



Online Lead Generation: B2C and B2B Best Practices for U.S.-based Advertisers and Publishers

Released February 7, 2008

www.iab.net/lead_generation

Developed and endorsed by the IAB Lead Generation Committee

Executive Summary

These Online Lead Generation B2C and B2B Best Practices for U.S.-based Advertisers and Publishers are intended to provide organizations with generally accepted principles of conduct. They were developed with input from a broad cross-section of the lead generation industry, including publishers and agencies, and are expected to be revised as market demands change.

These best practices reflect the IAB's commitment to high ethics and corporate responsibility throughout the interactive industry and they provide a common platform for the industry to continue its robust growth, while maintaining trust with consumers and partners.

This document is split into two main categories of best practices:

- ❖ **Business-to-Consumer Best Practices**, covering the relationship between publishers/agencies/advertisers and the consumer, regarding current regulatory environment, consumer disclosures, privacy policies, and data usage
- ❖ **Business-to-Business Best Practices**, covering the relationship between publishers and agencies/advertisers regarding data ownership, incentives, and lead origin

Overall, several themes persist throughout both sections of the document:

- ❖ Complete, accessible, and straightforward disclosure of all parties' intent regarding data collection and usage is essential
- ❖ Data should not be brokered or sold without consent (or notice and choice) of all parties involved, including the consumer and the advertiser
- ❖ Both the consumer and the advertiser should be made aware, through clear notices, of all parties involved in data collection and sharing.
- ❖ All parties should be educated and aware of current regulations regarding consumer protection and privacy.

The IAB's Lead Generation Committee feels strongly that these best practices are absolutely necessary in order to create the kind of advertiser/publisher ecosystem that eliminates friction, increases opportunity and, most importantly, builds consumer trust.

The IAB recommends that all of its members adopt these best practices when generating leads and encourage adherence by others in the industry.

Table of Contents

Business-to-Consumer (B2C) Lead Generation Best Practices	3
Introduction	3
Publisher and Advertiser Privacy Disclosure: Data Collection, Usage & Sharing.....	4
<i>Privacy Policy Disclosures</i>	4
<i>Data Collection Disclosures</i>	5
<i>Data Licensing & List Management</i>	5
<i>Consumer Experience</i>	6
<i>Software Applications (Internet-connected only)</i>	7
<i>Consumer Data Sharing from Publisher to Advertiser</i>	7
Advertiser Disclosure: Offer Requirements and Obligations	7
<i>Terms and Conditions Disclosures</i>	7
<i>Promotional Site Disclosures</i>	8
<i>Use of the Word “Free” or Similar Terms Disclosures</i>	9
Publisher-to-Advertiser (B2B) Best Practices	10
Brokering.....	10
Incentivization / Pre-selection	10
Lead / Data Ownership	11
Source Coding	12
Advertiser to Publisher Payment Structure	12

Business-to-Consumer (B2C) Lead Generation Best Practices

Introduction

Promoting transparency, notice and choice to consumers is critical to a successful and trusted consumer experience. This time-tested principle has been supported by seminal work at the OECD, FTC and other governmental/regulatory authorities who encourage adoption of the Fair Information Principles (<http://www.ftc.gov/reports/privacy3/fairinfo.shtm>).

As a foundation, advertisers and publishers should adopt and adhere to the published guidelines, regulations and laws outlined below.

- **FTC Dot.com Disclosures**
<http://www.ftc.gov/bcp/online/pubs/buspubs/dotcom/index.pdf>
- **FTC Guide Concerning Use of the Word “Free” and Similar Representations**
<http://www.ftc.gov/bcp/guides/free.htm>
- **FTC Advertising and Marketing on the Internet: Rules of the Road**
<http://www.ftc.gov/bcp/online/pubs/buspubs/ruleroad.shtm>
- **Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (declaring unfair or deceptive acts or practices in or affecting commerce unlawful)**
- **The CAN-Spam Act of 2003** or the “Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003”, 15 U.S.C. §§ 7704(a)(3) and (5)(A)(ii),
http://www.law.cornell.edu/uscode/html/uscode15/usc_sup_01_15_10_103.html
- **Online Privacy Protection Act of 2003 (OPPA)**, California Business and Professions Code, Sections 22575-22579, and other state privacy laws
<http://www.courtaccess.org/states/ca/documents/ca-code-22575-22579-july2004.pdf>

Overall, the IAB recommends that all advertisers and publishers:

- Obtain legal advice when developing and managing websites or online lead generation advertisements
- Implement an internal compliance function to monitor ongoing marketing efforts.

