BETTER ADS EXPERIENCE PROGRAM DISPUTE RESOLUTION MECHANISM PROCEDURES
(July 2018)

Dispute Resolution Mechanism
Advertising Self-Regulatory Council (ASRC)

Administered by
**The Council of Better
Business Bureaus (CBBB)**

BETTER ADS EXPERIENCE PROGRAM
DISPUTE RESOLUTION MECHANISM PROCEDURES
(July 2018)

1. Scope of Better Ads Experience Program DRM

    A. The Dispute Resolution Mechanism ("DRM") of the Better Ads Experience Program (the "Program") shall resolve disputes relating to whether advertising on Program-certified website(s) complies with the current *Better Ad Standards.*
    B. The Program DRM shall be independently administered by the Advertising Self-Regulatory Council ("ASRC"), in consultation with the International Council for Advertising Self-Regulation ("ICAS").
    C. In order to file a dispute with the DRM, the disputing party must be registered and in good standing with the Program (a "Registrant").
    D. The DRM process will resolve disputes arising from assessments of compliance on behalf of the Program by an Implementation Entity, and as to whether advertising formats on a Registrant's website(s) did not adhere to the *Better Ads Standards* at the time of the Implementation Entity's assessment.

2. Prior notice and opportunity to correct non-compliance

    A. Prior to seeking review by the DRM, the Registrant must have received notice of an assessment of non-compliance from the Program or its Implementation Entity.
    B. A Registrant shall be given an opportunity to correct any non-compliance, which shall be thirty (30) days from notice of non-compliance, or such time as may be set by the Program.

3. Request for Dispute Resolution to the DRM

    A. Following receipt of a notice of non-compliance pursuant to section 2, the Registrant may file a notice with the DRM that it disputes the assessment of non-compliance with respect to the Registrant's

website(s), and requests review of this assessment. Such notice must be filed within thirty (30) days from the time the Registrant first received notice of non-compliance.

B. The DRM's acceptance of a dispute is contingent upon payment by the Registrant of a DRM filing fee in the amount specified by the Program on its website. The fee payable to Program must be received within ten (10) business days of filing the dispute.

C. The Registrant requesting resolution and the Program (on behalf of which the Implementation Entity conducted the relevant assessment of non-compliance) shall be collectively referred to as "Parties."

4. <u>Initial Notice of Dispute by the Registrant</u>

A. All notices of a dispute shall identify the Registrant, the nature of the non-compliance found by the Program through the Implementation Entity's assessment, and the date the Registrant was notified of non-compliance. The notice shall further state the Registrant's position as to why it does not believe it failed to comply with the *Better Ad Standards*. The Registrant must provide information reasonably sufficient to show that at the time of assessment, the advertising formats on its website(s) did not violate the *Better Ads Standards*, or that the advertising formats identified did not exceed the frequency thresholds established by the Program.

B. All notices of disputes will provide an email address for the Registrant to receive all documents and correspondence regarding the dispute (unless a different address is specified, the DRM will use the address provided to the Program at the time of registration); a copy of the initial notice of non-compliance; any response by the Registrant with respect to the assessment of non-compliance; and copies of the ads at issue in that assessment.

C. The notice of dispute, including attachments, shall be filed electronically at [*password protected web address TBD*], and shall be limited to five pages of text, excluding attachments.

D. When a notice of dispute is filed pursuant to Section 4, the DRM shall promptly acknowledge receipt and shall also send a copy of the notice to the Program and the Implementation Entity that conducted the assessment.

5. Initial Program Response

   A. Within five (5) business days after the Program receives the Registrant's Initial Notice of Dispute, the Implementation Entity that conducted the assessment for the Program shall respond to the DRM with a statement explaining the assessment of non-compliance with the *Better Ads Standards* for the Registrant's website(s). The statement shall include the factual basis for the assessment, including copies of the ad formats determined to be non-compliant, information sufficient to show the frequency of non-compliance, and any response to the arguments of the Registrant as to why the ad formats on the Registrant's website(s) did not violate the *Better Ads Standards.*
   B. The initial Program response, including attachments, shall be filed electronically with the DRM, with a copy sent electronically to the Registrant filing the dispute.

6. Registrant's Final Response

   A. Within five (5) business days after transmission of the initial Program response in accordance with Section 5, any final response by the Registrant must be filed with the DRM.

7. Review by DRM

   A. The DRM may request additional information from either party as needed. Any response to such a request from the DRM shall be filed electronically with the DRM with a copy sent to the other party.
   B. Following the receipt of the Registrant's Final Response, and within three (3) business days, either party may request a conference call. The DRM will schedule the call within seven (7) business days.
   C. If requested by either party, the DRM shall schedule a conference call to provide the requesting party with an opportunity to discuss its position. The Parties must receive at least three (3) business days' notice of the time, date and call-in information for the conference call. During the call, the requesting party will be given up to thirty minutes to present its position unless the DRM grants a

request for additional time. The DRM may ask questions during or after the presentation.

D. The DRM shall review the Parties' submissions, including any presentation(s) from the conference call, and shall endeavor to render a written decision within (i) ten (10) business days after the Registrant's final response under Section 6 if no conference call is held, or (ii) ten (10) business days after completion of the conference call.

8. <u>DRM decision</u>

A. The DRM decision shall state whether the DRM finds that at the time of assessment, the Registrant's website advertising (i) did not comply with the current *Better Ad Standards*; (ii) complied with the *Better Ads Standards*; or (iii) that the ad formats at issue were not tested by the Coalition for Better Ads in connection with the *Better Ads Standards*. The decision shall include the DRM's reasons for that finding.

B. The DRM's decision shall be sent to all Parties and shall be published by the DRM on its website.

C. After receiving the final decision of the DRM, the non-prevailing party may provide a short statement (no more than 500 words) commenting on the decision that will be included with the final decision when published.

D. Any such statement must be received within three (3) business days and may not reargue the merits, mischaracterize the decision or present new facts not included in the record. The DRM reserves the right, after consulting with the party, to edit the statement for length or inappropriate materials.

E. All decisions will be based on the record of the proceeding including any published DRM decisions and any published materials from the Program or Coalition for Better Ads concerning the applicable Better Ads Standards.

F. If the DRM determines that the advertising for the Registrant's website(s) failed to comply with the *Better Ads Standards*, the Registrant must cure the identified violations within thirty (30) calendar days from receipt of the DRM decision, or be subject to revocation of Program certification.

9. <u>General provisions</u>

A. A party may submit trade secrets and/or proprietary information or data to the DRM with a request that such data not be made available to the opposing party. Such data must be clearly identified, be accompanied by a written statement setting forth the basis for the request for confidentiality and a summary of the data for which confidential treatment is requested that is provided to the opposing party.

B. The DRM may discontinue the dispute resolution process at any time in response to a request by the Registrant initiating the dispute. Registrants must correct the cited non-compliant advertising formats within ten (10) business days from the date of discontinuance or be subject to revocation of Program certification.

C. If prior to commencement or at any time during the dispute process the DRM determines that the matter is the subject of pending court litigation or the order of a court, the DRM will not initiate or continue the dispute resolution process and shall so advise the Registrant.

D. The Rules of Evidence will not be applicable to the DRM proceeding but the Parties by participating agree that documents and correspondence may be provided to help resolve the dispute in accordance with these procedures.

E. The entire DRM process is confidential except for the DRM's decision.

F. For the purposes of the procedures the time periods begin to run on the first business day after the receipt of document(s).

G. All filings, meetings and other participation in this process will be conducted in English.