



# Minimum Standards & Requirements

## 1. Accountability

Participating senders must ensure that the mail infrastructure used to send email messages is well maintained and operated in a responsible manner:

- The sender must send email messages through dedicated IP address(es) and be the only entity sending mail over those IPs.
- Email address list maintenance systems must be employed to reliably receive and process bounces and other replies from receiving networks. Permanent delivery errors from email messages sent from IP address(es) must be processed by removing the recipient's email address. Unknown user rates must not exceed 10% of volume sent.
- The IP address(es) must have valid reverse DNS entries. The IP address of the host name of the reverse DNS entry must match the IP address of the sending mail server: there must be a PTR record with a corresponding A record that points back to the original IP.
- Participating senders must be compliant with Network Working Group RFC2821, "Simple Mail Transfer Protocol" and 2822, "Internet Message Format," which describe how email messages must be formatted in order to be processed properly by receiving networks.

## 2. Transparency and Authentication

Participating senders must ensure that email messages are truthful, and that they accurately identify the source of the message.

- Senders are required to publish a Sender ID compliant SPF record for all domains from which email is sent.
- Message headers and sending domains must not be falsified or obscured in any way.
- The subject line and content of every email message must not be false or misleading.





### 3. Security

Participating senders must ensure that there is reasonable security for networks used to send email messages and store recipient information.

- Participating senders must ensure that commercially reasonable measures are in place to protect the security and integrity of any recipients' email addresses and related personal information held in databases or on electronic systems.
- Commercially reasonable efforts must be made to prevent open proxies, open relays and the dissemination of computer viruses, worms, or trojans on the participating sender's network and any IP addresses over which email messages are sent.

### 4. Disclosure

Participating senders must clearly and conspicuously disclose the following at the email point of collection and/or anywhere where and related personal information is collected. Merely linking to a privacy statement is insufficient.

- Disclose the nature of commercial or promotional email messages to be sent and the types of entities that will be providing content, excluding those messages sent to recipients with whom there is a prior business relationship.
- Disclose any sharing or renting of the recipient's email address and/or Related Personal Information that will result in additional commercial or promotional email messages from affiliates and/or third Parties.

### 5. Consent

Participating senders must ensure that consent with appropriate disclosure or a prior business relationship exists prior to sending commercial or promotional email messages.

- Acceptable forms of consent include:





- **Double Opt-In:** (sometimes referred to as ‘Confirmed Opt-In’): The recipient affirmatively requests to add his/her email address to a mailing list. The recipient receives a confirmation email and the recipient confirms his/her request by replying or visiting a provided URL.
  - **Opt-In with Verification:** The recipient affirmatively requests to add his/her email address to a mailing list. The recipient receives a verification email notifying him/her of the subscription and providing clear unsubscribe instructions.
  - **Opt-In:** The recipient affirmatively requests to add his/her email address to a mailing list.
  - **Pre-Selected Option with Verification:** The recipient consents to have his/her email address added to a mailing list by leaving a clear and conspicuous pre-selected option intact. The recipient receives a verification email notifying him/her of the subscription and providing clear unsubscribe instructions. Commercial or promotional email messages sent under this form of consent must include clear and conspicuous identification that the message is an advertisement or solicitation.
  - **Pre-Selected Option:** The recipient consents to have his/her email address added to a mailing list by leaving a clear and conspicuous pre-selected option intact. Commercial or promotional email messages sent under this form of consent must include clear and conspicuous identification that the message is an advertisement or solicitation.
  - **Peer-Initiated Messages:** A participating sender is free to send as many peer-initiated messages as a Recipient initiates, unless and until the non-consenting Individual receiving these opts out. For each instance of when a Recipient initiates a message to an Individual who has not given explicit consent to receive email messages from you, one peer-initiated commercial or promotional email message may be sent. If this Individual does not respond, the Participating sender may send exactly one follow-up email message soliciting that Individual’s consent for commercial or promotional email messages from the participating Sender. The Individual must then explicitly provide consent in one of the five forms presented above to become a recipient of that participating sender. Without explicit consent, participating senders must not send any additional commercial or promotional email messages to the Individual, until and unless the recipient initiates another peer-initiated message.
- A prior business relationship exists with the Recipient where the Recipient:





- purchased a product or service from the email address list owner within the past 18 months,
  - consensually provided their email address
- AND
- has not unsubscribed or opted out from commercial or promotional email messages, or otherwise terminated the relationship.

An affiliate or third party may not rely on a prior business relationship for sending commercial or promotional email messages.