In addition to the guidelines, regulations and laws listed above, the IAB recommends that advertisers and publishers adopt and adhere to the following business-to-consumer online lead generation best practices, which focus on three critical areas:

1. Publisher Privacy Disclosure: Data Collection, Usage and Sharing
2. Advertiser Disclosure: Offer Requirements and Obligations
3. Promotional Site Disclosures

Important Definition: Lead Generation Offers on a Publisher Website

While registering on a publisher website, the consumer is presented with lead generation offers from third party advertisers¹. Consumers may select offers of interest, fill out one or

¹ Note that this document does not include best practices for bill-me later offers, or e-commerce and up-sell type offers, defined as offers that require consumers to purchase a product or service.

more forms, providing additional personally identifiable information² (PII), and give consent to share their PII with the advertiser or third parties. In exchange, the consumer receives information or services from advertisers, (i.e., free quote, newsletter or coupon.

Publishers generally offer two forms of online lead generation to advertisers: 1) Simple offers where the consumer may sign up for the offer without entering additional information; and 2) Custom offers where the consumer is required to enter additional information in order to sign up for the offer.

The PII provided by consumers may be as simple as first name, last name and email address. Additional contact information such as physical address and phone number, or demographic information such as household income and other pertinent information for the offer, such as average monthly mortgage payment, may also be collected.

For more information on PII, please refer to the IAB Data Transfer Best Practices at: http://www.iab.net/media/file/standards_pdf_LeadGenerationDataTransferBestPractices.pdf

Publisher and Advertiser Privacy Disclosure: Data Collection, Usage & Sharing

Privacy Policy Disclosures

- ❖ **Publishers and advertisers should each have their own privacy policies. A privacy policy for both the publisher and advertiser is essential to properly obtain permission and communicate the intended use of the data collected from consumers.**
- ❖ **The privacy policy should disclose and outline the practice of data collection, usage, and sharing (“Data Practices”). Data Practices should be easy to find, easy to read and easy for consumers to act upon.**
- ❖ **The privacy policy should be posted in a clear and conspicuous fashion when accepting the consumer’s information on the publisher’s registration page and online lead generation form.**

For example, all notice disclosures should appear in or be linked to every consumer data collection site/application and the company’s website.

- ❖ **Consumers should be given adequate notice of any privacy policy change by the advertiser and publisher.**

Publishers should have notice on their home page that their privacy policy has been updated. Publishers should highlight the updates and list the dates the revisions were made at the top of their privacy policy. Publishers should also strongly consider email notification to all consumers covered by the original privacy policy.

- ❖ **Publishers and advertisers should have both technical and management controls in place to comply with their respective privacy policy.**

Publishers and advertisers should conduct a regular, periodic evaluation of their privacy policy to ensure compliance.

² PII refers to information such as an individual's name, mailing address, phone number or e-mail address.

Data Collection Disclosures

❖ Publishers should not hide fields without consumer disclosure.

Hiding fields entails collection of PII by the publisher and the transmission of that data to the advertiser without notifying the consumer which data will be shared. PII that is entered on the publisher's website prior to the consumer's interaction with an advertiser may be pre-populated in an offer form, but should not be passed without providing the opportunity for the consumer to review that information.

For example, if a consumer's email address is known from the publisher's registration page, it may be pre-populated on the offer data form in the appropriate field. This allows the consumer to easily review and edit his/her data, if necessary, and make an informed decision on whether he/she wants to share that data with the advertiser.

