applicable law or the zanox General Terms and Conditions for advertisers and publishers. Inadmissible activities are always forbidden in the zanox network, even if they have been approved or explicitly permitted by a party involved in individual cases.

The zanox NetworkWatch Team monitors the network and asserts the zanox General Terms and Conditions and the zanox CoC with respect to the publishers and advertisers. The team is available to all partners in an advisory capacity and supports programme operators in the monitoring and implementation of the respective programme-specific eligibility requirements.

2. Publisher Code of Conduct

2.1 Inadmissible activities

The following activities constitute a violation of the zanox General Terms and Conditions, the eligibility requirements of our partner programmes, applicable law and normal business practices in affiliate marketing, and are always inadmissible, even if the advertiser approves them. zanox does not tolerate these activities and counters them with sanctions up to the exclusion from the network

2.1.1 Illegal content

Certain contents are fundamentally incompatible with participation in the zanox network. This applies in particular to the following:

2.1.1.1 Illegal content under German law

As a fundamental rule, all content that is illegal under German law is forbidden. This also applies for international publishers with international target groups.

2.1.1.2 One-click hosters

Websites falling within the definition of "illegal content" are those that readily enable users to lodge illegal content for other users, or which provide links to such offerings without closely scrutinising the content or permanently excluding specific users from using the platform.

These particularly include the so-called one-click hosters, share hosters or file hosters without any form of review of the content provided and the offerings connected therewith, such as e.g. search engines or link lists for one-click hosters.

Accordingly, both the registration as an ad space and the acquisition and sale of traffic of such offerings represent a violation of this zanox Code of Conduct and will result in exclusion from the zanox affiliate network.

2.1.1.3 FSK 18 content

Content on ad space which, under the Youth Media Protection Treaty and the Youth Protection Act, must not be made accessible to young people under the age of 18 in Germany, is explicitly forbidden. This applies irrespective of the existence of any access restrictions on the basis of the users' nationality or age.

2.1.2 Misuse of ad media codes

The ad media must be used in the form as provided. Alteration is not permitted. The following activities in particular are inadmissible:

2.1.2.1 Misuse of PPC links

A PPC link may only be used to map interactive ad media contacts as per the definition of this CoC as the basis for a commission claim (see 4.4).

2.1.2.2 Misuse of TPV links

A TPV link may only be used to map passive ad media contacts as per the definition of this CoC as the basis for a commission claim (see 4.4).

2.1.2.3 Inadmissible use of indirect partnerships

zanox offers various products which include indirect partnerships with the respective partner programmes. This is applicable in particular for the products Shop@, Mail@, Paytip and the zanox AdServer.

The tracking links provided here must be used exclusively in the forms and environments offered by zanox.

2.1.3 Attempts to deceive

2.1.3.1 Fictitious ad spaces

The registration of ad space in the zanox network over which the publisher has no right of disposal (which do not „belong“ to him) is not permitted.

2.1.3.2 Multi-accounting

The registration of several accounts in the zanox network without the explicit consent of zanox is not permitted.

2.1.3.3 Lead / sale fraud

Simulation of end customer transactions is not permitted. This includes the following in particular:

- Unauthorised conclusion of transactions on behalf of third parties
- Transactions with data that has been made up or used without authorisation
- Manipulation of tracking information or shop systems for the purpose of simulating a transaction
- Transactions which are made with the intention of subsequent cancellation
- Transactions without payment of the goods or services ordered

2.1.3.4 Click fraud

Any generation of clicks which cannot be attributed to any conscious action by a user is inadmissible.

This includes the following activities in particular:

- Repeated manual clicks
- The use of robots or other automatisms for the generation of clicks
- The falsification of tracking information in order to simulate clicks

2.1.4 Other violations of law

2.1.4.1 National law

Any violation of applicable German law is inadmissible. Publishers operating internationally must also observe the terms of the statutory requirements of the following countries:

- Registered office of the publisher
- Registered office of the advertiser
- Marketing territory of the programme
- Nationality of the target group of the ad space

2.1.4.2 Violation of trademark law to the detriment of third parties

Violations of trademark law are inadmissible. In the event of a justified appeal by the party affected, zanox will block the account at least temporarily.

