



Conditions of Participation

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

between

eco - Verband der deutschen Internetwirtschaft e.V., Lichtstr. 43h, 50825 Cologne,
represented by the Managing Director Harald A. Summa,

hereafter named „eco”,

and

Company Name: _____

Address: _____

Represented by: _____

Contact person: _____

Contact details: _____

hereafter named „bulk mailer”,
„eco” and „bulk mailer” hereafter named „the parties”.

1 Preamble

- a. Within the context of the white list project of the Trusted Network of the Anti Spam Task Force, eco shall maintain a white list of bulk mailers who have agreed to comply with the admission criteria for bulk mailers. Admission to the white list renders unnecessary the otherwise-required negotiations with each individual participating ISP for admission to its own internal white list. The listing entry results in the ISP generally not subjecting such notices to its filter mechanisms. A filtration that would stop the email delivery from a listed bulk mailer can only be carried out through individual user settings.
- b. The bulk mailer is interested in being added to this white list.
- c. By means of this agreement, the parties shall regulate the particulars of the admission to the white list.

2 eco's Obligations

- a. eco shall coordinate the admission procedure for bulk mailers and agrees to process incoming applications promptly. In addition eco shall operate the complaint center for violations of project-related obligations. eco shall randomly check if the bulk mailers comply with the obligations incumbent upon them.
- b. eco shall entitle the bulk mailers 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 bulk mailers at least once per month.

3 Bulk Mailer's Obligations

- a. The bulk mailer agrees to fulfil the required admission criteria found in the appendix to this agreement; in particular, to send e-mails exclusively to those addressees for which they have an existent permission, or if the sending is lawful for other reasons.
- b. The bulk mailer will appoint an authorized contact person and representative to manage dealings with eco, providing that person's name, address, landline-, fax and mobile phone numbers, as well as e-mail address, and will immediately inform eco of any changes.

- c. The bulk mailer agrees to be subject to the rules of procedure described in the appendix to this agreement, 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 Procedure

- a. The bulk mailer may find the project-related documents on eco's website or download them from the DDV, or may inquire at one of eco's offices.
- b. Two signed original copies of this agreement are to be sent to eco's Cologne office.
- c. eco shall then examine whether the contractual admission criteria have been met and shall request any necessary records and information from the bulk mailer.
- d. If the submitted information show same or similar mistakes (technical/legal), the CSA reserves the right to set a deadline to remedy the mistakes by the bulk mailers. After fruitless running time the CSA has the right to invoice a renewed certification fee.
- e. Once all information required for a decision has been submitted, eco shall forward the application to the complaints and certification committee, composed of four members, two appointed by eco and the other two appointed by the DDV, for a decision.
- f. The complaints and certification committee shall then either obtain additional information from the bulk mailer or shall make a decision.
- g. Should a majority of the members of the complaints and certification committee support the admission of the bulk mailer, the contract shall be legally countersigned by eco and a copy shall be sent to the bulk mailer, which shall thereupon be added to the white list.

5 Subject to Change

- a. Legal, organizational or technical reasons may render necessary changes to the contractual general terms set forth here. This concerns specifically the admission criteria for the white list.
- b. eco shall give notice in writing of any changes six weeks before they take effect and shall make available the new regulations to the bulk mailer.

- c. In this case the bulk mailer has the right to an extraordinary termination. Should this happen, already paid dues shall be prorated and refunded.

6 Compensation / Terms of Payment

The compensation and the terms of payment are to be found in the price list in the appendix to this agreement.

7 Duration of the Agreement / Termination

- a. The duration of the agreement is one year, and is extended thereafter automatically for one year at a time, 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 serious cause remains unaffected thereby.
- c. Serious cause for eco exists, in particular, if
- ◆ the bulk mailer, despite a request and the setting of a reasonable time period for compliance, does not observe the acceptance criteria, whereby with respect to the legitimacy of the mailing, exclusion from the project pursuant to the rules of procedure must have happened.
 - ◆ pursuant to the rules of procedure, a decision is made to exclude the bulk mailer.
 - ◆ the bulk mailer remains more than 60 days in arrears with payment, despite a warning and the setting of a deadline.
 - ◆ eco suspends the project, in which case any compensation paid will be prorated and refunded. Further claims by the bulk mailer are thereby excluded.
- d. Immediately after the end of the agreement, but no later than within a period of two weeks, the bulk mailer must remove all references to participation in the project from its website or other public representations. For print material, a period of six months is allowed for the material to be replaced. The bulk mailer agrees to pay a contractual penalty in the amount of € 500.00 to eco for each week begun, regardless of fault.

8 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 culpable 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 anticipated 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.

9 Miscellaneous

- a. eco may possibly 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 bulk mailer hereby declares that it already agrees to such a takeover of the agreement.
- b. Amendments to this agreement and the removal of the requirement for written form require written form. There are no supplements to this agreement.
- 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 as close as practically possible to the one agreed upon. The same applies in the event that individual points have not been covered.
- d. German substantive law shall apply. The United Nations Convention on contracts for the International Sale of Goods does not apply. Place of jurisdiction is Cologne.

10 Company classification

The following figures for annual sales refer to the total of annual sales of the respective company, independent of how large the share that can be specifically assigned to email marketing may be.

- Small bulk mailer: up to € 0.5 million annual sales
 - Medium bulk mailer: up to € 2.5 million annual sales
 - Large bulk mailer: over € 2.5 million annual sales
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- We have a membership with the eco Association, membership number: _____
 - We have a membership with the DDV, membership number: _____

Place and date

On behalf of eco

Place and date

On behalf of the bulk mailer