❖ For both simple and custom offer types, if the publisher or advertiser chooses not to show one or more fields, the publisher should either:

- **Include clear and conspicuous notice prominently on the offer page or via a prominently displayed link indicating which fields will be collected and shared with the advertiser(s), OR**
- **Include text next to each offer on the page that specifically lists each field that will be collected and shared with the advertiser(s).**

❖ The advertiser should include a clickable link to its privacy policy within the creative of each offer.

❖ Publishers should not sell data that the consumer has provided during registration or on in an advertiser offer form to other companies to use to market itself to the consumer without the consumer's knowledge or choice.

Publishers who host lead generation offers within another publisher's registration process may use the collected data for improved optimization and targeting of subsequent offers. If the data is used for this purpose, the publisher should disclose usage of that data in their terms and conditions.

Data Licensing & List Management

❖ Publishers and advertisers should disclose if the data collected will be shared with third parties. (Refer to *Privacy Policy Disclosures* above.)

❖ No sharing of PII with 3rd party marketers for the purpose of sending email, without consent

Web sites that capture PII should not engage in sharing or sale of such data with any 3rd party marketers for the purpose of sending email, unless the consumer has consented to share their email address with 3rd parties. Web sites that do share PII with 3rd party marketers, as outlined herein, must disclose to consumers that this will occur. Disclosure should be clear and conspicuous, and must be included at the point of signup and/or on the offer page, in addition to the privacy policy.

❖ Publishers and advertisers using third parties to manage their email list should have a formal data licensing agreement.

If more than one list management partner is used, the publisher or advertiser should maintain opt-out procedures for each partner. In addition, they should establish a mechanism to quickly and efficiently remove these users from all list management partners.

- ❖ **Publishers and advertisers working with list management partners should also create a review or “seeding” process to monitor their partners’ activity.**

Seeding is the practice of intentionally submitting a unique set of data as part of a list for the purpose of tracking the use of that data.

- ❖ **Publishers and advertisers should appoint a compliance manager who is knowledgeable on CAN-SPAM and additional privacy law and standards to oversee the review process.**

The review process should also ensure that the integrity, security and confidentiality of the data shared with each licensor is not being compromised in any way.

Consumer Experience

- ❖ **Publishers should allow consumers to easily skip offers if they do not want to share the data being requested by the advertiser or if they are no longer interested in the offer. This practice allows consumers to pass through the publisher’s registration process and offers with ease.**
- ❖ **Publishers should ensure that the skip function is clear and conspicuous and is not hidden or difficult to locate on the offer. In addition, the skip function should be displayed in equal prominence to the submit function.**
- ❖ **In the creative materials (images, text, etc) some publishers may pre-select advertiser offers on a multi-listing page to present consumers with offers they believe may best fit their needs. Pre-selected offers are acceptable for custom offers where additional data is collected, but should be considered opt-out**

This practice is commonly done by publishers to create a more relevant user experience by targeting offers to consumers through advanced analytics. This is an acceptable practice as long as the consumer is given the opportunity to opt-out and/or skip the offer, and the ability to skip the offer is of equal prominence to the ability to submit the offer.

- ❖ **Simple offers should not be pre-selected.**

Simple offers usually do not ask for additional information or custom form fields and are generally characterized by only a yes/no answer or opt-in box. The practice of pre-selecting the “yes” or the opt-in box — which, in effect, automatically signs up the consumer for that offer without him/her having to take any further affirmative action — is considered to be an opt-out offer and therefore should not be used.

- ❖ **Publishers should use clear language when using pre-selected custom offers. The publisher should not “force” or insinuate that the consumer must select an offer in order to continue through the publisher’s registration process.**

This should include not using language such as, “You must select an offer to continue” unless selecting an offer is required. If the offer is not required, publishers should instead use language such as, “You must view an offer to continue.”

Software Applications (Internet-connected only)

- ❖ Publishers or advertisers may request that consumers download software applications that can connect through the internet to their computer or mobile device. Any such download should only be initiated after affirmative consent from the consumer.
- ❖ After completion of the download, internet-connected software applications should:
 - 1) Only launch with the consumer's knowledge, e.g. be visible to the consumer and not run invisibly in the background, until such time as a consumer configures options to allow such behavior,
 - 2) Clearly indicate the name, brand and contact information of the advertiser or publisher of origin and provide a reasonable method to obtain further information about the advertiser or publisher, and
 - 3) Provide functionality that enables an average consumer to completely uninstall the application from his/her computer or mobile device without any negative impact on the consumer's device.