2.1.4.3 Spyware / Malware

Software which installs itself without a corresponding request to the user or through misleading of the user and/or which performs undesired or harmful functions, or runs completely unnoticed in the background, is forbidden.

This includes in particular functions which:

- send personal data of the user to the manufacturer of the software (call home) or to third parties without the knowledge or consent of the user,
- are used to offer the user products directly,
- manipulate or delete data and files,
- circumvent or impair security software and other security devices (firewalls, anti-virus software etc.),
- hinder or prevent deinstallation of the software or
- make it possible to cause damage or to pursue criminal objectives in another way.

2.1.4.4 Spam

All forms of spam, in particular in e-mails, forum entries, guest books and blogs, are inadmissible.

Publishers are forbidden from sending e-mails with advertising to third parties without their explicit, prior consent as well as from integrating zanox URL codes into e-mails, unless the recipients have given their explicit consent prior to receipt of each e-mail. The publisher must submit the consent of the respective recipient in writing upon request by zanox.

If ad media are used in forum, blog and guest-book entries, the approval of the service provider must be obtained in advance and submitted to zanox in writing upon request.

2.1.4.5 Forwarding to unauthorised third parties

Any use of ad media outside of a registered and approved ad space or the zanox network overall is inadmissible; this includes forwarding to third parties.

2.2 Advertising concepts liable to agreement

Some advertising activities that the zanox systems support require additional communication between advertisers and publishers or may be unfit for certain advertiser business models. Therefore they should only be applied with the explicit consent of the advertiser.

In order for one of the following advertising activities to be deemed permissible, it must be cleared by the advertiser in the zanox user interface at the time of service performance, permitted in the additional eligibility requirements for the partner programme, or the subject of written authorisation to the publisher (see annex).

2.2.1 Special content types

Advertisers normally have very specific ideas about how the appropriate environment for their ad media should look and what content they do not wish to be associated with. It is therefore absolutely required that the website content be specified based on the ICRA filter criteria for all programme applications of the publishers.

The content categories based on the ICRA filter that are relevant to zanox can be found in the annex.

Furthermore, the following content offerings should likewise only be offered with the consent of the advertiser:

2.2.1.1 Sites containing unapproved third-party content

Sites containing third-party content such as articles or reviews or dynamic content such as RSS feeds and whose publication is not subject to editorial review or moderation by the publisher.

2.2.1.2 Sites with approved third-party content

Sites containing third-party content such as articles or reviews or dynamic content such as RSS feeds and whose publication is subject to editorial review or moderation by the publisher.

2.2.1.3 File sharing

Any website whose primary purpose is to enable users to download or exchange editorially reviewed data for free or subject to charge and this is legal.

2.2.2 Special business models

Certain business models that can be conducted using the zanox platform come with strict requirements or have major qualitative differences from regular affiliate marketing due to the type of transaction processing they use. As a result, the following activities should only be conducted in close consultation with the advertiser.

2.2.2.1 Offline marketing

Although it is technically feasible to map offline sales activities using the zanox network, doing so without appropriate approval poses various risks to both advertiser and publisher. In general, offline marketing contradicts the principle of affiliate marketing and is regularly prohibited as well as not eligible for commission ex ante. Only in exceptional cases and with the express permission of the advertiser are such marketing channels allowed in the zanox network.

This applies in particular for:

- Marketing via call centres (inbound and outbound)
- Marketing in stores
- Marketing through street sales
- Marketing through door-to-door selling
- Marketing or resale of the goods and services purchased via zanox ad media over trading platforms such as Ebay
- Any type of marketing in which the publisher or another third party concludes the transaction for the customer

Given approval, the advertiser should ensure that the publisher observes all the requirements and specifications relevant to the marketing channel he has chosen.

2.2.2.2 Incentivised clicks

Users will receive a reward or an incentive whenever they click an advertisement. They normally take the form of sales based rebates or bonus points that can later be redeemed for merchandise or cash payments.

Common forms of reward offered for clicks include:

- Action clicks (clicking is required to access other features)
- Sending of text messages
- Participation in contests or lotteries
- Bonus points awarded to an account that can then be redeemed for merchandise or cash payments once a certain number of points is reached (e.g., paid mail systems with or without clicking requirement)

2.2.2.3 Incentivised free offers

Users will receive a reward or incentive for free and non-binding transactions such as newsletter registrations, offer requests or memberships. They normally take the form of rebates or bonus points that can later be redeemed for merchandise or cash payments.

