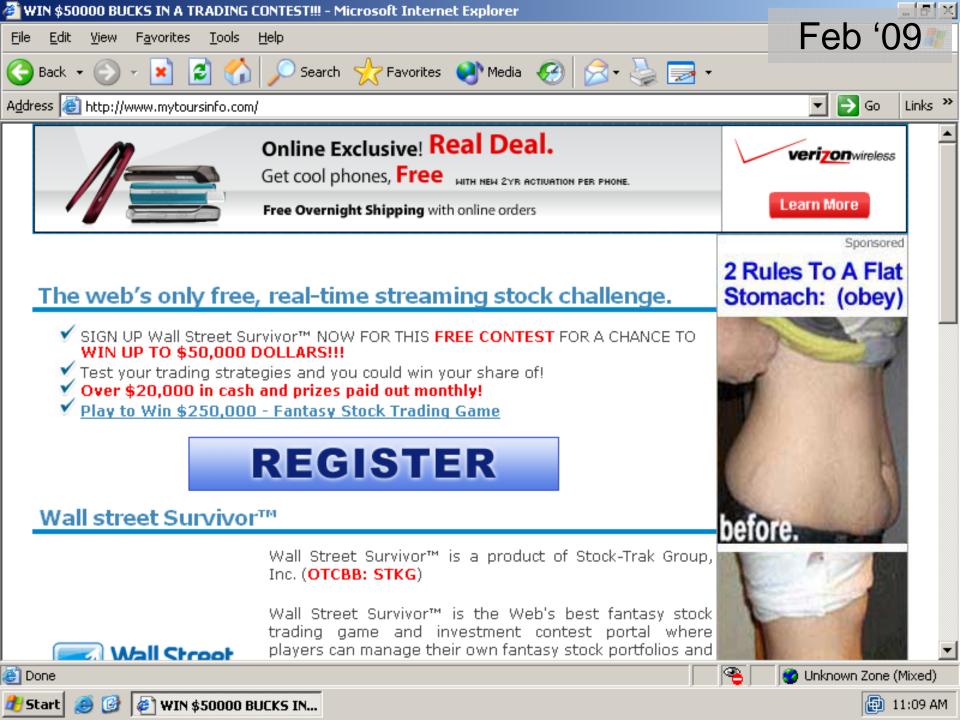
# Toward a Bill of Rights for Online Advertisers

Benjamin Edelman



### what can go wrong



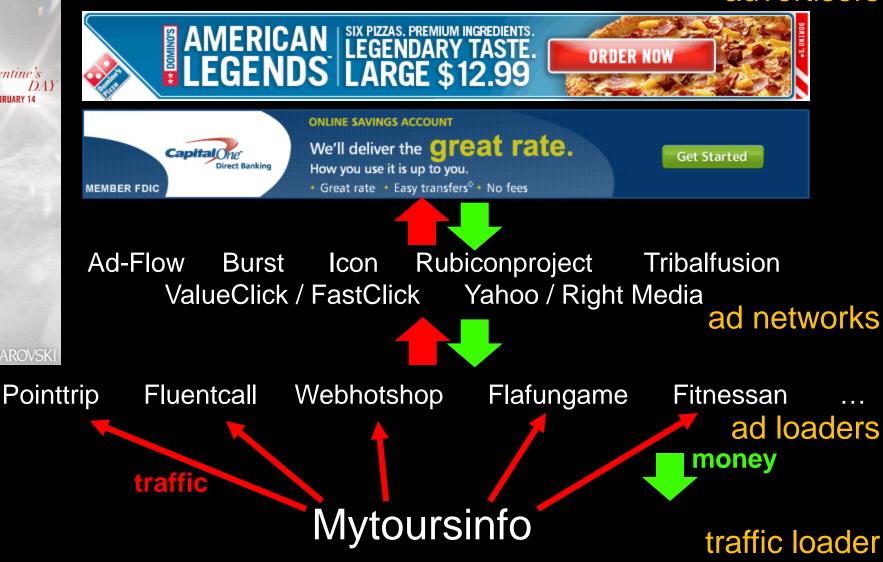
```
GET / HTTP/1.1
Host: www.mytoursinfo.com
HTTP/1.1 200 OK ...
<html> ...
<script src="/js/counter.js" type="text/javascript"> ...
<script src="/js/stat.js" type="text/javascript"></script>
GET /js/stat.js HTTP/1.1 ...
HTTP/1.1 200 OK
document.write("<iframe width=0 height=0</pre>
   src='http://www.pointtrip.com/florida_tour.html'>");
document.write("<iframe width=0 height=0</pre>
   src='http://www.fluentcall.com/pda_phones.html'>");
document.write("<iframe width=0 height=0
   src='http://www.webhotshop.com/shopping.htm'>");
document.write("<iframe width=0 height=0</pre>
   src='http://www.freebiespack.com/freebies_insider.htm'...
document.write("<iframe width=0 height=0
   src='http://www.onlinemoneytrading.net/forex_trading.h...
```



