



a third party.<sup>3</sup> Third-party companies that collect cross-app data<sup>4</sup> through mobile devices for IBA must provide notice and an easy-to-use opt-out mechanism to meet the requirements of the Mobile Guidance and must work with first parties to provide enhanced notice on mobile apps where this collection is occurring. Companies that collect precise location data through mobile apps for IBA must comply with the third-party precise location data provisions of the Mobile Guidance. When third parties are technologically limited from obtaining users' consent directly, such compliance includes taking steps to obtain reasonable assurances from first-party partners. Finally, companies that collect multi-site data across non-affiliate websites must comply with the desktop-based OBA Principles.

## COMPANY STATUS

VRTCAL Markets, Inc. (VRTCAL) is a supply-side platform working with mobile publishers to monetize their properties with display and video advertising.<sup>5</sup> The company is headquartered in Santa Barbara, California.

## INQUIRY

In the course of its regular monitoring activities, the Accountability Program routinely selects popular applications on the iOS and Android operating systems to review for first- and third-party compliance with the DAA Principles. One of these Android applications was a popular dating application called Grindr.<sup>6</sup> The Accountability Program observed that VRTCAL was collecting the unique advertising identifier of our test device through this app, which prompted us to review the company's practices for compliance with the full suite of the DAA Principles. Below, we describe our review in detail.

### I. Mobile data collection review

#### i. Cross-app data review

Through analysis of the network traffic generated when using Grindr, the Accountability Program observed VRTCAL collecting cross-app data, likely for IBA.<sup>7</sup> Specifically, the

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Definition F at 10 ("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.").

<sup>3</sup> The term "third party" can refer to entities that collect data for IBA both through non-affiliate mobile apps, *Mobile Guidance* Definition N at 12 ("An entity is a Third Party to the extent that it collects Cross-App or Precise Location Data from or through a non-Affiliate's application, or collects Personal Directory Data from a device."), or from non-affiliate websites or entities, *OBA Principles* Definition J at 11 ("An entity is a Third Party to the extent that it engages in Online Behavioral Advertising on a non-Affiliate's Web site.").

<sup>4</sup> *Mobile Guidance* Definition D at 5 ("Cross-App Data is data collected from a particular device regarding application use over time and across non-Affiliate applications.").

<sup>5</sup> VRTCAL, *Company Overview*, <https://vrtcal.com/about-us/> (last visited May 24, 2018).

<sup>6</sup> Google Play, *Grindr – Gay chat, meet & date*, <https://play.google.com/store/apps/details?id=com.grindrapp.android> (last visited Apr. 4, 2018).

<sup>7</sup> See *Mobile Guidance* Definition D at 5 ("Cross-App Data is data collected from a particular device regarding application use over time and across non-Affiliate applications. Cross-App Data does not include Precise Location Data or Personal Directory Data.").

Accountability Program noted the collection of Android’s Advertising ID (AAID or IFA)—a unique alphanumeric string used to identify a particular device for advertising purposes.<sup>8</sup>

#### A. *Third-party notice*

The Accountability Program examined VRTCAL’s website to assess its compliance with the notice obligations under the Mobile Guidance. We first examined the company’s privacy policy, which we accessed through a link on the company’s website footer labeled “Privacy Policy-Advertising.” During its review, the Accountability Program found that VRTCAL’s privacy disclosures contained a description of its IBA practices and a statement of adherence to the DAA Principles. We also observed that a section of VRTCAL’s privacy disclosures entitled “Your Opt-Out Choices” contained descriptions of opt-out mechanisms for desktop and mobile IBA. Under a sub-header entitled “Mobile,” we observed language stating:

Your device may give you the ability to opt-out of the use of information about the apps you use in order to serve you ads that are targeted to your interests (“Opt out of Interest-Based Ads” or “Opt out of Ads Personalization” on Android devices or “Limit Ad Tracking” on iOS devices). You may stop the collection of location information by particular apps or from your device as a whole at any time by changing the preferences on your mobile device.