Common forms of reward offered for these transactions include:

- Transaction is required to access other offered features
- Sending of text messages
- Participation in contests or lotteries
- Bonus points awarded to an account that can then be redeemed for merchandise or cash payments once a certain number of points is reached (e.g., paid mail systems with or without clicking requirement)

2.2.2.4 Bonus or rebate systems

Users will receive a reward or an incentive for purchases or orders. They normally take the form of sales based rebates or bonus points that can later be redeemed for merchandise or cash payments.

2.2.2.5 Third-party networks, GAP publishers

If a network acts as a publisher or advertising activities are undertaken by third parties, in particular sub-publishers, through a zanox partnership, direct participation in the advertisers' partner programmes is only possible if the sub-publishers register with zanox and participate in the advertisers' programmes.

The publisher is responsible for making sure that all the advertising activities in his network meet the requirements of the zanox Code of Conduct and the zanox General Terms and Conditions for Publishers.

This applies in particular for:

- Affiliate networks
- Layer networks
- Traffic brokers

zanox offers the GAP model for these types of cooperation.

2.2.3 Special online advertising forms

There are many options for online advertising. In certain areas, these options produce forms of advertising that differ from traditional affiliate marketing in the type and quality of traffic they bring in. As a result, the following forms of advertising are only allowed with the advertiser's consent.

2.2.3.1 Passive ad media contact (layers, in ads etc.)

Advertising service that serves as a basis for claims for commission and is rendered through passive ad media contact such as layers, pop-ups, pop-unders, in ads and similar ads should be prohibited unless expressly permitted by the advertiser. Additionally, even given approval by the advertiser, the guidelines in the definitions on ad media contacts (see 4.4) must be adhered to.

2.2.3.2 Adware

Adware normally refers to "advertising supported software", i.e. software supported or financed through advertising which is either integrated or supplied as part of a package. It pertains to all software that plays, displays or downloads advertising from the Internet after the software has been installed or while it is being launched.

This includes:

Desktop applications:

Software applications that have been downloaded from the web onto a user's computer and typically provide a product or service such as instant messaging, dating services, emoticons and tools as well as widgets and gadgets. Desktop applications are usually offered in exchange or as a download vehicle for adware.

Toolbars:

A toolbar is a window whose buttons represent tools, menu functions or operations. It can be positioned on the top, bottom or side of a window or it can „float“ and remain anywhere on the user's desktop. Downloadable toolbars often include advertising messages or facilitate the delivery of such messages.

If this software infringes zanox or third-party rights either by adding features or using unfair installation or deinstallation methods, then this will remove any basis for further cooperation with zanox.

The target page that a user wants to access may not be modified by adware in any way. If a page is directly accessed by a user (e.g., by typing in the URL or clicking a link), changing or diverting that page access is only allowed if the user agrees to it after opening the page in question.

The use of adware must be disclosed to both zanox and the advertisers. Such disclosure must also describe how the adware works along with proof that it is not spyware/malware.

2.2.3.3 SEM, sponsored search results etc.

Search engine marketing, keyword buying and similar advertising activities should only be used in consultation with the advertiser.

The use of protected terms and symbols (trademarks) of the advertiser by third parties is fundamentally forbidden, as long and in so far as the advertiser has not explicitly approved the specific use.

3. Advertiser Code of Conduct

There are various measures through which advertisers can contribute towards making affiliate marketing transparent and a pioneering business model for all parties.

3.1 Transparency

In the same manner they expect publishers to keep their advertising activities transparent, the advertisers themselves should also communicate and disclose certain information within the scope of their partner programme.

3.1.1 Disclosure of own SEM activities

To avoid competition with his own publishers, an advertiser should always provide information on the extent to which he conducts his own SEM activities and whether and under what circumstances it is possible for publishers to conduct their own SEM campaigns in addition to these activities.

3.1.2 Specifying the average rate of cancellation for the online shop

The expected rate of cancellation provides an essential way for publishers to decide which programmes can be successfully promoted with their business models.

Hence, an advertiser should always specify and update the average rate of cancellation in his partner programme.