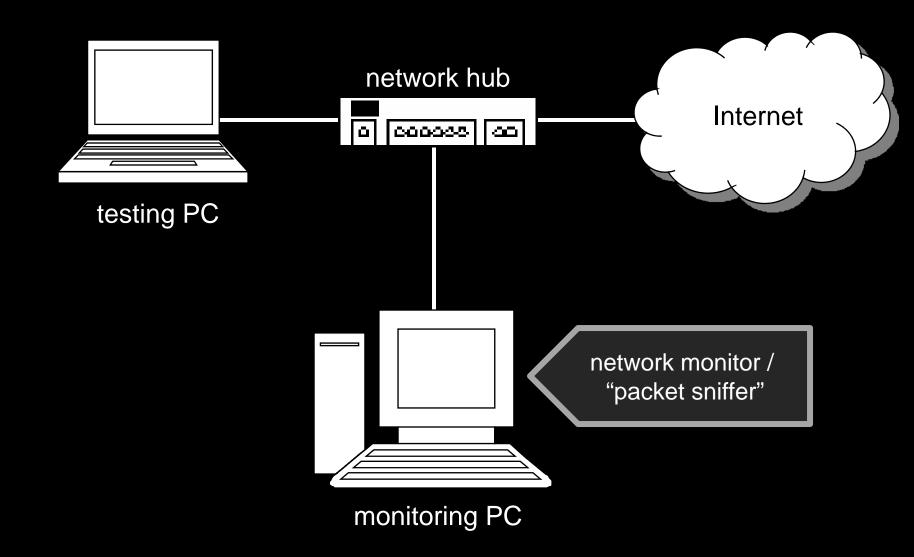
VAROVSKI

### Relationships

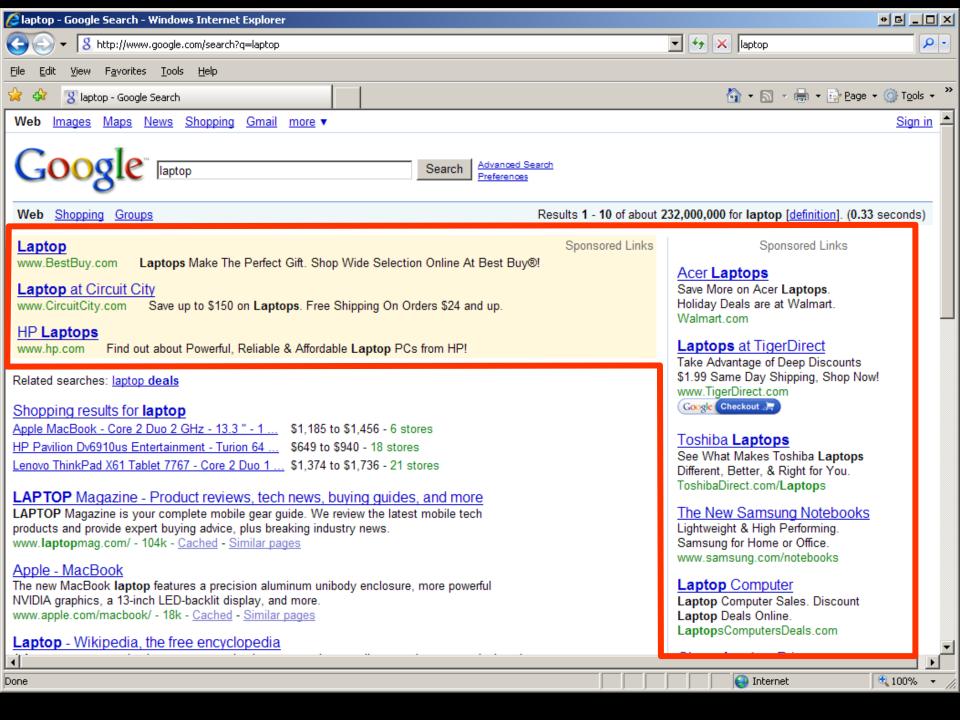
#### advertisers

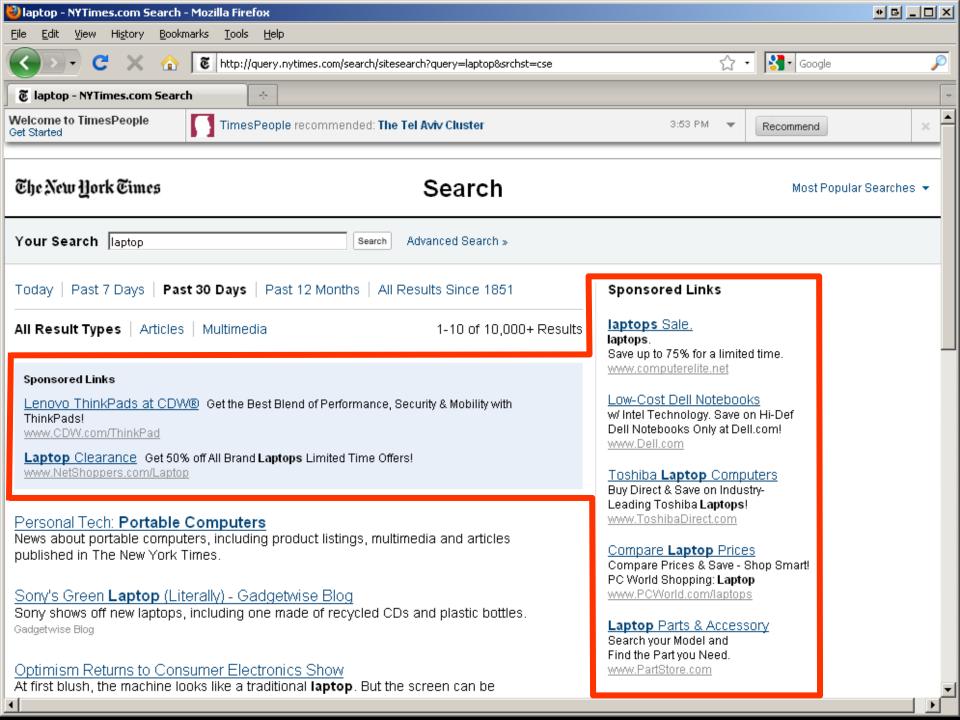


### Investigator's tools



# alternative: paying by the click





### what can go wrong



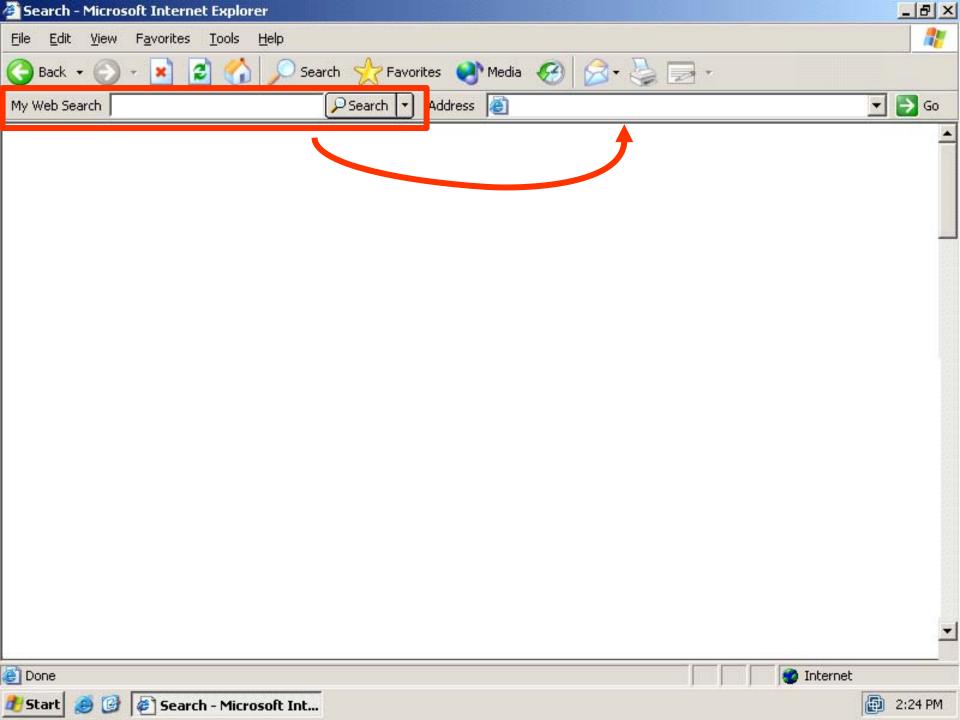
#### Toolbar Features:

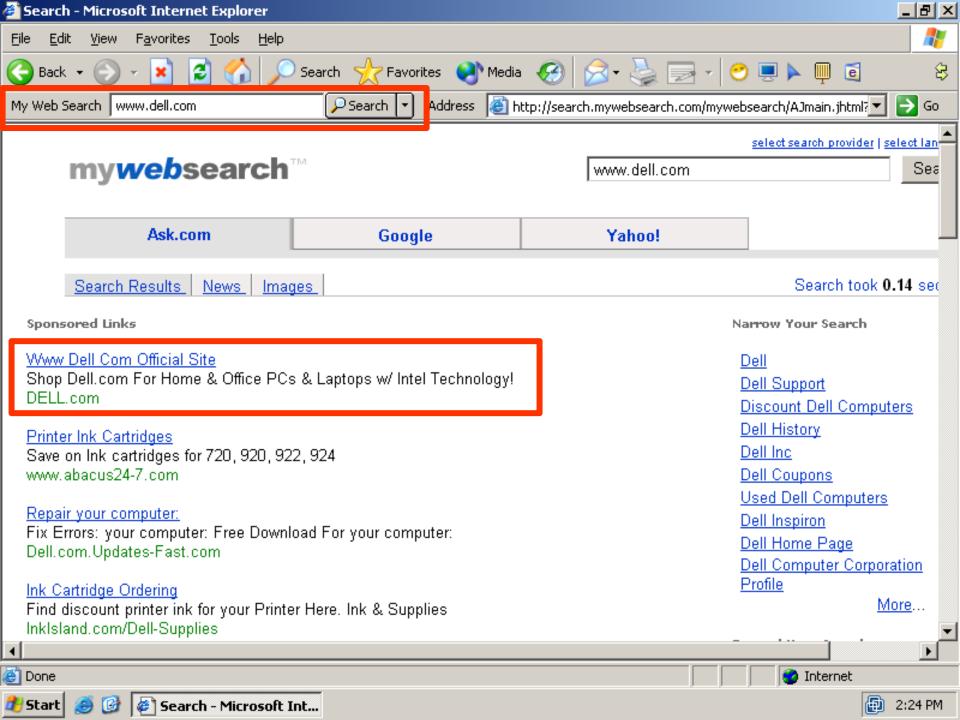
- Works with most IM, Email & Blog applications as well as social sites like My Space and MSN Spaces!
- Bonus: Also includes cursors, screensavers, e-cards, the MyWebSearch® search box and Search Assistant - relevant search results in response to misspelled or incorrectly formatted browser address requests.
- No Spyware. No Adware. We take pride in our products!

