

Fyber's CCPA Resource Page

On January 1, 2020, the California Consumer Privacy Act of 2018 (CCPA) will take effect.

At Fyber, we invest great effort to ensure that our products and services comply with legislative and regulatory requirements and have decided to be an early adopter of CCPA. For that purpose, we have created this CCPA resource page to provide you with information about Fyber's compliance efforts with the CCPA. Our resource page includes terms defined by the CCPA which we have capitalized throughout this page so you can easily identify them.

PUBLISHERS

If you are connected to a Fyber service as a publisher, we have executed with you a commercial agreement and a data protection addendum that describe the service that Fyber provides you and instruct Fyber to process personal data, on your behalf, as part of Fyber's provision of the service. For the purposes of the CCPA, the data that Fyber Collects on behalf of its publishers may include Personal Information.

In this context, **you are a Business and Fyber is your Service Provider.**

Your sharing of Personal Information related to your Consumers with Fyber, and Fyber's Collection of Personal Information related to your Consumers, are done **strictly and as necessary to facilitate Fyber's provision of the service.**

In consideration for providing the service to you, Fyber pays you a share of the revenue collected by Fyber from relevant demand partners (advertisers, DSPs, ad networks, etc.) for the purchased advertisement space inventory on your mobile application or website pursuant to the terms of your agreement with Fyber. **Fyber does not receive from you and you do not pay Fyber any monetary or other valuable consideration for making Personal Information available to Fyber.**

If you wish to provide your Consumers with a **"Do not sell my personal information"** option on your application or website Homepage, then following your notification, Fyber will cease Collecting and using, on your behalf, Personal Information related to the opted-out Consumers. **It is your sole responsibility and liability, as a Business, to decide if the opt-out option is required, pursuant to the CCPA and to instruct Fyber accordingly.**

Fyber requires its publishers to agree to Fyber's [CCPA Addendum for Publishers](#) which shall be available upon your next sign-in to the Fyber dashboard.

DEMAND PARTNERS

Services: Fyber Marketplace; Fyber FairBid Mediation; Programmatic Mediation:

As a Fyber demand partner, you have executed with us a commercial agreement and a privacy and information security addendum or a data processing addendum that describe Fyber's service. The agreement and addendum also set the terms for your use of Personal Information related to users that Fyber makes available to you, so that you could purchase ad inventory on Fyber publishers' mobile applications or websites and serve targeted or contextual advertisements to them.

Under the General Data Protection Regulation (GDPR), Fyber is a data processor on behalf of its publishers. Fyber's processor position does not limit you from processing such personal data based on your independent lawful ground of processing such data as an **independent data controller**. In a similar manner, under the CCPA, **Fyber, as a Service Provider of its publishers,** makes Personal Information available to you via the Fyber service, so that you could purchase the advertisement space inventory on Fyber's publishers' mobile application or website and serve targeted advertisements. According to your commercial agreement with Fyber, you pay Fyber the purchase price of such advertisement space inventory, advertisement impression or a fee for using such service, to facilitate the serving of your ads on the publishers' advertisement space inventory.

You do not pay Fyber or provide Fyber with any other valuable consideration for the making of Personal Information available by Fyber to you, to support Fyber’s position as the publisher’s Service Provider.

Under the CCPA Addendum, you are requested to make sure that you use the Personal Information that Fyber transfers to you, strictly as necessary to facilitate Fyber’s function as a Service Provider on behalf of Fyber’s publishers-customers. Fyber’s agreement with you, including the CCPA Addendum, **does not limit you from using Personal Information related to your own Consumers, as a Business, subject to the provisions of the CCPA.**

Services: Fyber Offer Wall Edge or Fyber Direct Sales Service:

When using the Fyber Offer Wall Edge or the Fyber Direct Sales Service, you may make Personal Information of your Consumers available to Fyber. Fyber needs your Consumers’ Personal Information to prepare and send you the action-based invoices, to follow your instructions not to send ads to specific Consumers’ devices, to send you fraud related reports and for Fyber’s Operational Purposes associated with the service. In this context, **you are a Business and Fyber is your Service Provider.**

Your sharing with Fyber of Personal Information related to your Consumers and Fyber’s Collection of Personal Information related to your Consumers, are done **strictly and as necessary to facilitate Fyber’s provision of the service.**

You pay Fyber fees in consideration for the purchased advertisement space inventory and the delivery of your advertisements, in accordance with the business model and terms of your agreement with Fyber. **Fyber does not pay you and you do not receive from Fyber any monetary or other valuable consideration for transmitting Personal Information related to your Consumers to Fyber.**

If you wish to provide your Consumers with a “**Do not sell my personal information**” option on your application or website’s Homepage, then following your notification, Fyber will cease Collecting and using on your behalf Personal Information related to the opted-out Consumers. **It is your sole responsibility and liability, as a Business, to decide if the opt-out option is required, pursuant to the CCPA and to instruct Fyber accordingly.**

Fyber requires its demand partners to agree to Fyber’s CCPA Addendum for Demand Partners which shall be available upon your next sign-in to the Fyber dashboard.

CONSUMER RIGHTS

Fyber will follow your instructions to delete Personal Information, according to the deletion details that you transfer to us together with the deletion request (e.g. a specific Ad ID), following a Verifiable Consumer Request, unless Fyber concludes that it is necessary for Fyber to maintain such Personal Information for one or more permitted purposes under the CCPA (for example, to detect fraudulent or illegal activity or to prosecute those responsible for these activities).

As a Business, it is your responsibility to send us Verifiable Consumer Requests only and it is your discretion whether to accept or deny any deletion request, based on the provisions of the CCPA.

Further details and guidance on how to transmit the deletion requests to Fyber will be shared on or before January 1, 2020.

CCPA-Adapted Privacy Policy

On or before January 1, 2020, Fyber will introduce an update to its privacy policy to support the applicable disclosure requirements under the CCPA.

If you have any questions related to Fyber’s CCPA compliance efforts, please contact our Privacy Team at: privacy@fyber.com.