



The Seal of Trust in Digital Marketing

LSA Certification Standards and Best Practices

Preamble

The Local Search Association (LSA) believes that the local marketing and advertising industry is best served by strong but fair competition amongst principled companies that abide by a certain standard of conduct.

Local businesses have numerous options when shopping for a marketing provider and often face unfamiliar industry terms, promises they don't understand and expectations that are misplaced. A marketing service may compete in areas including but not limited to the following:

- Scope of services
- Quality of services
- Consistency of services
- Competence, depth and diversity of staff
- Cost
- Compensation model
- Transparency of pricing
- Expected performance of campaigns or services
- Past results obtained for existing clients.

Local businesses need assurances that marketers will stand behind representations made during the sales process and follows business practices that make it a trustworthy partner.

This document sets out best practices for selling digital media, advertising and marketing services intended to identify marketing providers that local businesses can trust. It is not intended to be a comprehensive list of every activity, but rather a framework for establishing good business practices in the sale and fulfillment of digital marketing products and services. At this time, these standards and practices are for business conducted in the U.S. only.

General conduct

1. Members commit to honesty and integrity in all dealings and communications.
2. Members will deal fairly with clients, vendors, media and the public. No false, misleading or exaggerated claims will be made to advance self or marketing content at the expense of the truth. Members shall not disparage or smear the professional reputation of others as a form of competition.



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Clients/Prospective Clients:

Members commit to serving and engaging with their clients or prospective clients (hereinafter referred to jointly as “client”) consistent with the following conduct:

1. Make its best effort to help the client understand the products and services that are being sold.
2. Seek to serve the needs of the client through the products and services recommended or sold.
3. Not sell products or services that are primarily for its own pecuniary interest and that do not provide meaningful benefit to the client’s needs.
4. Not misrepresent the product, service, program, campaign or any other marketing being sold.
5. Not misrepresent the member’s competence, credentials, experience or professional capabilities.
6. Accept only client assignments that it can manage effectively. Assess the value that it can provide to the client in light of the following:
 - a. The member has the right expertise to meet the client’s needs;
 - b. The member can devote sufficient time or resources to the client’s account, campaigns, and administrative needs;
 - c. The client’s budget is sufficient for the level of service and/or the type of campaign that the member evaluates is needed for the client to succeed;
7. Set reasonable expectations regarding results or outcome of its products and/or services;
8. Hire, train and educate staff appropriately to be qualified for the tasks required to service clients according to the contract.
9. Communicate appropriately with the client to meet demands of the service being provided.
10. Provide relevant information and disclose all material facts sufficient for clients to make informed decisions regarding purchasing marketing services, management of the clients’ account and campaign options or strategies.
11. Have policies and procedures for the following:
 - a. A written dispute resolution process upon receipt of a client complaint that includes at a minimum the following:
 - A process for review of the complaint;
 - A timeline for a response to the complaint;
 - A process for escalating the complaint in the event the dispute is not resolved by the first response.



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- b. What client account information a client has access to and what reporting will be provided that at the minimum includes a standard (non-customized) format report for the following:
 - Financial reporting of all monies paid by the client;
 - A report of the results of the services provided or performance of any marketing campaigns.
 - If agreed to as specified in the contract or terms and conditions, or to the extent applicable and required by third-party media sellers, an accounting of money spent on media buy.
- c. Record retention of client files and account information.

Contracts

Members shall document agreements with clients clearly and transparently and meet the following requirements:

1. All terms and conditions or contracts for marketing services (hereinafter jointly referred to as “agreements”) be available in written form and/or in a retrievable recording.
2. Agreements clearly describe services to be rendered and state all key and critical terms and conditions including any services specifically excluded when normal business or industry practice is to include those services.
3. Agreements state the term of the agreement and conditions of termination.
4. Agreements provide details regarding the fee and/or payments to be made including the following:
 - a. The price or contracted amount of the services;
 - b. The schedule for payment;
 - c. How payment should be made.
5. Disclosure of any service or product that will be automatically billed or renewed, the frequency of such practice, and how and when such auto-renew may be terminated.
6. Disclosure of any content, websites, URL's, listings, third-party account credentials or access such as My Google Business logins, listings, creatives, branding or other work using the client's name or identity that will not be transferable upon termination of the agreement.
7. Any changes or amendments to the agreements be documented or recorded.



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Transparency

Members commit to being open and transparent with their clients specifically in the following areas:

1. To the extent the service agreement covers media buy and the member acts as agent on behalf of the client to buy media, member will act only within scope of authority as set out in the service agreement or terms and conditions.
2. Member will establish clear goals and objectives of its services or marketing campaigns. It is recommended that such goals be measurable.
3. Members that sell third-party media or manage such media on behalf of their clients shall comply with all policies and standards required by the third-party media company.

Privacy

Members shall have policies that protect the privacy of client information from disclosure to the public, third-parties or competitors in the following areas:

1. Secure storage and protection from disclosure of client's financial information provided to the member.
2. Secure storage and protection from disclosure of proprietary or confidential information provided to the member.
3. Use of consumer marketing information in campaigns run by the member.
4. Collection of consumer marketing information from campaigns hosted by the member.
5. Protection of sensitive consumer information held, used or collected such as personally identifiable information and financial or health data.
6. Compliance with client obligations in handling of specific information such as required by HIPPA, the attorney-client privilege or other legal obligations.
7. Maintenance of an internal "Do Not Contact" list for clients who request not to be contacted by email or phone.

Enforcement

Members shall further uphold this code of conduct by submitting to a review process administered by LSA in the event a complaint is received claiming the violation of one or more items covered in this code of conduct.