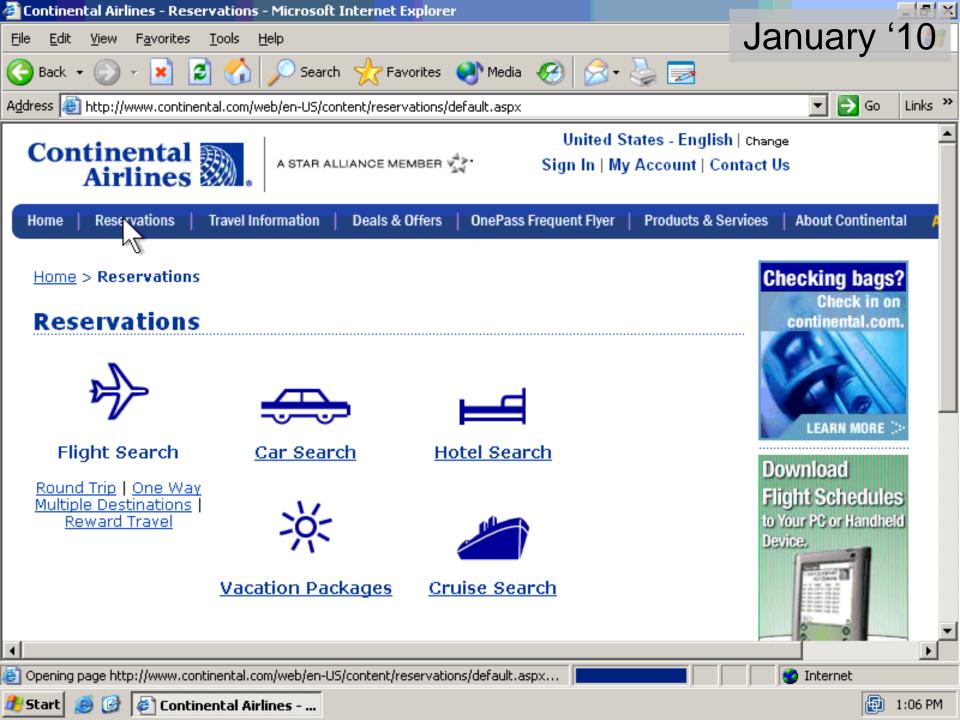
#### Click Here!

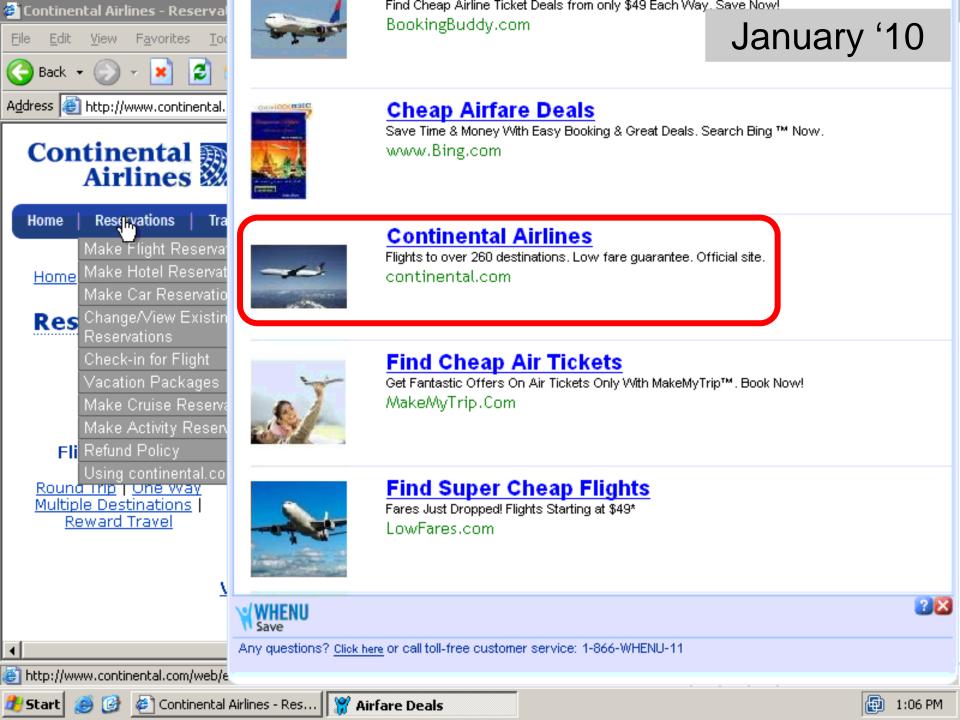
Please read carefully. By clicking the "Click Here" button above and downloading Smiley Central, I accept and agree to abide by the <u>End User License Agreement</u>



