

Self-Regulatory Principles for Multi-Site Data



DIGITAL ADVERTISING ALLIANCE

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Self-Regulatory Principles for Multi-Site Data

These Self-Regulatory Principles for Multi-Site Data augment the Digital Advertising Alliance (“DAA”) Self Regulatory Principles for Online Behavioral Advertising (“OBA Principles”) by covering the prospective collection of Web site data beyond that collected for Online Behavioral Advertising. The existing OBA Principles and definitions remain in full force and effect for Online Behavioral Advertising and are not limited by the following items.

The OBA Principles already restrict the collection or use of data for OBA purposes after a consumer exercises choice. These Multi-Site Data Principles extend beyond collection of data for OBA purposes and apply to all data collected from a particular computer or device regarding Web viewing over time and across non-Affiliate Web sites.

Any entity engaged in the collection of Multi-Site Data will be subject to the DAA accountability mechanisms for engaging in practices that do not adhere to these additional principles. These principles will ultimately be integrated with the Self-Regulatory Principles for Online Behavioral Advertising and the commentary for such Principles where relevant will apply to Multi-Site Data. References to such commentary are referenced in some instances in this document.

I. LIMITATIONS ON THE COLLECTION OF MULTI-SITE DATA

The collection of data for Online Behavioral Advertising is covered by the OBA Principles. A Third Party or Service Provider that collects Multi-Site Data, or transfers such data to a non-Affiliate, for purposes other than Online Behavioral Advertising covered by those Principles should provide consumers with transparency and consumer control except as follows:

A. FOR OPERATIONS AND SYSTEM MANAGEMENT PURPOSES, INCLUDING:

1. intellectual property protection;
2. compliance, public purpose and consumer safety;
3. authentication, verification, fraud prevention and security;
4. billing or product or service fulfillment; or
5. Reporting or Delivery;

B. FOR MARKET RESEARCH OR PRODUCT DEVELOPMENT, OR

C. WHERE THE MULTI-SITE DATA HAS OR WILL WITHIN A REASONABLE PERIOD OF TIME FROM COLLECTION GO THROUGH A DE-IDENTIFICATION PROCESS.

Both a Third Party and Service Provider should provide consumer control through the corresponding method for each entity as set forward in III. A. and III. B. of the OBA Principles.

An entity would not be in violation of this provision if the entity transfers such data with a reasonable basis for believing that it will be used for a purpose enumerated in I. A–C.

II. RESTRICTIONS ON THE USE OF MULTI-SITE DATA FOR ELIGIBILITY FOR EMPLOYMENT, CREDIT, HEALTH CARE, OR INSURANCE

Notwithstanding any other provision, a Third Party or Service Provider should not collect, use, or transfer Multi-Site Data for the following purposes:

A. EMPLOYMENT ELIGIBILITY

Determining adverse terms and conditions of or ineligibility for employment, promotion, reassignment, sanction, or retention as an employee.

B. CREDIT ELIGIBILITY

Determining adverse terms and conditions of or ineligibility of an individual for credit.

C. HEALTH CARE TREATMENT ELIGIBILITY

Determining adverse terms and conditions for or ineligibility of an individual to receive health care treatment.

D. INSURANCE ELIGIBILITY AND UNDERWRITING AND PRICING

Determining adverse terms and conditions of or ineligibility of an individual for insurance, including, but not limited to, health insurance.

An entity would not be in violation of this provision if the entity transfers such data with a reasonable basis for believing that it will not be used for a purpose enumerated in II. A–D, and the recipient then misuses the data for a purpose that is prohibited by this provision.

III. SENSITIVE DATA

A. CHILDREN

Third Parties or Service Providers should collect and use “personal information,” as defined by the Children’s Online Privacy Protection Act (“COPPA”) from children under the age of 13 as compliant with COPPA, unless such collection or use is otherwise exempted by COPPA.

B. HEALTH AND FINANCIAL DATA

Except for operational or systems management purposes (including those enumerated in I. A. 1–4), a Third Party or Service Provider should not collect and use Multi-Site Data containing financial account numbers, Social Security numbers, pharmaceutical prescriptions or medical records about a specific individual without opt-in consent. Pharmaceutical prescriptions or medical records that are de-identified as set forth in HIPAA Privacy Rule, 45 C.F.R. 164.514, are not limited by this subsection.

IV. ACCOUNTABILITY

The limitations and restrictions on the collection or use of Multi-Site Data are within the scope of the DAA accountability programs.

Third Parties and Service Providers may also complete an assurance review to demonstrate compliance with these Multi-Site Data Principles subject to evaluation for sufficiency by an accountability program, as described below. In such instances, such assurance shall be performed by a qualified, objective, and independent professional service using procedures and standards generally accepted in the profession.