The Accountability Program had compliance concerns about these descriptions of choice mechanisms for mobile IBA. Specifically, we questioned whether VRTCAL’s disclosure was sufficiently explanatory to assist the average consumer with opting out of IBA given the lack of specific instructions on accessing the device-level settings it referenced. Without instructions for effectuating an opt out, the average user may not be able to locate the appropriate settings and register their choice.

In examining the two opt-out sections in VRTCAL’s privacy policy, one desktop-focused and the other mobile-focused, we found that VRTCAL provided users with a link to the Network Advertising Initiative’s (NAI) opt-out landing page.<sup>9</sup> The NAI landing page itself contained a link directing visitors to the NAI’s Mobile Choices page, which provides instructions for engaging OS-level opt outs.<sup>10</sup> However, the link to NAI’s landing page was nested under the section of VRTCAL’s privacy policy that focused on opting out of desktop-based IBA. This section contained no information to inform users of how to navigate the NAI’s pages to locate instructions for opting out of VRTCAL’s mobile IBA. The mobile opt-out section of VRTCAL’s disclosure also did not include the NAI link or instructions for using this resource to opt out.

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<sup>8</sup> See IAB Mobile Marketing Center of Excellence, *Mobile Identity Guide for Marketers* at 4, June 2017, <https://www.iab.com/wp-content/uploads/2017/06/Mobile-Identity-Guide-for-Marketers-Report.pdf> (“The most prevalent Advertising Identifiers today offering the scale needed for marketing purposes are the ... IDFA [and] AAID.”).

<sup>9</sup> Network Advertising Initiative, *NAI Consumer Opt Out*, <http://www.networkadvertising.org/choices> (last visited Oct. 11, 2018).

<sup>10</sup> Network Advertising Initiative, *Mobile Choices*, <https://www.networkadvertising.org/mobile-choice> (last visited Apr. 16, 2018).

### *B. Third-party enhanced notice*

The Accountability Program went on to assess whether VRTCAL had ensured that users were provided with enhanced notice of its third-party IBA practices when using the first-party app. When downloading, installing, and using the Grindr application, we checked for the presence of compliant enhanced notice. However, we could find no such notice being provided by VRTCAL or the application publisher during our tests.

#### ii. Precise location data review

The Accountability Program also observed the collection of location data by VRTCAL through the Grindr application. Specifically, we observed that the data VRTCAL collected included latitude and longitude coordinates to the fifteenth decimal place.<sup>11</sup>

### *A. Third-party notice*

During our review of VRTCAL's privacy disclosures, the Accountability Program found language indicating that VRTCAL may collect precise location data through mobile apps for IBA. We also noted that the company provided users with instructions stating that users "may stop the collection of location information by particular apps or from your device as a whole at any time by changing the preferences on your mobile device." We did not locate further instructions for accessing the preferences that VRTCAL described. The Accountability Program found that the absence of sufficiently explanatory instructions to users about how to withdraw consent for the collection of their precise location data raised an issue under the Mobile Guidance.

### *B. Third-party consent*

During testing, we examined the Grindr application to determine if either VRTCAL or the first-party application publisher requested users' consent for the third-party collection and use of their precise location data for IBA. While we noted during testing that the Grindr app requested permission to use the user's device location through the operating system's permissions tool, this appeared insufficient for purposes of compliance with the Mobile Guidance. This is because the permissions request dialogue did not mention the collection of precise location data by third parties, generally, or VRTCAL specifically, or explain the potential uses of this data for third-party IBA.

## **II. Multi-site data review**

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<sup>11</sup> *Mobile Guidance* Definition K at 9 ("Precise Location Data is data obtained from a device about the physical location of a device that is sufficiently precise to locate a specific individual or device."). The Accountability Program has previously examined the collection of precise location data in the form of geolocation coordinates. *In re: LKQD Technologies, Inc. (77-2017)*, December 11, 2017 at 4. *See also In re: Spinrilla (61-2016)*, May 4, 2016 at 2 (noting that we observed a third party collecting longitude and latitude coordinates to the fourteenth decimal place through the mobile app in question).