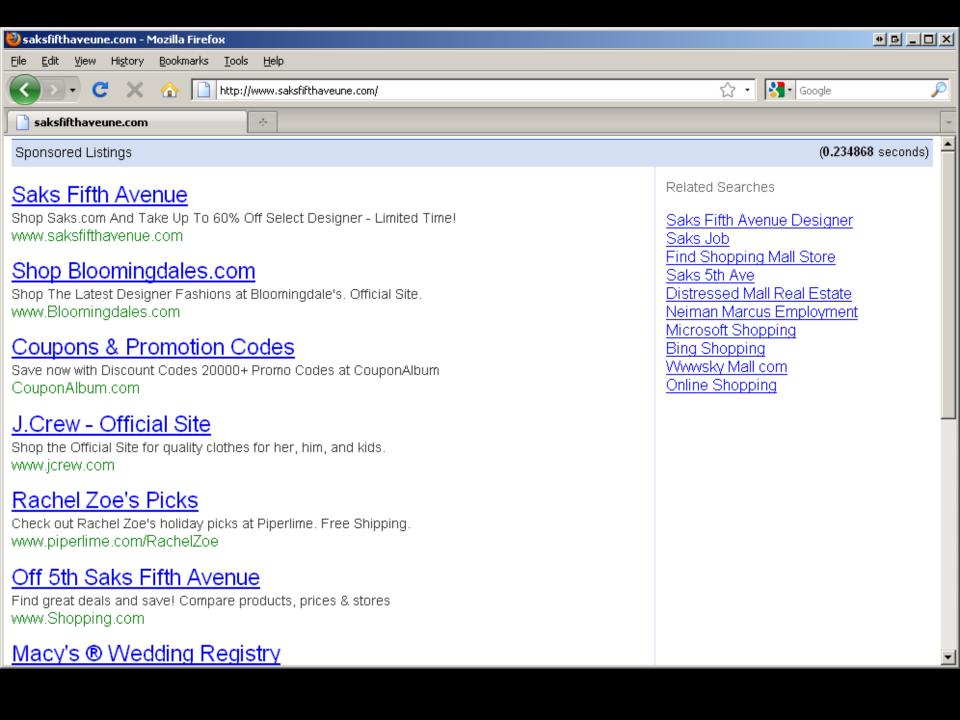


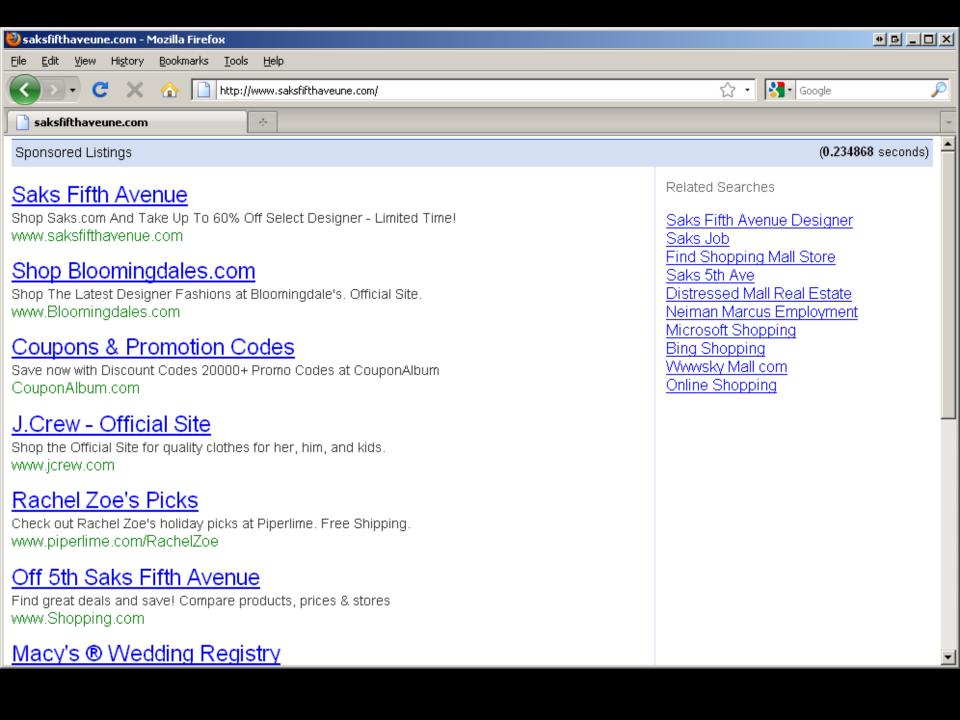


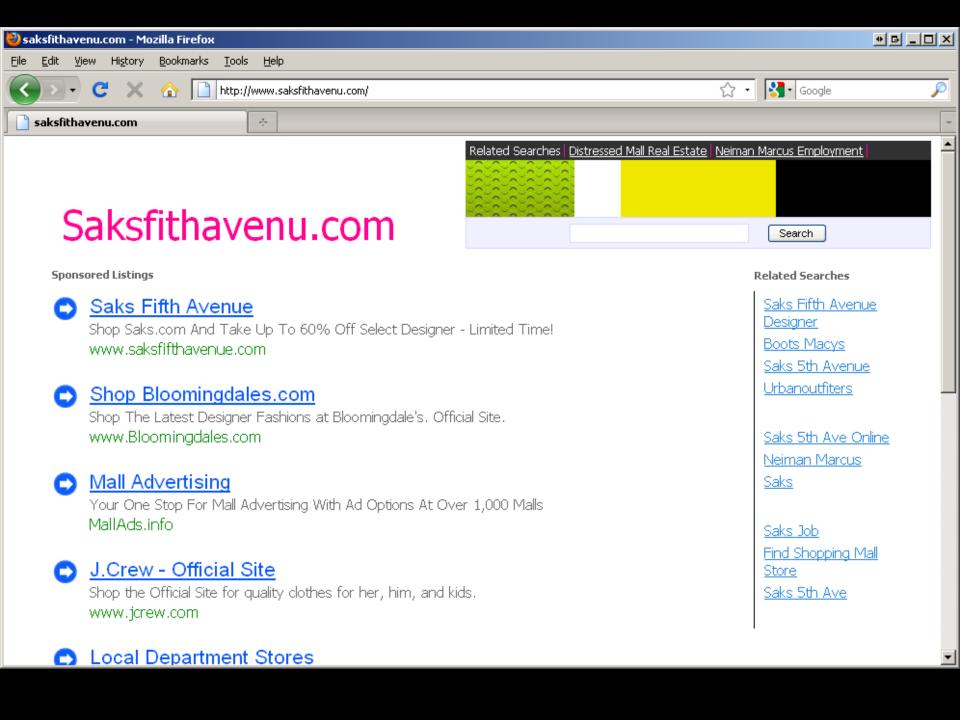


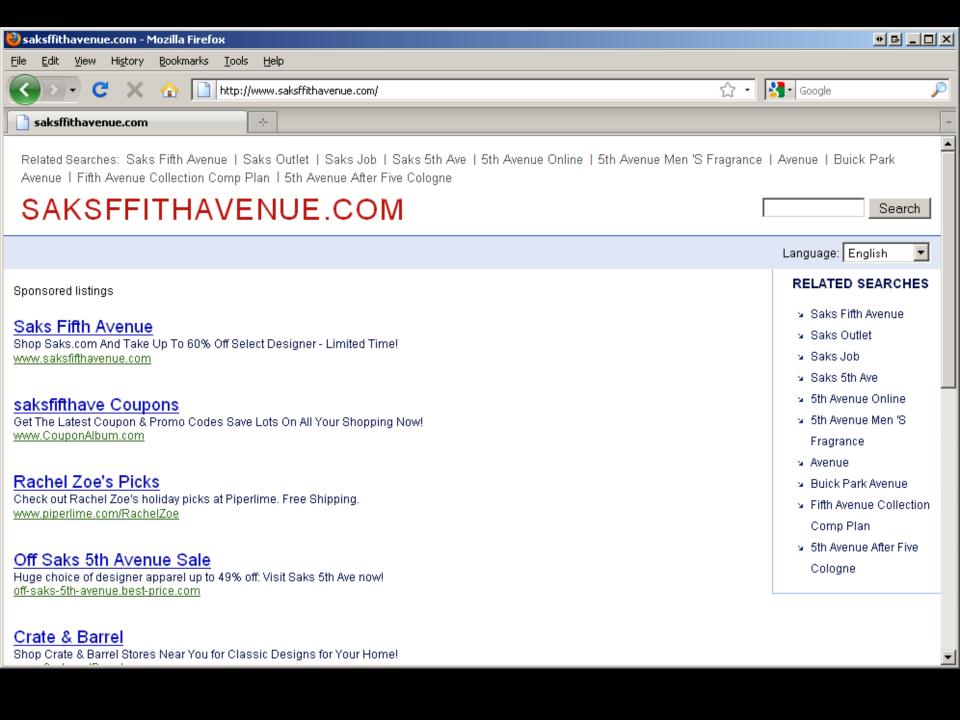