3.1.3 Specifying the cancellation reason for each transaction

In order for a publisher to optimise his own advertising performance and the manner in which relevant target groups are addressed, an understanding of how the cancellation rate is derived and the reasons for regular cancellations is of utmost importance.

The advertisers should therefore specify the reason why a transaction is cancelled whenever possible.

3.1.4 Dealing with partial cancellations

If a customer returns only a part of the goods he has ordered, this should not result in the publisher forfeiting the entire commission or profit sharing amount.

Hence, advertisers should allow partial cancellations to be mapped in the most accurate manner possible. The zanox system offers various technical options for this specific purpose.

3.1.5 Clear eligibility requirements

Affiliate marketing offers various possible advertising services such as pay per click offers, display advertising, e-mail campaigns or inclusion with legal adware offers. Because different advertisers have different requirements regarding the manner in which their partner programmes can be included or used, lack of communication may result in some misunderstandings and undesired activities.

As a result, advertisers should indicate in their programme-specific eligibility requirements which advertising forms are permitted or not permitted and the criteria for the respective decision. For common advertising forms, the zanox user interface allows such information to be specified via the relevant checkboxes.

3.2 Communication

Communication between advertisers and publishers via the zanox network within the framework of the partner programmes is of decisive importance for the success of these programs. Even though advertisers and publishers do not maintain direct contractual relations with each other, certain activities and notifications are indispensable. There are various ways in which the advertiser can increase the appeal of his partner programme.

3.2.1 Daily processing of new publisher applications

For many publishers, receiving a timely, ideally daily, response to programme applications is an important quality benchmark when collaborating with advertisers.

3.2.2 Providing timely information to the publisher on overarching marketing activities (display, print, TV, vouchers, catalogue shipping etc.)

Publishers with extensive reach can greatly benefit from having information on advertising measures in other channels and use that information to help the advertiser increase his sales through campaign coordination.

It is therefore recommended that advertisers inform their publishers in advance of any cross-channel marketing measures such as print or TV campaigns. Advertisers can likewise benefit greatly from early information to the publishers on special actions such as vouchers or similar offers. Aligning the shipment of catalogues with the advertising activities of the publisher can also be mutually beneficial.

3.2.3 Timely release of transactions

To ensure sufficient planning security for their advertising activities, publishers must be able to count on transactions brokered and tracked also being processed and released in a timely manner, in order to enable confirmation and payment by zanox.

Consequently, the advertisers should ensure sufficient cover in their accounts at all times in order to prevent payment being delayed through zanox not issuing a confirmation due to a lack of cover.

Confirmation times of two weeks for leads and a maximum of 4 weeks for sales have become established as industry standard and, ideally, should not be exceeded.

3.2.4 Establishing security

Publishers are sometimes the target of warnings such as cease and desist notices. In such cases, warning is given for the allegedly unauthorised use of advertising images or other infringements of competition laws which, ultimately, need to be assigned to the advertiser. Due to the costs involved, publishers are at risk for cooperating with advertisers who do not take the necessary precautions in this regard. This is the case if, for example, the ad media provided by the advertiser violate the above legal regulations. It is therefore recommended that advertisers make sure that the advertising activities and materials of their partner programs meet the legal requirements of the respective jurisdictions they want to advertise in.

3.2.5 Flexible/multiple models of conditions

The business models of publishers may vary in terms of form and effectiveness.

Hence, it is advisable to offer several different models of conditions and, if possible, to make these models compatible as a single model for the business models of well-performing publishers.

3.3 Offers

An advertiser can increase his appeal to professional and successful publishers by optimising the partner programme he offers. To this end, the following measures are recommended:

3.3.1 Up-to-date and complete catalogue of ad media

The advertising environments of publishers are extremely diverse and hence require the widest array of available ad media. Every advertiser should therefore provide a catalogue of all common ad media formats in the zanox user interface.

The following options in particular should be provided through ad media in addition to the usual formats included in the programme catalogue:

- Direct links to the category pages of a shop as static links
- Dynamic deep links
- Search deep links

3.3.2 Maintenance-free ad media

Ideally speaking, the ad media for publishers should only have to be set up once and then remain valid and functional without further maintenance.

3.3.3 Offering a complete range of marketing options

Addressing a customer in a more specific manner increases the chances of generating sales through that customer. Hence, advertisers should generally use all possible marketing options available to them.

