



TRUSTe License Agreement – 6.0

This agreement (the “Agreement”) represents the agreement between Trusted Universal Standards in Electronic Transactions (“TRUSTe”) and [_____]
(the “Licensee”) with respect to Licensee’s participation in the TRUSTe Program and use of the TRUSTe mark (the “Trust Mark”), the use of the Click to Verify Seal (the “Verify Mark”), the use of the TRUSTe “Children’s Seal Mark” (the “Children’s Mark”) and the use of the Audit Alert Mark. This Agreement shall be effective (“Effective Date”) on the date signed below by TRUSTe or, in the case of a renewal, the day after the previous license expires if signed by TRUSTe before the expiration of the previous license.

1. **Program Requirements.** Licensee shall comply with the Program Requirements, which as of the Effective Date are set forth on Schedule A (“Program Requirements”).
 - A. **Children’s Seal Program Requirements.** If Licensee’s World Wide Web (“Web”) Site (defined below) is directed at children under the age of thirteen (13), or a section of Licensee’s Web Site is directed at children under the age of thirteen (13), or Licensee has actual knowledge that it is collecting or maintaining personal information from children under the age of thirteen (13), Licensee shall comply with the Children’s Seal Program Requirements, which as of the Effective Date are set forth on Schedule B.
 - B. **Amendments.** Unless otherwise required by law, TRUSTe may amend the Program Requirements and/or the Children’s Seal Program Requirements (by amending Schedules A and/or B), from time to time in its reasonable discretion upon twenty (20) business days’ prior written or electronic notice to Licensee. Upon receipt of such notice, Licensee may terminate this Agreement by providing written notice to TRUSTe within said twenty (20) day period, in which case, Licensee will receive a prorated refund of the license fee paid hereunder for the then current license term (representing the portion of the current license term remaining as of the effective date of the termination). If Licensee does not provide such written notice of termination, it will comply in full with the amended Program Requirements and/or Children’s Seal Requirements upon the end of said twenty (20) day period. When deemed appropriate by TRUSTe, the amendment may provide a longer period for implementation of the amended Program Requirements and/or Children’s Seal Program Requirements. TRUSTe may amend any time periods referenced in this Agreement if required by law.
2. **License Grant.** Subject to the terms and conditions of this Agreement, TRUSTe grants to Licensee a non-exclusive, royalty-free, worldwide license to use, reproduce, and publicly display copies of the _____ [fill in Trust and/or Children’s] Mark and the Verify Mark, in the form provided by TRUSTe, to Licensee on the following Web Site(s) (the “Site”) [http\(s\)://_____](http(s)://_____) [fill in site address(es)]. [For guidance, a site is

defined on the basis of what is presented to the consumer and commonly understood to be a single Web site under the control of Licensee. In most cases, in the U.S. the Web site is defined by the second level domain name; i.e. truste.org. If Licensee uses a global domain, in most cases, the site is defined by the third level domain name; i.e., anycompany.uk.] Licensee may not use or reproduce the TRUSTe Mark(s) in any manner other than as described in this Agreement. The term “the TRUSTe Mark(s)” shall include in any combination : the Trust Mark, the Verify Mark, and/or the Children’s Mark. Except as otherwise provided by Section 9 of this Agreement, Licensee’s use of the TRUSTe Mark(s) is limited to the Site only, and no license is provided to use the TRUSTe Mark(s) on any other Site or on any products or materials of any kind produced by Licensee. Licensee may not sublicense the use of the TRUSTe Mark(s), except as necessary to a third party who provides the hosting service for Licensee’s Site in order to allow the display of the TRUSTe Mark(s) on the Site in accordance with the terms of this Agreement, and for no other purpose. Upon execution of this Agreement and performance of its terms, the Site operated by Licensee is eligible to display the _____ **[Insert Trust and/or Children’s]** Mark and Verify Mark and participate in the Program (defined in Schedules A and B hereto).