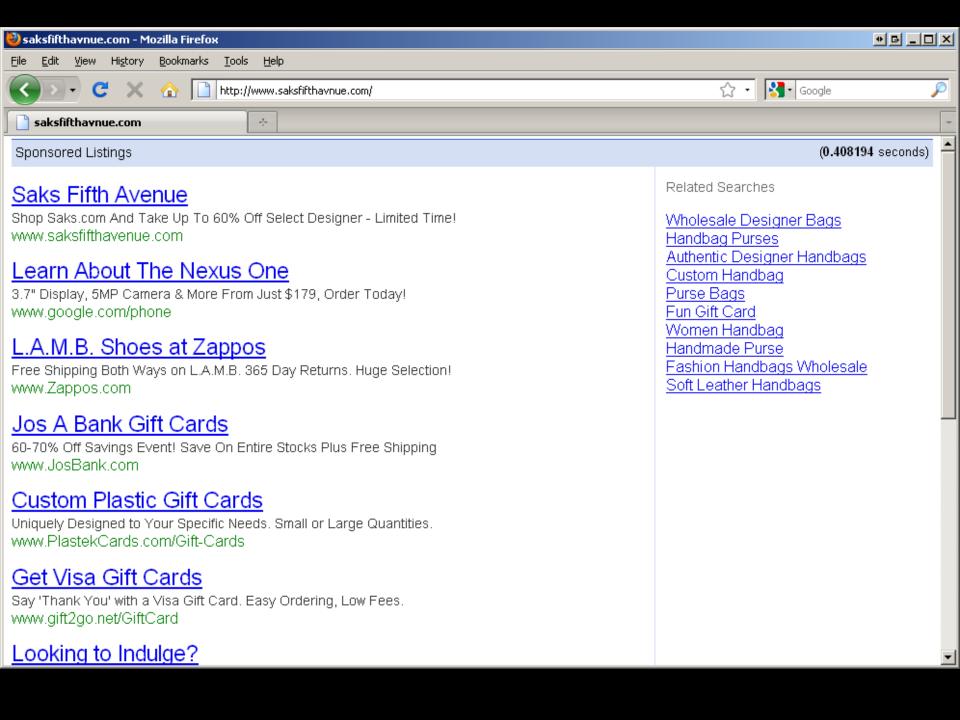
Google Advertisers e.g. Continental traffic money Google traffic money Infospace money traffic Localpages **traffic** money 1 (unknown company) money traffic **WhenU** 