Consumer Data Sharing from Publisher to Advertiser

- ❖ After submission, the lead data is transferred from the publisher to the advertiser in real-time or batch in a standard, secure format as outlined in *the IAB Lead Generation Data Transfer Best Practices*, available at the following link:

http://www.iab.net/media/file/standards_pdf_LeadGenerationDataTransferBestPractices.pdf

Advertiser Disclosure: Offer Requirements and Obligations

Terms and Conditions Disclosures

- ❖ Prior to accepting any consumer information, the terms and conditions must be clearly and conspicuously disclosed so that a reasonable consumer may understand the essence of the proposed exchange. The terms and conditions should be compiled, reviewed and updated by legal counsel who is knowledgeable about, among other things, the FTC Dot.com Disclosures, other FTC recommendations, and the CAN-SPAM Act of 2003.
- ❖ The terms and conditions should be accessible and prominent during the registration or offer selection process.
- ❖ When using the term “free” or “complimentary” or other similar terms, advertisers should ensure proper disclosures are made in proximity to the term, if some form of obligation is needed by the consumer to receive the offer. (See *Use of the Word “Free” or Similar Terms Recommended Disclosures* section below.)
- ❖ Advertisers should include a summary of consumer obligations and requirements on the offer creative. The summary of obligations and requirements is used to additionally educate consumers and not to replace the detailed terms and conditions link that should be prominently displayed for consumers.

Promotional Site Disclosures

The best practices previously outlined in the Publisher Privacy Disclosure and Advertiser Disclosure sections apply, regardless of the type of publisher site. The following best practices are additional disclosures that promotional publishers with incentivized offers should strongly consider implementing based on the following definitions:

- **Promotional sites** offer consumers rewards such as a free gift, a free newsletter, a free quote, or other reward items when registering.
- A subset of promotional sites may include lead generation offers that are incentivized. **Incentivized Offers** are offers that are required for the consumer to select in order to qualify for the reward.
- ❖ **Publishers may run a combination of incentivized and non-incentivized (optional) offers throughout their registration process and website flow. The offer type – either required or optional – should be clearly and conspicuously articulated to the consumer on the offer pages.**

This disclosure should be at the top of such page before the consumer engages in any advertiser offers.

- ❖ **If multiple pages are used with various offer requirements, it is recommended that consumers be able to navigate freely between the offer pages to better understand the scope of the incentive requirements.**
- ❖ **Promotional sites that have incentivized offers should follow all disclosure points outlined above and take the following additional steps:**

- **The publisher should disclose directly on the registration page exactly what the consumer needs to do in order to receive the reward.**
- **It is recommended that a summary of key requirements of the consumer be disclosed on the first registration page.**

For example, on some sites, the consumer may have to additionally refer a set number of friends, who must also complete the same process in order for all parties involved to receive the reward. This requirement should be disclosed on the first registration page and should not be buried in the detailed terms and conditions.

- **If the consumer must sign up for various offers to qualify for the reward, the publisher should disclose to the consumer the cost associated with each offer presented.**

This can be achieved through a clickable link to a sample of the incentive offers. (See the *Use of the Word “Free” or Similar Terms Recommended Disclosures* section below.)

- **If there is some form of monetary obligation needed to qualify for a gift, the publisher should, at a minimum, provide the consumer with a representative estimate of such costs.**

Use of the Word “Free” or Similar Terms Disclosures

When using the term “free” or “complimentary” or other similar terms, advertisers should ensure proper disclosures are made within close proximity of the claim, if some form of obligation must be incurred by the consumer to receive the offer. The following best practices are recommended:

- ❖ **The disclosures concerning the term “free” should be displayed based on any existing statutes, regulations, or guidance in a publishers’ area of operations. The disclosures should also be displayed in the same font color and type.**
- ❖ **It is recommended that the term “free” (or similar terms) and related disclosures should be highlighted on the registration page by a unique color and font that stands out from the other text on the creative material.**
- ❖ **If a purchase will be required by the consumer to receive the reward item, then the disclosure within close proximity of the word “free” (or similar terms) should be in the same color, font, and size of the word “free” (or similar terms) and it should educate the consumer about the purchase requirement(s).**
- ❖ **It is recommended that a summary of the requirements be listed on the registration page. In addition, the verbiage qualifying the word “free” (or similar terms) should reference the summary terms and conditions listed on the registration page.**
- ❖ **If the offer requires the consumer to fulfill various requirements to receive a free gift, the consumer should always be required to certify he/she agrees to the terms and conditions.**
- ❖ **The disclosure recommendations above primarily focus on landing pages. However, the same strategy should be used for creative materials where the size of the creative material permits. See the Dot.com disclosures for guidance: <http://www.ftc.gov/bcp/online/pubs/buspubs/adscreen.shtm>**
- ❖ **When developing a proper disclosure strategy for the use of the word “free” it is essential to reference the FTC guidance on the use of the word “free” and obtain legal counsel involvement as needed.**

Publisher-to-Advertiser (B2B) Best Practices

The best practices in this section were developed with input from a broad cross-section of industry and are meant to be flexible enough to change with market demands.

Various Publisher-Agency-Advertiser business practices are discussed in detail below, including:

- ❖ Brokering of leads to more than one party
- ❖ Incentives in offers and pre-selection of offers
- ❖ Ownership of a lead's data
- ❖ Source coding for lead-origin tracking

Brokering

- ❖ **Unless permitted in the contract by the advertiser or its authorized agency, a publisher should not broker a lead generation campaign to any other publisher, network or agency.**

Many advertisers who use online lead generation are diligent about tracking the conversion rate of all leads to sales. They track leads by source so that they can optimize their media spend toward lead sources that convert at the highest rate or at an acceptable rate. If a publisher brokers a lead campaign to third parties without the advertiser's knowledge, optimization decisions may become flawed. In addition, many advertisers require Quality Assurance (QA) processes to be completed for each placement. If campaigns are brokered without the advertiser's knowledge, the QA processes would not be able to be performed.

This best practice is particularly important when lead generation campaigns are not hosted by the advertiser and are hosted by the publisher.

- ❖ **If the advertiser does permit a campaign to be brokered, the campaign's terms and conditions offered by the brokering party to the third party should be absolutely consistent with the contractual terms and conditions stipulated by the advertiser, unless the advertiser provides written approval for any changes to those terms and conditions.**

It is important that all publishers involved in a campaign have the same contractual obligations and requirements, including acceptable lead generation methods, disclosures, etc., throughout the brokered ecosystem. The advertiser should be confident that the campaign is running according to its terms, regardless of whether or not the advertiser has a direct relationship with a lead generation source.

Incentivization / Pre-selection

- ❖ **Unless permitted in writing by the advertiser or its authorized agency, a publisher should not offer any incentives to consumers in return for submitting a lead, regardless of whether the campaign is hosted by the publisher or the advertiser.**

Examples of incentives include cash, prizes, reward points, services, entertainment, or content. Requiring a consumer to choose one of multiple advertiser offers in order to receive an incentive is considered *incentivization* and should be done with written permission from the advertiser or its authorized agency.

- ❖ **If the advertiser does permit the publisher to offer incentives in return for leads being submitted to the advertiser, it is the publisher's full responsibility to:**
 - 1) **Completely and plainly disclose the terms and conditions of the incentive opportunity,**
 - 2) **Fulfill the incentive if earned, and**
 - 3) **Promptly and professionally handle any customer service issue relating to the terms or fulfillment of such incentive.**
- ❖ **Publishers should not pre-select lead generation offers without written approval by the advertiser or its authorized agency.**

Pre-selection is acceptable for custom offers; however, consumers should be shown a clear and conspicuous link to enable them to skip the offer instead of submit their information to the advertiser.