In particular the offer of product data is suitable for operation of successful partner programmes with various publishers such as operators of price search engines.

3.3.4 Up-to-dateness of the offer

Given the fact that remuneration is only paid in the zanox network for the demonstrable success of an advertising activity, the only offers relevant to the publishers in terms of bonuses are those that can be used by customers. If special offers are no longer available or actions have expired, the publishers attract customers who no longer lead to commission.

Advertisers should therefore ensure that the products and actions offered via the network are updated at all times. Publishers should be informed in advance of any time-limited actions so that they can adjust their advertising activities accordingly.

3.3.5 Legal admissibility of an offer

Publishers are not responsible for checking the legal admissibility of the offers provided by the advertiser.

Advertisers should therefore always ensure that the advertising options, products and forms they offer do not pose any legal risk for the publisher. Explicit references should be made to any special circumstances such as inadmissibility in certain target markets.

3.3.6 Remuneration for all products offered online

In general, a publisher assumes that he will receive an appropriate commission for each customer that he brokers to the advertiser in accordance with the zanox General Terms and Conditions for Publishers and any programme-specific eligibility requirements of the advertiser.

As a result, a commission should be paid to the publisher for all products that can be purchased via the shop by end customers. If goods or services have different commission rates due to different margins, this should be reflected in the different models of conditions in the zanox user interface.

3.3.7 Optimised website / shop site

After a publisher has redirected a potential customer to the advertiser page, it is the advertiser's task to turn this potential customer into a buyer. How effective a website is at doing this is reflected in the conversion rate, which is an important quality benchmark for the publisher when assessing a partner programme.

Advertisers should therefore design their websites to ensure the highest possible rate of conversion.

Here are some ways of improving the conversion rate of a website:

- Reducing and clarifying the steps required to place an order
- Only ask for customer details that are absolutely necessary/demanded by law
- Avoid distracting links during the order process
- Display the shipping and payment methods in a transparent manner

3.3.8 No distracting order methods

The concept of performance-based compensation for advertising services depends on customers noticing an advertiser through advertisements by the publisher and then concluding transactions in a manner that allows tracking. Otherwise, the publisher receives no compensation and, in the event of frequent occurrence, could discontinue advertising of any such programme.

Advertisers should therefore prevent customers from being redirected to their offer via this channel and then offering alternative ordering options that do not allow tracking. Allowing orders to be made by telephone or similar means should be avoided in particular.

4. Annex

4.1 Consent to activities liable to agreement

zanox works on the basis of the principle of contractual freedom. Advertisers are therefore free to permit certain advertising activities provided these are not inadmissible activities as per point 2.1.

4.1.1 Agreement concerning the zanox user interface

The zanox user interface already offers publishers the possibility of declaring deviating advertising activities for part of the activities liable to agreement. This is done when applying for the specific partner programme. The advertiser consents to the deviating activities through acceptance of the application for the partner programme.

This is possible, for example, via the content definition using ICRA filter criteria and special models such as bonus rebate systems or adware.

4.1.2 zanox GAP

Through its GAP ("Global Alliance Partner") model, zanox offers a basis for agreements on participation for networks and similar models. It enables easy mapping of some of the activities liable to agreement and the terms and conditions attached thereto; these are also recognisable in the zanox user interface.

4.1.3 Other approvals

For activities which cannot be declared via the zanox user interface or a GAP agreement, zanox recommends permitting certain advertising activities with the respective advertiser and publisher by way of a written supplementary agreement.

The approval should contain the following information:

- Complete contact data of the publisher
- User name of the publisher
- Ad space(s) of the publisher
- Complete contact data of the advertiser
- Programme concerned
- Term of the agreement
- Precise description of the admissible deviations and of the terms for admissibility
- Signature of the publisher or of a representative authorised to sign
- Signature of the advertiser or of a representative authorised to sign

4.2 Compliance

4.2.1 zanox NetworkWatch

In the NetworkWatch Team, zanox offers an internal Compliance department which investigates independently and supports the Key Account Managers, advertisers and publishers in clarifying appeals.

The team has various technical evaluation means and sanctions at its disposal for the performance of its duties so as to detect and avert violations at an early stage.