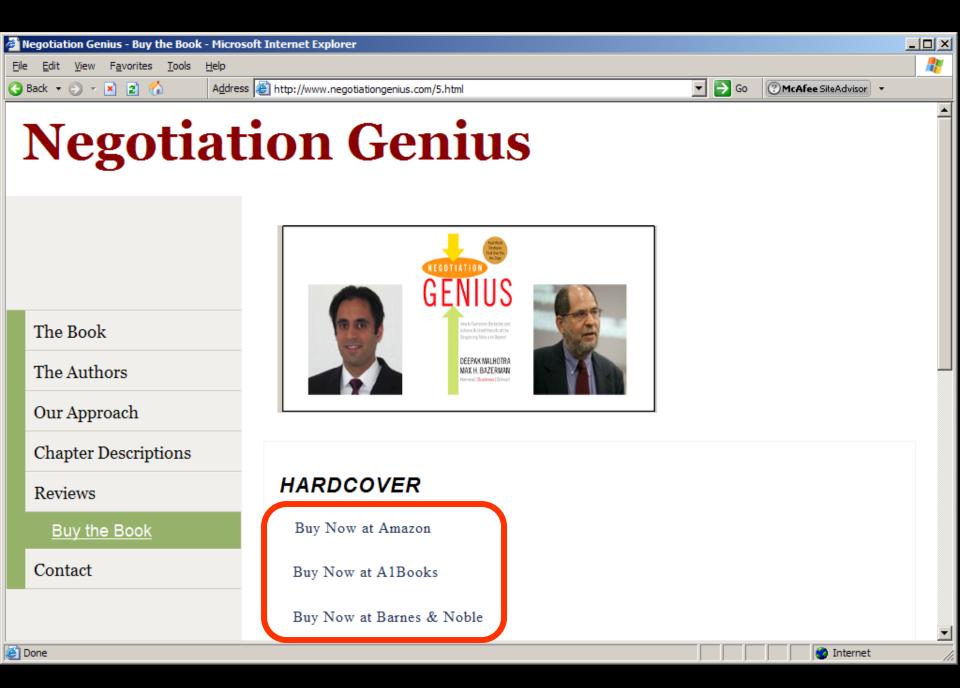








# alternative: pay only when an item is sold

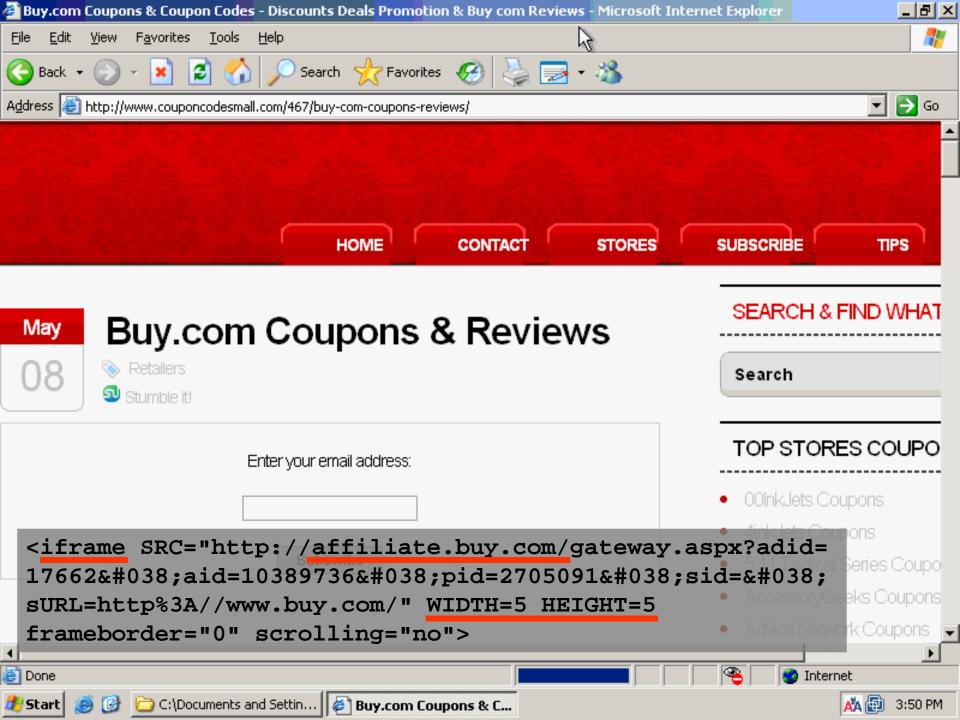


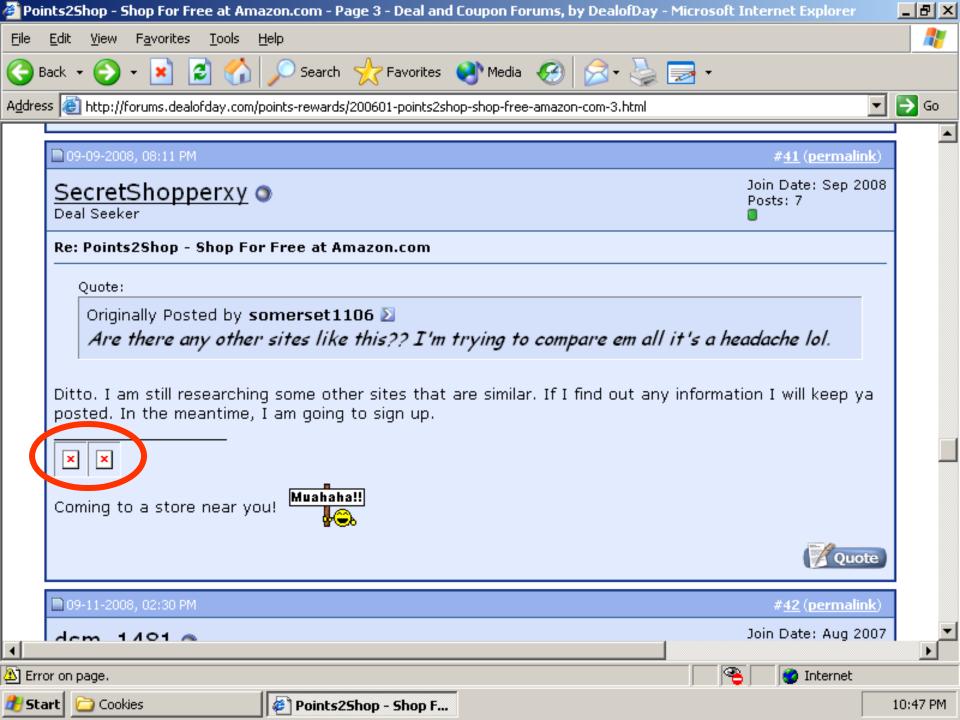
#### Affiliate earns commission if ...