The Accountability Program went on to assess VRTCAL’s compliance with the desktop-based OBA Principles.<sup>12</sup> During our review, we found language in VRTCAL’s privacy policy indicating that the company engaged in the collection of data for IBA in the desktop space. However, we also found contradictory language indicating that the company was not engaged in this practice. This contradiction raised a question as to whether VRTCAL had unmet compliance obligations under the desktop-based OBA Principles.

Following our review, the Accountability Program sent an inquiry letter to VRTCAL describing our findings and explaining the requirements of the DAA Principles.

## ISSUES RAISED

### I. Requirements under the Mobile Guidance

The Mobile Guidance adapts the desktop-oriented rules of the OBA Principles to the mobile world, including the core requirements for third parties to provide transparency and consumer control for IBA. Third parties may have multiple separate transparency and control responsibilities depending on the types of data they collect.

#### i. Cross-app data

##### A. *Third-party notice requirement*

Under section III.A.(1) of the Mobile Guidance, third parties who engage in the collection or use of cross-app data for IBA must provide a clear, meaningful, and prominent notice on their websites or accessible from the applications that host them.<sup>13</sup> This notice must include (1) the types of data collected, (2) the uses of such data, (3) an easy-to-use mechanism for exercising choice with respect to the collection and use of such data or the transfer of such data to a non-affiliate for IBA, and (4) the fact the third party adheres to the DAA Principles.<sup>14</sup>

##### B. *Third-party enhanced notice requirement*

In addition to the notice requirement of section III.A.(1) of the Mobile Guidance, section III.A.(2) requires third parties to provide enhanced notice to users of cross-app data collection by providing a clear, meaningful and prominent link to the III.A.(1) disclosure.<sup>15</sup> This link must be presented in or around an advertisement delivered using cross-app data.<sup>16</sup> Alternatively, the link may be presented (1) before the application is installed, as part of the process for downloading

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<sup>12</sup> *OBA Principles Summary* at 2 (“The Principles apply to online behavioral advertising, defined as the collection of data online from a particular computer or device regarding Web viewing behaviors over time and across non-affiliate Web sites for the purpose of using such data to predict user preferences or interests to deliver advertising to that computer or device based on the preferences or interests inferred from such Web viewing behaviors.”).

<sup>13</sup> *Mobile Guidance* at 14.

<sup>14</sup> *Id.*

<sup>15</sup> *Id.* at 14-15.

<sup>16</sup> *Id.* at 15.

the application, at the time the application is opened for the first time, or at the time cross-app data is first collected, and (2) in the application’s settings or any privacy policy.<sup>17</sup>

ii. Precise location data

A. *Third-party notice requirement*

Under section IV.A.(2) of the Mobile Guidance, a third party must give clear, meaningful, and prominent notice of the collection and use of precise location data for IBA or the transfer of precise location data to it for its use in IBA.<sup>18</sup> Such notice should include (1) the fact that precise location data is collected, (2) the uses of such data, (3) instructions for providing or withdrawing consent for the collection and use of precise location data, **and** (4) the fact that the company adheres to the DAA Principles.<sup>19</sup> A third party should provide such notice on its own website or through the first-party application through which it is collecting precise location data.<sup>20</sup>

B. *Third-party consent requirement*

Under section IV.B.(2) of the Mobile Guidance, a third party should obtain consent<sup>21</sup> from a user prior to collecting or using precise location data for IBA purposes or get reasonable assurances that the first party has obtained consent for the third party’s collection and use of precise location data for IBA.<sup>22</sup>

## II. Requirements under the OBA Principles

The OBA Principles govern the collection of multi-site data across websites for IBA. If a company collects data across non-affiliate websites for IBA, it has third-party obligations under the OBA Principles.<sup>23</sup> Third parties must provide transparency (notice and enhanced notice) and consumer control (an easy-to-use opt out from IBA) when collecting or using consumers’ browsing data for IBA on non-affiliate websites.<sup>24</sup>

## COMPANY RESPONSE AND ANALYSIS

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<sup>17</sup> *Id.*

<sup>18</sup> *Mobile Guidance* at 22.