Lead / Data Ownership

- ❖ **Publishers should assume that additional data gathered as part of an advertiser's lead generation campaign – beyond any data collected in the publisher's registration process – is owned solely by that advertiser.**

If the publisher considers such data to be co-owned by the advertiser and publisher and if that data may be used for optimization and targeting during the registration process, the publisher should notify the advertiser in writing that this is the publisher's intention (i.e., targeting and optimization of subsequent offers). Such disclosure should be included in the publisher's terms and conditions in addition to their privacy policy.

- ❖ **If the publisher intends to sell a lead it generates to multiple advertisers in the same industry vertical, the publisher should notify the advertiser(s) in writing, in the publisher contract, in advance of any such sale.**
- ❖ **The publisher hosting a lead generation offer should not duplicate or otherwise use any information contained within the lead data for its own purpose or interest, or for the purpose or interest of any third party or itself, except as specifically authorized or agreed to by the advertiser.**
- ❖ **In order to maintain the integrity of the data, publisher should authorize the advertiser to seed the leads.**

Seeding is the practice of submitting a unique set of data as part of a lead intentionally for the purpose of tracking the use of that data.

- ❖ **In order to validate any lead filtering conducted by the advertiser as part of accepting leads from the publisher, the publisher should seed the leads.**

Advertisers sometimes require the ability to filter all leads submitted by a publisher and only use and pay for leads that meet a pre-defined set of criteria. For example, an advertiser may stipulate that it will reject leads that are duplicated within the advertiser's existing file of leads for the past quarter. In this example, if matching incoming leads against an existing file of leads can only be done by the advertiser, the publisher would seed the leads they submit to the advertiser in order to detect the advertiser's potential use of any data from leads it rejected.

Source Coding

Source coding is the process by which advertiser- or agency-supplied identification codes are appended to leads for the purpose of tracking a publisher's placement of offers and tracking a lead throughout the advertiser's lead conversion process. Source coding facilitates transparency within the advertiser/publisher relationship and serves as a means for advertisers and their agencies to track the publisher placement of offers and the quality of leads from all publishers involved in the campaign.

- ❖ **The advertiser should provide each publisher with a source code that is unique to the campaign.**
- ❖ **The advertiser should provide the publisher with clear information regarding the specific source(s) that are approved for the campaign.**
- ❖ **Publishers should append source code information to each lead, when requested by the advertiser.**
- ❖ **A source code should only be appended to those leads that originate from the advertiser-approved sources for a given campaign (See "Brokering" section above for more detail.)**
- ❖ **Ad Networks should provide a unique source code to each affiliate and track placements at the affiliate level throughout the network, if requested by the advertiser.**

Advertiser to Publisher Payment Structure

- ❖ **Typically, the advertiser pays a cost-per-lead (CPL) for every lead based on its assessment of the overall quality of leads generated by the publisher.**

Advertisers may use specific industry lead quality benchmarks as outlined in the *IAB Marketer and Agency Guide to Lead Quality*, available at the following link:
http://www.iab.net/media/file/LeadQualityWhitePaper_031607-1.pdf

- ❖ **To the extent that the advertiser is paying on a CPL basis, before a campaign is launched, the advertiser (or its authorized agency) should agree in writing with the publisher(s):**
 - Exact terms which constitute a compensable lead, including any validation or filtering requirements.
 - Which party will provide the reporting upon which compensation will be based.
 - In what timeframe such reporting will be required and, if it is not provided accordingly, what compensation will be due.

About the IAB

Founded in 1996, the Interactive Advertising Bureau (IAB) represents over 250 leading interactive companies that are actively engaged in, and support the sale of interactive advertising. IAB members are responsible for selling over 86% of online advertising in the United States. On behalf of its members, the IAB evaluates and recommends standards and practices, fields interactive effectiveness research and educates the advertising industry regarding the use of interactive advertising. For more information, please visit www.iab.net.

About the IAB Lead Generation Committee

The mission of the IAB Lead Generation Committee is to define best practices that ensure lead quality and improve conversion; and, educate marketers and agencies on lead generation/customer acquisition as a cost-effective vehicle for advertisers to drive high quality customers. The committee will also evangelize lead generation targeting new industries not utilizing lead generation today.

IAB Lead Generation Committee Members

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