- If the participating sender has not collected the recipient's email address and/or related personal information directly, the participating sender must perform due diligence to ensure that appropriate notice was provided, and relevant consent obtained, as required herein.
- Email addresses may be rented or shared from third parties or to third parties on a temporary basis to send emails relevant to the consent obtained by the email address list owner. Email addresses may only be purchased from a third party or sold to a third party through a co-registration process subject to the restrictions listed below.
- Co-registration: The following requirements must be met to be considered a co-registration:
  - The email address list owner that purchases the email addresses was explicitly, clearly, and conspicuously named at the point of email address collection;
  - Each act of consent (e.g., a check box) resulted in the addition of an email address to only one list; and
  - Proof of consent, including the date, time, originating IP address, and location (e.g., a URL) where the address collection occurred can be produced by the participating sender upon request.
- A participating sender may not send email messages to email addresses that have been obtained by harvesting or dictionary-style attacks.



## 6. Unsubscribe

Participating senders must ensure that the recipient's requests to discontinue receipt of commercial or promotional email messages, or peer-initiated email messages, are honored.

- Every commercial or promotional email message, and every peer-initiated email message, sent under these program requirements must include an unsubscribe option. Removal instructions must be clear, conspicuous, and easily understood. This should be as close to a 'one-click' process (such as selecting a URL) as possible.
- All unsubscribe mechanisms must adhere to the following:
  - **Easy to Use:** Unsubscribe mechanisms may include a reply to the commercial or promotional email message sent to the recipient or an online process described in that commercial or promotional email message with a URL. The unsubscribe process must not require a Recipient to provide any information other than the Recipient's email address, unless the recipient has been clearly and conspicuously notified at the point of collection that receiving commercial or promotional email messages is a requirement to receive a service, in which case a username and/or password may be required.
  - **Timely:** A recipient's request to unsubscribe must be processed, and the request must become effective within 10 business days from receipt.
  - **Persistent:** Unsubscribe mechanisms must be functional for no fewer than 30 days following the sending of the commercial or promotional email message.
  - **Indefinite:** A recipient's request to unsubscribe is valid and must be honored indefinitely, or until the recipient provides his or her new consent, as defined in these Program requirements, to receive commercial or promotional email messages.
  - **Absolute:** Once a recipient has unsubscribed, commercial or promotional email messages may not be sent and the recipient's email address or related personal information may not be sold, leased, or otherwise shared with third parties.



- **Flexible:** If a recipient contacts the sender with an ‘Out of Band Request’ for an unsubscribe, for example, via postal mail, email to another account at the sender (e.g., [abuse@sender.tld](mailto:abuse@sender.tld) or [postmaster@sender.tld](mailto:postmaster@sender.tld)), or through a telephone call, those unsubscribe requests should be acted on in a timely manner.
- In the case of peer-initiated communications, the unsubscribe must allow Recipients to unsubscribe from *all* future Email Messages from the participating sender, whether peer-Initiated or not.
- In cases where a recipient is clearly and conspicuously notified at the point of collection that receiving commercial or promotional email messages is a requirement to receive a service, the unsubscribe option may be provided through a link in every commercial or promotional email message to a more general account administration tool (for example, ‘account settings’ or ‘account preferences’), and may require a login at a specified web page.

## 7. Responsiveness

Participating senders must ensure that all parties involved in the sending of email messages cooperate with the program administrator to resolve any issues regarding program requirements by responding in 3 business days of notice, and by taking corrective action within 10 business days of notice.

- Participating senders must create and maintain the standard role email accounts [abuse@sender.tld](mailto:abuse@sender.tld) and [postmaster@sender.tld](mailto:postmaster@sender.tld) for all of their domains that send email in order to facilitate handling complaints and other issues.
- Participating senders must register with [abuse.net](http://abuse.net), and maintain accurate contact information in the whois database.
- Sender agrees to maintain current and correct contact information with Return Path.





## Frequently Asked Questions

### **Do these standards ever change?**

Return Path sender certification periodically reviews program standards to ensure it remains the highest quality program of its kind and continues to meet the needs of both senders and receivers as email technology evolves. Updates to the program standards may accommodate changes in the email industry, such as to account for the rise of peer-initiated email, or when a new blacklist becomes available. Important industry standards that are adopted by our receiver network may also precipitate an update to the program standards. These updates are rare and senders are always given adequate notice, so there are no surprises.

### **How do you know so much about my email?**

Return Path has developed the industry's largest collaborative email reputation data network. Participating ISPs and filtering companies contribute data about your email into our data network. This data comes from entities such as Microsoft, Yahoo!, Ironport, Lashback, as well as additional anonymous sources that Return Path is obligated to keep confidential. Other data is obtained from public sources such as blacklists.

### **If Unsubscribe data is provided in the reports for Informational purposes only, when and why should I care?**

All certified senders are responsible for providing an unsubscribe option in applicable mail, and for ensuring that the unsubscribe channel is functional. During your application, and periodically thereafter, Return Path confirms your unsubscribe functionality by subscribing and then unsubscribing from your list. We test to ensure accessibility, functionality, and timely removal of the recipient from receiving additional email from the sender.