<sup>19</sup> *Id.* at 22-23.

<sup>20</sup> *Id.*

<sup>21</sup> *Mobile Guidance* Definition B at 4 (“Consent means an individual’s action in response to a clear, meaningful, and prominent notice regarding the collection and use of data for a specific purpose. Where an entity has a relationship with a consumer through an additional or different medium than the device to which Consent applies, Consent may be obtained through any such medium.”).

<sup>22</sup> *Id.* § IV.B.(2) at 29 (“A Third Party obtains reasonable assurances ... if the Third party takes measures such as: (1) entering into a contract with the First party under which the First Party agrees to obtain Consent to the Third Party’s data collection and use; (2) obtaining other written assurances from the First Party to the same effect; (3) conducting periodic checks or audits of the First Party’s Consent practices; (4) verifying that the First Party publicly represents that it obtains Consent to the transfer of Precise Location Data to a Third Party....”).

<sup>23</sup> *OBA Principles* Summary at 2-3; Definition J at 11.

<sup>24</sup> *See generally OBA Principles* §§ II.A. and III.A. at 12-14.

Following receipt of the Accountability Program’s inquiry letter, VRTCAL immediately conducted a thorough review of its data collection practices. The company swiftly provided the Accountability Program with detailed descriptions of its practices and consulted us regarding its plan to achieve compliance with the DAA Principles.

## I. Compliance with the Mobile Guidance

During its discussions with the Accountability Program, VRTCAL described its position as an ad mediation platform in the ad-serving chain. The company indicated that it does not collect data for IBA directly from mobile apps utilizing its own software development kit (SDK). Rather, it provides apps such as Grindr with a JavaScript ad tag, which is then called by a third-party SDK as part of the process of fulfilling an ad request. The request from the third-party SDK sometimes includes values such as unique device identifiers and geographic coordinates, which VRTCAL receives and stores on its servers while fulfilling the ad request.<sup>25</sup> VRTCAL then passes this data onto various demand-side platforms and advertisers who, in turn, provide the company with an ad creative to be served in the mobile app.

VRTCAL acknowledged that these activities fall within the requirements for third parties under the Mobile Guidance. With this in mind, the company underscored its goal of achieving compliance with the DAA Principles and took clear and decisive action, working with the Accountability Program to come into compliance with the Mobile Guidance.

### i. Cross-app data

#### A. *Third-party notice requirement*

The Mobile Guidance mandates that companies provide consumers with a notice of their cross-app IBA practices that includes a clear description of an easy-to-use choice mechanism. Critically, these requirements recognize that in today’s digital marketplace users display a range of levels of technical sophistication. Thus, each company must not only provide an easy-to-use opt-out tool, but also describe this tool in a clear and meaningful way such that ordinary consumers can easily opt out of the company’s IBA practices if they so choose. The Accountability Program discussed these requirements at length in our *Adbrain* decision.<sup>26</sup>

The Accountability Program acknowledges that VRTCAL had provided users with language referring to OS-level settings as a means to opt out of its IBA and a link to the NAI’s Mobile Choices page. However, neither of these opt-out sections of VRTCAL’s privacy disclosures provided sufficiently clear instructions to render the associated opt-out mechanisms easy-to-use

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<sup>25</sup> See Coal. for Innovative Media Measurement, *Lexicon 3.0* (July 2016), <http://www.ana.net/getfile/24282> (“Ad Mediation, CIMM DEFINITION: An ad tracking platform technology for publishers that allows for the automatic or manual allocation of inventory by sending ad requests across multiple ad networks to ensure publishers find the best available network to fill their ad slots and maximize inventory... JavaScript Tags, CIMM Definition: Tags coded in Java programming language that allows for more advanced data collection.”). See also Kathie Green, *What is Mobile Ad Mediation and How Does it Work?* (July 21, 2014), <http://www.adotas.com/2014/07/what-is-mobile-ad-mediation-and-how-does-it-work/>.