4.2.1.1 Principles of the work of NetworkWatch

The zanox NetworkWatch Team is obliged to comply with the Code of Conduct and the respective eligibility requirements of the network and the programmes.

In particular in cases of appeals against ongoing business activities, there is a weighing up of interests in order to ensure that appropriate account is taken of both the action for injunction by an appellant (usually the advertiser) as well as of the justified economic interests of the other parties involved.

The zanox NetworkWatch Team is obliged to clarify all appeals immediately in order to remove any disturbances as quickly as possible.

4.2.1.2 Cooperation with prosecuting authorities

Alongside the legal department, zanox NetworkWatch is the authoritative contact body for questions from investigation authorities.

4.2.2 Obligations of the publisher

4.2.2.1 Evidence of identity and authority to represent

Upon request, the publisher will provide the zanox NetworkWatch Team at short notice with documents as evidence of his own identity and of his authority to represent any companies stated in the account.

4.2.2.2 Responsibility for third-party advertising services

If the advertising activities of the publisher are performed by a third party, the publisher shall warrant zanox that he will enforce the zanox General Terms and Conditions, the respective programme-specific eligibility requirements of the advertiser and the zanox Code of Conduct for the third party in question. The publisher shall be liable for violations committed by the third party that he has assigned to undertake concrete advertising activities.

4.2.2.3 Notice & take down policy

zanox assumes that publishers pursue a "notice & take down policy". Upon initial approach by zanox, a publisher should therefore discontinue the specific advertising activity mentioned immediately and refrain from it until such time as the compatibility with the zanox General Terms and Conditions, this CoC and applicable law has been clarified. In such cases, there will be no temporary blocking of the publisher account except in cases of inadmissible advertising activities as per point 2.1 of this CoC. The publisher shall then have the opportunity to explain or demonstrate within 14 days that the specific advertising activity is a permitted activity or an activity that has been explicitly approved by the advertiser.

If this is possible, the matter will be considered settled and the advertising activity can be continued.

If this explanation or demonstration is not successful, the account will be blocked.

4.2.3 Sanctions

The NetworkWatch Team has various means of reaction and sanctions at its disposal for enforcing the zanox Code of Conduct and the eligibility requirements.

As a fundamental rule, publishers will be informed of sanctions by e-mail and will be given the opportunity of commenting within an appropriate deadline.

4.2.3.1 Warnings

In the event of less serious or initial violations, a warning will usually be issued requiring the parties involved to rectify a violation or, in the case of activities liable to agreement, to bring about corresponding clarification with the advertiser as quickly as possible.

4.2.3.2 Blocking of payments

A block on payments will usually be imposed if publishers have been caught committing one-off or less serious violations and these are neither discontinued nor legitimated through an agreement with the respective advertiser following a corresponding warning. If the matter is resolved in this way, the block on payments will be lifted immediately.

4.2.3.3 Blocking of accounts

An account is usually blocked in the event of repeated or other violations, or if called for on the basis of the nature of the violation in order to avoid possible risks or to rectify the violation.

4.2.3.4 Ordinary termination

If the zanox NetworkWatch Team no longer sees sufficient potential for a partnership on the basis of the zanox General Terms and Conditions and the Code of Conduct, if repeated warnings have been issued or if, in view of the overall circumstances, continued cooperation is no longer reasonable for zanox, notice of ordinary termination will be served. In such cases, the advertising activity will usually be discontinued immediately and any outstanding balance paid out. The publisher will also be prohibited from re-registering in the zanox network ("network ban").

4.2.3.5 Network ban

In the event of termination as well as in the event of final account blocking, a network ban will be imposed on the publisher in all cases.

As a result, the publisher will be forbidden from re-registering with zanox. In the event of registration nevertheless, the account will be blocked immediately. In such cases there will be no entitlement to remuneration from the very outset.

4.2.3.6 Contractual penalties

In the event of serious violations (misuse as defined in point 5 of the zanox General Terms and Conditions for Publishers or violations of applicable law), the publisher shall incur the contractual penalty as per point 5.2 of the zanox General Terms and Conditions for Publishers.

4.2.3.7 Pursuit under civil and criminal law

In all cases, zanox reserves the right to pursue violations under civil and criminal law.

4.3 ICRA filter

The ICRA filter allows advertisers to exclude specific website content from applying to the partner programme. Publishers have the option of adjusting the filter separately for each registered ad space and thereby distancing themselves from the listed content. All information on the ICRA filter must be up-to-date and accurate.