The DAA qualified independent professional service shall apply assurance criteria to substantiate compliance with these Multi-Site Data Principles. For non-Online Behavioral Advertising Multi-Site Data, the accountability programs shall treat such an assurance review as substantiation for the Third Party or Service Providers' compliance to the extent that the accountability program determines that the report is reliable and addresses the issues within the scope of an accountability program's compliance responsibilities. In assessing the assurance review, an accountability program may request information reasonably necessary to determine the scope and reliability of the assessment report.

V. DEFINITIONS

A. DE-IDENTIFICATION PROCESS

Data has been De-Identified when an entity has taken reasonable steps to ensure that the data cannot reasonably be re-associated or connected to an individual or connected to or be associated with a particular computer or device.

An entity should take reasonable steps to protect the non-identifiable nature of data if it is distributed to non-Affiliates and obtain satisfactory written assurance that such entities will not attempt to reconstruct the data in a way such that an individual may be re-identified and will use or disclose the de-identified data only for uses as specified by the entity.

An entity should also take reasonable steps to ensure that any non-Affiliate that receives de-identified data will itself ensure that any further non-Affiliate entities to which such data is disclosed agree to restrictions and conditions set forth in this subsection V.A.

B. DELIVERY

Delivery is the delivery of online content, advertisements or advertising-related services using Reporting data. Delivery does not include the collection and use of Reporting data when such data is used to deliver online advertisements or advertising-related services to a computer or device based on the preferences or interests inferred from information collected over time and across non-Affiliate sites because this type of collection and use is covered by the definition of Online Behavioral Advertising.

C. FIRST PARTY

A First Party is the entity that is the owner of the Web site or has Control over the Web site with which the consumer interacts and its Affiliates.

The actions of agents and other entities that similarly perform business operations of First Parties are treated as if they stand in the shoes of First Parties under these Principles and thus such actions are not included in Multi-Site Data.

D. MARKET RESEARCH

Market Research means the analysis of: market segmentation or trends; consumer preferences and behaviors; research about consumers, products, or services; or the effectiveness of marketing or advertising. A key characteristic of market research is that the data is not re-identified to market directly back to, or otherwise re-contact a specific computer or device. Thus, the term “market research” does not include sales, promotional, or marketing activities directed at a specific computer or device.

Any contact back to a computer or device that is based on an aggregate use of data that may have been collected from such computer or device is not disqualified from being “market research” because data collected from such computer or device was included in the aggregate use.

E. MULTI-SITE DATA

Multi-Site Data is data collected from a particular computer or device regarding Web viewing over time and across non-Affiliate Web sites.

For the same reasons set forth in the OBA Principles, contextual advertising or data collection based on a consumer's current visit to a Web page or search query is not included within the scope of Multi-Site Data or these Principles.

F. PRODUCT DEVELOPMENT

Product Development means the analysis of: (i) the characteristics of a market or group of consumers; or (ii) the performance of a product, service or feature, in order to improve existing products or services or to develop new products or services. Like Multi-Site Data used for Market Research, such data used for product development is not re-identified to market directly back to, or otherwise re-contact a specific computer or device.

Any contact back to a computer or device that is based on an aggregate use of data that may have been collected from such computer or device is not disqualified from being "product development" because data collected from such computer or device was included in the aggregate use.

G. REPORTING

Reporting is the logging of Multi-Site Data on a Web site(s) or the collection or use of other information about a browser, operating system, domain name, date and time of viewing of the Web page or advertisement, impression information for:

- Statistical reporting in connection with the activity on a Web site(s);
- Web analytics;
- Optimization of location of ad and media placement;
- Reach and frequency metrics (*e.g.*, frequency capping);
- Ad performance; and
- Logging the number and type of advertisements served on a particular Web site(s).

H. SERVICE PROVIDER

For purposes of these Multi-Site Data limitations, an entity is a Service Provider to the extent that it collects and uses data from all or substantially all URLs traversed by a web browser across Web sites in the course of the entity's activities as a provider of Internet access service, a toolbar, an Internet browser, or comparable desktop application or client software and not for its other applications and activities.

Employers are not Service Providers with respect to data collected regarding employees in the employment context.

I. THIRD PARTY

An entity is a Third Party to the extent that it collects Multi-Site Data on a non-Affiliate's Web site.

As described in the OBA Principles, in certain situations where it is clear that the consumer is interacting with a portion of a Web site that is being operated by a different entity than the owner of the Web site, the different entity would not be a Third Party for purposes of the Principles, because the consumer would reasonably understand the nature of the direct interaction with that entity.

The situation where this occurs most frequently today is where an entity through a "widget" or "video player" enables content on a Web site and it is clear that such content and that portion of the Web sites is provided by the other entity and not the First Party Web site. The other entity (e.g. the "widget" or "video player") is directly interacting with the consumer and, from the consumer's perspective, acting as a First Party. Thus, it is unnecessary to apply to these activities the Principles governing data collection and use by Third Parties with which the consumer is not directly interacting.