<sup>26</sup> *In re: Adbrain* (72-2017), Aug. 1, 2017 at 7.

under the Mobile Guidance. This is because VRTCAL’s descriptions of its supported opt-out mechanisms lacked sufficient explanatory information to guide a reader to easily register their choice to opt out of IBA, rendering the mechanisms difficult to use for the typical end user.

To start, references to system-level settings that are not accompanied with instructions on how to access these settings are unlikely to assist the average user in opting out of IBA. Similarly, a link to the NAI’s opt-out page (which only through yet another link would take users to the NAI’s Mobile Choices page) should also be accompanied by clear instructions for using this resource to opt out. Absent further information, a reasonable consumer who wishes to opt out of IBA on her mobile device would not be aware that visiting the NAI landing page, mentioned only in the desktop section of VRTCAL’s privacy policy, would also allow them to click through to the NAI’s Mobile Choices page to learn how to opt out of cross-app IBA. Despite VRTCAL’s good intentions, under this implementation, only the luckiest or most dogged consumers would have been able to opt out of VRTCAL’s mobile IBA.<sup>27</sup>

To resolve its compliance issues under the third-party cross-app provisions of the Mobile Guidance, VRTCAL updated its description of its mobile opt-out mechanism to include clear instructions to users about how to access the “Limit Ad Tracking” and “Opt out of interest-based ads settings” on the Android and iOS operating system settings, respectively. These revisions to VRTCAL’s disclosures resolved this issue under the Mobile Guidance.

#### *B. Third-party enhanced notice requirement*

VRTCAL acknowledged the Accountability Program’s finding that we did not locate a compliant enhanced notice link in the first-party app at any of the times or locations prescribed by the Mobile Guidance, and recognized its obligation to fulfil this requirement under the DAA Principles.

The Accountability Program’s body of compliance actions has frequently focused on the provision of enhanced notice to consumers.<sup>28</sup> As we have discussed, first parties and third parties must work together to provide enhanced notice of IBA to users so they can readily access a notice about IBA that includes an opt-out mechanism.<sup>29</sup> If it is not possible for a third party to

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<sup>27</sup> The Accountability Program noted at the time of its compliance review that the NAI Mobile Choices page contains links to pages that describe the DAA AppChoices app and the TrustArc TRUSTe app. We reviewed both apps and found that VRTCAL was not a listed participant in either. The absence of VRTCAL’s participation in these choice tools demonstrated that the use of these methods would not opt users out of VRTCAL’s IBA.

<sup>28</sup> See *In re: Exponential Interactive Inc. (73-2017)*, Aug. 1, 2017; *In re: Wayfair Inc. (71-2017)*, Jan. 25, 2017 (“In practice, this first party enhanced notice link can be provided by either the first or the third party. However, both parties are independently responsible for ensuring that enhanced notice is provided. To achieve compliance, companies should work with one another to make sure that this requirement is met.”). See also *In re: Anheuser-Busch Companies, Inc. (70-2017)*, Jan. 25, 2017; *In re: AAA of Northern California, Nevada & Utah (69-2017)*, Jan. 25, 2017.