- User requests affiliate web site
- User clicks affiliate's link to merchant <u>/and/</u>
- User makes a purchase

→ Merchant can safely partner with <u>anyone</u>?

### what can go wrong





```
<img src="http://www.avxf.com/img16.jpg" border="0"</pre>
alt="" /><img src="http://www.avxf.com/img17.jpg"</pre>
border="0" alt="" />
GET /img16.jpg HTTP/1.1 ...
Host: www.avxf.com
HTTP/1.1 302 Found ...
Location: http://secure.hostgator.com/cgi-bin/
affiliates/clickthru.cgi?id=dsplcmnt01 ...
GET /img17.jpg HTTP/1.1 ...
Host: www.avxf.com
HTTP/1.1 302 Found ...
Location: http://www.amazon.com/?...&tag=qufrho-20
```

```
GET /iframe3? ...
                                      All @ Brands
Host: ad.yieldmanager.com ...
"HTTP/1.1 200 OK
Date: Mon, 29 Sep 2008 05:36:02 GMT
<iframe src="http://allebrands.com/allebrands.jpg"</pre>
GET /allebrands.jpg HTTP/1.1 ...
Host: allebrands.com ...
<a href='http://allebrands.com'>
                                             McAfee
<img src='images/allebrands.JPG'></a>
<iframe src = 'http://click.linksynerg</pre>
click?id=Ov83T/v4Fsq&offerid=144797.1 Microsoft OneCare 3&
subid=0' width ='0' height = '0'>
<iframe src = 'http://www.microsoftaffiliates.net/t.</pre>
aspx?kbid=9066&p=http%3a%2f%2fcontent.microsoftaffil
iates.net%2fWLToolbar.aspx%2f&m=27&cid=8' width='0'
height='0'>
<iframe src ='http://send.onenetworkdirect.net/z/41/</pre>
CD98773' width = '0' height = '0'
                                            Symantec
```

- The right to know where ads are shown
- The right to meaningful, itemized billing
- The right to use, copy, and control own data
- The right to resolve disputes fairly and transparently

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"In reply to your traffic quality complaint —

One of our partners had a subpartner that violated our policies. You were charged \$600 for traffic from that subpartner. We will refund you that \$600."

(adapted from an actual reply from an ad network)

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### AdWords API Terms & Conditions

Inputs Fields. The AdWords API Client must not show in the same area of a page, or otherwise visually or functionally associate, any input fields for collecting or transmitting AdWords API Campaign Management Data with the content of Third Parties or input fields for ... transmitting data to Third Parties. [A]n AdWords API Client must not (a) use the same input field ... to collect ... data that will be used [for] both AdWords ... and also ... for ... a Third Party advertising network, or (b) use input fields ... which are visually adjacent to input fields ... for a campaign on a Third Party advertising network.

<u>Functional Separation</u>. Any information collected from an input field used to collect AdWords API Campaign Management Data may be used only to manage and report on AdWords accounts. Similarly, any information or data used [for] AdWords ... must have been collected from an input field used only to collect AdWords ... Data. For example, the AdWords API Client may not offer a functionality that copies data from a non-AdWords account into an AdWords account or from an AdWords account to a non-AdWords account.

Campaign Management Data Storage. All AdWords API Campaign Management Data must be stored separate from Third Party advertising network data. Additionally, AdWords API Campaign Management Data may not be stored in a manner that is associated (through relational data structures, links or otherwise) with Third Party advertising network data.

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### AdWords Terms & Conditions

Customer understands and agrees that ads may be placed on any other content or property provided by a third party ("Partner") upon which Google places ads ("Partner Property"). Customer agrees that all placements of Customer's ads shall conclusively be deemed to have been approved by Customer unless Customer produces contemporaneous documentary evidence showing that Customer disapproved such placements in the manner specified by Google.

Customer understands that third parties may generate impressions or clicks on Customer's ads for prohibited or improper purposes, and Customer accepts the risk of any such impressions and clicks. Customer's exclusive remedy, and Google's exclusive liability, for suspected invalid impressions or clicks is for Customer to make a claim for a refund in the form of advertising credits for Google Properties within the time period required under Section 7 below. To the fullest extent permitted by law, refunds (if any) are at the discretion of Google and only in the form of advertising credit for only Google Properties. Nothing in these Terms or an IO may obligate Google to extend credit to any party.

### AdWords Dispute Resolution

**10 Miscellaneous**. The Agreement must be construed as if both parties jointly wrote it, governed by California law except for its conflicts of laws principles and adjudicated in Santa Clara County, California. ... Any notices to Google must be sent to Google Ireland Limited, AdWords Program, 1st & 2nd Floor, Gordon House, Barrow Street, Dublin 4, Ireland, with a copy to Legal Department, via confirmed facsimile, with a copy sent via first class or air mail or overnight courier, and are deemed given upon receipt. Notice to Customer may be effected by sending email to the email address specified in Customer's account, or by posting a message to Customer's account interface, and is deemed received when sent (for email) or no more than 15 days after having been posted (for messages in Customer's account interface).

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## benedelman.org

more examples, specific infractions, etc.