The ICRA filter used by zanox enables the exclusion of the following content categories:

- Chat
- Chat – moderated and suitable for children and young adults
- Language use – sexual language

- Language use – profane language or blasphemy
- Language use – moderately strong language
- Depictions of nudity and sexual content – erections or detailed depictions of female genitalia
- Depictions of nudity and sexual content – male genitalia
- Depictions of nudity and sexual content – female genitalia
- Depictions of nudity and sexual content – female breast
- Depictions of nudity and sexual content – exposed backside
- Depictions of nudity and sexual content – visible sexual intercourse
- Depictions of nudity and sexual content – sexual intercourse depicted or implied in a veiled manner
- Depictions of nudity and sexual content – visible touching of sexual organs
- Depictions of nudity and sexual content – passionate kissing
- Other subject areas – positive portrayal of tobacco goods
- Other subject areas – positive portrayal of alcohol
- Other subject areas – positive portrayal of drugs
- Other subject areas – gambling
- Other subject areas – positive portrayal of weapons
- Other subject areas – call for discrimination or violence against people
- Other subject areas – content that may set a bad example for children
- Other subject areas – content that may adversely influence children
- Depictions of violence – sexual violence/rape
- Depictions of violence – blood or bloodshed, people
- Depictions of violence – blood or bloodshed, animals
- Depictions of violence – blood or bloodshed, imaginary figures (including animations)
- Depictions of violence – people being killed
- Depictions of violence – animals being killed
- Depictions of violence – imaginary figures being killed (including animations)
- Depictions of violence – people being wilfully injured
- Depictions of violence – animals being wilfully injured
- Depictions of violence – imaginary figures being wilfully injured (including animations)
- Depictions of violence – wilful damage to property

4.4 Definitions of ad media contacts

4.4.1 Interactive ad media contact

An interactive ad media contact exists if the user knowingly and deliberately interacts with an ad. This can mean clicking a banner, using an animation or opening a page peel, for example.

Closing or in any way hiding, removing or reducing an ad does not constitute an interactive ad media contact. Accidental interactions such as automatically expanding an ad via mouse-over also do not constitute an interactive ad media contact.

4.4.2 Passive ad media contact

A passive ad media contact exists when a commission is claimed for an advertising service without the user knowingly or deliberately interacting with an ad.

Examples of passive ad media contacts include:

- All types of display advertising
- Layer advertising
- Pop-ups
- Pop-unders

In order to claim a commission for a passive ad media contact, the ad media contact should fulfil a variety of requirements regarding the size of the ad, the display time, a one contact policy, visibility and the validity of the tracking solution used. These requirements are specified in the following.

4.4.3 Size requirements

The size and type of an ad is not significant for an interactive ad media contact given that such contacts are made with the user's knowledge.

A passive ad media contact should only occur if the ad satisfies the following minimum size requirements of the IAB standard:

- Banners and buttons starting with half banners (234 x 60),
- All rectangle and pop-up formats,
- All skyscraper formats.

4.4.4 Rotations

If an interactive ad media contact is the result of a rotation, it should only be considered eligible for commission for the special ad where interaction was specifically involved.

A passive ad media contact should never occur as the result of a rotation.

4.4.5 Visible area

The validity of an interactive ad media contact does not require the ad to be placed in a visible area of the ad space. A passive ad media contact must only be counted and remunerated if the relevant ad appears in the immediately visible area of the ad space.

Based on the most commonly used monitor resolution of 1024 x 768, zanox views the top left 955 x 600 pixels of an ad space as the visible area of an ad space.

4.4.6 One contact policy

Only one passive ad media contact may occur each time a page is accessed. Specifically, this means that no more than one cookie can be set for a passive ad media contact when a page is accessed, regardless of whether this cookie is placed in various areas of the page, pop-ups, pop-unders or layers.

An exception is made when the relevant advertisers have approved the use of triple banners. In such cases, up to three ad media contacts may occur per page access.

4.4.7 Permitted tracking solutions for passive ad media contacts

Generally speaking, passive ad media contacts may only be mapped through zanox TPV links. The relevant links are provided to the publisher upon request and with the consent of the advertiser.