<sup>29</sup> See *In re: Gravity (56-2015)*, Nov. 4, 2015, at 6 (“Both first and third parties have the obligation to provide enhanced notice, and they should work together to ensure that consumers receive enhanced notice of collection or use of consumers’ data for IBA. While Gravity may, as it asserts, rely on first parties’ provision of enhanced notice as sufficient to fulfil its own enhanced notice obligation under the Transparency Principle, the first party’s failure to

place an enhanced notice link that is accessible to consumers in a mobile app where it collects data for IBA—when, for example, it is collecting data through a non-affiliate app but not placing an ad while the app is being used—the third party must ensure that the app publisher provides an enhanced notice link as described in section III.A.(3) of the Mobile Guidance.<sup>30</sup> Whatever the circumstances, it remains the third party’s independent responsibility to ensure that this notice is provided.<sup>31</sup>

Following consultation with the Accountability Program, VRTCAL agreed to update its contractual documents to bind its partners in the digital ad serving chain to provide enhanced notice to users and commit to abiding by all relevant DAA Principles. This resolved VRTCAL’s compliance issue under the third-party cross-app enhanced notice provisions of the Mobile Guidance.

ii. Precise location data

VRTCAL’s collection of precise location data through the Grindr application triggered the heightened requirements under the third-party precise location data provisions of the Mobile Guidance, which were crafted by industry in recognition of the sensitivity surrounding certain data types.<sup>32</sup>

A. *Third-party notice requirement*

As we discussed in the section of this document covering VRTCAL’s steps to achieve compliance with the cross-app provisions of the Mobile Guidance, privacy policy language that simply refers to particular settings on a device, without further instructions for navigating to and engaging such settings, does little to assist the average consumer in effectuating their privacy choices. To ensure that consumers are empowered to exercise choice about the use of their sensitive data for IBA, the Mobile Guidance mandates that companies provide clear instructions for accessing their easy-to-use tool for providing and withdrawing consent for the collection of precise location data.

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fulfill its shared responsibility to ensure that notice is provided does not excuse the third party from fulfilling its independent obligation to do so.”).

<sup>30</sup> *In re: Vdopia, Inc. DBA Chocolate (85-2018)*, Aug. 20, 2018 at 10 (“During discussions with the Accountability Program, Chocolate described some of the technical challenges third parties encounter in providing enhanced notice to users in the video advertising space and the complexity of the video ad serving chain. Following consultation with the Accountability Program, Chocolate agreed to update its contractual documents to bind its partners in the digital ad serving chain to provide enhanced notice to users. Given Chocolate’s position in the ad chain, this resolved the company’s compliance issue under the third-party cross-app enhanced notice provisions of the Mobile Guidance absent knowledge that a partner is not complying with its commitments.”).

<sup>31</sup> *In re: MediaMath (32-2013)*, Nov. 20, 2013.

<sup>32</sup> *In re: Spinrilla (61-2016)*, May 4, 2016 (“As mobile apps are technically markedly different from websites, entities that engage in IBA through apps require specific guidance for compliance implementation that takes into account the technical issues of providing transparency and choice in the mobile world. The Mobile Guidance also takes account of apps’ and websites’ abilities to collect both precise location and user directory data, information that consumers feel is more sensitive than typical cross-site or cross-app data.”).

To comply with the Mobile Guidance's notice requirements for this category of sensitive data, VRTCAL added language to the relevant section of its privacy disclosures explaining how users can withdraw consent from the collection of precise location data by using device-level settings on their smartphones. By providing users with clear instructions on withdrawing their consent from the collection of this type of sensitive data, VRTCAL remedied its compliance issue under this provision of the Mobile Guidance.

### *B. Third-party consent requirement*

Like other third parties in the mobile app ecosystem, VRTCAL did not have a direct means of communicating with users of the Grindr app to obtain their consent for the collection of precise location data. The Accountability Program has addressed this scenario before, acknowledging the technical complexities of providing consumers with the ability to consent when a company does not directly interface with them through a mobile app.<sup>33</sup> The Mobile Guidance anticipates these technological challenges and provides an alternative pathway to compliance: allowing third parties to obtain reasonable assurances from first-party app publishers that specific consent is obtained prior to the collection of precise location data for IBA.