Sender certification provides informational data regarding your Unsubscribe functionality in the form of a score. The Unsubscribe Score is on a scale of 0 to 100 and is based on the last 90 days of observed behavior. Scores of 90-100 typically mean the sender is honoring unsubscribe requests in a timely manner. This data is provided for informational use only and is not tied to definite compliance action. However, scores that fall below 90 may precipitate a manual review of your unsubscribe functionality.





## Definitions

**Affiliate:** The term "affiliate" means an entity that is not connected to the participating sender by a common marketing brand, but is related to the participating sender by corporate or organizational structure.

**Commercial or Promotional Email Message:** The term "commercial or promotional email message" means any electronic email message that is business-related or an endorsement and is sent by the participating sender or on behalf of the participating sender other than: a transactional or relationship email message, or a personal correspondence email message. Examples of commercial or promotional email messages include, but are not limited to marketing messages, promotional messages, fundraising messages, newsletters, and surveys.

**Email Address List Owner:** The term "email address list owner" means a company, company division, subsidiary, co-branding partner, or organization that is connected together by a common marketing brand and owns the list of email addresses that is being used under these program standards.

**Email Message:** The term "email message" means any email that is sent by the participating sender or on behalf of the participating sender

**List Rental:** The term "list rental" refers to the practice of renting lists from a third party of email addresses belonging to internet users who have signed up to receive commercial e-mail messages about topics of interest.

**Participating Sender:** The term "participating sender" means a company, company division, subsidiary, or organization that signs the Return Path Certification license agreement. In instances where the participating sender did not collect the email addresses directly, but rather is acting as an agent for the email address list owner, the participating sender must ensure that the program requirements are satisfied by the email address list owner.

**Peer-Initiated Commercial or Promotional Email Message:** The term "peer-initiated commercial or promotional email message" means a commercial or promotional email message that is sent by the participating sender, or on behalf of the participating sender, to an email address provided by a recipient who has requested that the participating sender contact an individual other than the recipient for the purpose of informing that individual about the participating sender's product(s) or service(s).





**Personal Correspondence Email Message:** The term "personal correspondence email message" means an email that is sent in the normal course of running a business that meets the following criteria:

1. The email is sent by an actual person that is clearly identified in the message;
2. This person sends no more than 1,000 messages per day;
3. Replying to the message sends a copy of the reply to the original person that sent the message;
4. Reasonable measures are in place to ensure that requests from individual recipients to no longer be contacted are honored;
5. Reasonable measures are in place to ensure that the email messages are targeted to the individual recipient;
6. Email messages sent to one of the following role addresses cannot be considered personal correspondence email messages if they contain sales-related material, unless the address owner has publicized that the address should be sent such sales-related material. This requirement was adopted from commonly accepted Internet protocols established with RFC 2142 (<http://www.faqs.org/rfcs/rfc2142.html>).
  1. root@domain
  2. postmaster@domain
  3. hostmaster@domain
  4. abuse@domain
  5. ipadmin@domain
  6. noc@domain
  7. security@domain
  8. webmaster@domain

**Recipient(s):** The term "recipient" means the individual who receives an email message covered by these program requirements.

**Related Personal Information:** The term "related personal information" means other personal information provided by the recipient at the time of email address collection.

**Spam Traps:** Spam traps are email addresses that are set up specifically to catch mailers who are harvesting addresses or using directory attacks to send unsolicited email.

**Third Party:** The term "third party" means a commercial entity that is unrelated by corporate structure to a Participating Sender and that is not acting as the participating sender's agent.

**tld:** Top level domain.





**Transactional or Relationship Email Message:** The term “transactional or relationship email message” means any electronic mail message sent by the participating sender or on behalf of the participating sender the primary purpose of which is:

1. to facilitate, complete, or confirm a commercial transaction that the recipient has previously agreed to enter into with the participating sender;
2. to provide warranty information, product recall information, or safety or security information with respect to a commercial product or service used or purchased by the recipient;
3. to provide any of the following regarding a subscription, membership, account, loan, or comparable ongoing commercial relationship involving the ongoing purchase or use by the recipient of products or services offered by the participating sender:
  1. notification concerning a change in the terms;
  2. notification of a change in the recipient’s standing or status; or
  3. at regular periodic intervals, account balance information or other type of account statement.
4. to provide information directly related to an employment relationship or related benefit plan in which the recipient is currently involved, participating, or enrolled; or
5. to deliver goods or services, including product updates or upgrades, that the recipient is entitled to receive under the terms of a transaction that the recipient has previously agreed to enter into with the sender.