To obtain reasonable assurances and comply with the third-party consent requirements of the Mobile Guidance, VRTCAL updated its contractual terms, requiring its first-party partners not to enable its collection of precise location data without first receiving users' consent to third-party collection of precise location data for IBA. Following review of VRTCAL's updated contractual documentation, the Accountability Program found that VRTCAL's terms were sufficient to serve as a compliant means of obtaining reasonable assurances from a first party, resolving this issue under the Mobile Guidance.

## **II. Compliance with the OBA Principles**

During its consultation with the Accountability Program, VRTCAL clarified its business model and informed the Accountability Program that it does not engage in data collection for IBA on the desktop web. The Accountability Program weighed this response against its own monitoring results and all other available information and found no reason to question this assertion. Consequently, VRTCAL removed the language in its privacy policy suggesting that it engaged in IBA in the desktop environment. The company pledged to work with the Accountability Program to reach compliance with the OBA Principles if it ever modified its business practices to engage in these practices. These steps resolved the question of VRTCAL's compliance with the OBA Principles.

## **CONCLUSION**

Today's case touches on a familiar but important point among the constellation of third-party responsibilities in the DAA Principles: the mobile opt out.

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<sup>33</sup> *In re: Vdopia, Inc. DBA Chocolate (85-2018)*, Aug. 20, 2018, at 10-11. See also *In re: LKQD Technologies, Inc. (77-2017)*, Dec. 11, 2017, at 11.

Opting out through your computer’s web browser has traditionally been a straightforward affair, thanks in significant part to the establishment of centralized, industry-developed opt-out tools like WebChoices. In a typical IBA scenario, a third party sets an identifying cookie on a user’s machine, later recognizing this cookie when it encounters the same device around the web. By either stripping this unique identifier or appending an opt-out flag, the third party could register an individual’s intent to opt out of IBA.<sup>34</sup>

In the mobile space, however, cookies are ineffective at opting consumers out of cross-app IBA. This is because apps are walled off from one another by smartphones’ operating systems, meaning that identifiers and opt-out flags set inside a mobile browser or app cannot be accessed by other apps on the same device. To enable effective cross-app identification, the major OSes implemented dedicated ad IDs, as well as corresponding settings that allow users to opt their devices out of IBA. Industry further refined the process when the DAA released its AppChoices opt-out tool, allowing consumers to opt out of individual third parties in a single location.

Companies need to make sure that they are taking advantage of these methods appropriately by providing clear instructions and direct links to the resources consumers need to use these tools effectively. It is essential to provide a dedicated means to opt out of cross-app IBA—cookies will not cut it—and to make sure that your implementation is clearly explained and easy for consumers to use. If your opt out only makes sense to your developers, you should rethink your approach.

We appreciate VRTCAL’s participation in the self-regulatory process and commend their modifications, which ensure that consumers receive a clear explanation of an easy-to-use opt-out mechanism and meet the rest of the DAA Principles.

## **COMPANY’S STATEMENT**

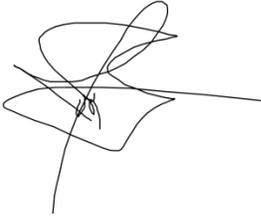
VRTCAL Markets Inc. is committed to respecting consumer privacy by complying with both legal as well as self-regulatory requirements in the digital advertising industry. Upon receiving notice from the Advertising Accountability Program, we immediately responded to clarify our business practices and to start discussions on how we could address their concerns. VRTCAL Markets Inc. appreciates the constructive feedback from the Accountability Program to achieve compliance with DAA Principles by providing clearer instructions to consumers about what data can be used for interest-based advertising (IBA) and how to opt out.

## **DISPOSITION OF DECISION**

Practices voluntarily corrected.

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<sup>34</sup> Changes to browser functionality have muddied this process somewhat, but it remains largely similar.



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