3. Ownership of the TRUSTe Mark(s); Quality Control.

- A. Ownership Acknowledgment and Use of TRUSTe Mark(s). Licensee acknowledges that, as between the parties, TRUSTe is the sole and exclusive owner of all trademarks, service marks, certification marks, copyrights and other intellectual property rights of any kind in the TRUSTe Mark(s). Licensee agrees that: (i) it shall do nothing inconsistent with such ownership either during the term of the Agreement or afterwards; (ii) all use of the TRUSTe Mark(s) by Licensee shall inure to the benefit of TRUSTe; (iii) it shall take no action that shall interfere with or diminish TRUSTe’s right in the TRUSTe Mark(s); (iv) it shall use the TRUSTe Mark(s) so as to create a separate and distinct impression from any other service mark or trademark that might be used by Licensee; and (v) it will not display any of the TRUSTe Mark(s) on any site that is or offers any service or product that is misleading, unlawful, or violative of the rights of third parties.
- B. Formalities. In the event TRUSTe wishes to ascertain the location of the Site’s server, Licensee shall supply such information upon TRUSTe’s reasonable request. Licensee shall reasonably cooperate with TRUSTe to allow TRUSTe to comply with the formalities of the laws of the jurisdiction where Licensee operates, including but not limited to the execution of applications for registration as a registered user of the TRUSTe Mark(s), the execution of additional license agreements suitable for recording with appropriate authorities, the provision of proof of use of the TRUSTe Mark(s), or by providing or executing other applicable documents. TRUSTe will reimburse Licensee’s reasonable out-of-pocket expenses incurred under this Section 3.B to comply with formalities imposed upon licensors by the law of the jurisdiction where Licensee operates. Licensee will not be reimbursed for expenses incurred under this Section 3.B. to comply with formalities imposed upon licensees by the law of the jurisdiction where Licensee operates, such as costs associated with registration as a registered user of a licensed mark.
- C. Non-Alteration. The TRUSTe Mark(s) shall reside on Licensee’s server. Licensee shall not alter the TRUSTe Mark(s) in any form, change the data

contained within the image, change the file name of the image, or artificially change the size or shape of the image(s). If the TRUSTe Mark(s) resides on a server other than Licensee's own server because a party provides a service to Licensee with regard to the Site, Licensee shall ensure that any such third party conforms to the requirements of this Agreement with regard to the TRUSTe Mark(s).

- D. Warranty and Disclaimer; Indemnification by Licensee. The TRUSTe Mark(s) is licensed "AS IS" with no warranty of any kind. Licensee will defend, indemnify and hold TRUSTe, and its officers, directors, employees and representatives harmless from and against any liability, damages, costs and expenses, including without limitation reasonable attorneys' fees, in connection with any third party claims against TRUSTe, its officers, directors, employees or representatives, arising from or relating to the Site, Licensee's use of the TRUSTe Mark(s) (except for claims that the TRUSTe Mark(s) or use of the TRUSTe Mark(s) infringes any trademark rights of third parties) or Licensee's non-compliance with the Privacy Statement(s) (defined in Section 2.F of Schedule A), Program Requirements (which are set forth on Schedule A), or Children's Seal Program Requirements (which are set forth on Schedule B); provided that TRUSTe (i) provides prompt written notice of any such claim, action or demand, (ii) allows Licensee to control the defense and related settlement negotiations, provided, however, that TRUSTe shall have the right to participate in such defense with counsel of its own choosing at its own expense, (iii) provides Licensee, at Licensee's request, with reasonable assistance in the defense of such claim, action or demand, so long as Licensee reimburses TRUSTe for TRUSTe's reasonable out-of-pocket expenses associated therewith, and (iv) Licensee may not settle a claim in a manner that causes TRUSTe to incur unindemnified liability, take action, or suffer other injury, without TRUSTe's written consent, which consent shall not unreasonably be withheld.
- E. Indemnification by TRUSTe. TRUSTe will defend, indemnify and hold Licensee and its officers, directors, employees and representatives harmless from and against any liability, damages, costs and expenses, including without limitation reasonable attorneys' fees, in connection with any third party legal action based upon a claim that the TRUSTe Mark(s) infringes the U.S. trademark rights of any third party, and pay any settlement negotiated by TRUSTe of any such action, provided that Licensee: (i) provides prompt written notice of any such claim, action or demand, (ii) allows TRUSTe to control the defense and related settlement negotiations, provided, however, that Licensee shall have the right to participate in such defense with counsel of its own choosing at its own expense, (iii) provides TRUSTe, at TRUSTe's request, with reasonable assistance in the defense of such claim, action or demand, so long as TRUSTe reimburses Licensee for Licensee's reasonable out-of-pocket expenses associated there with, and (iv) TRUSTe may not settle a claim in a manner that causes Licensee to incur unindemnified liability, take action, or suffer other injury, without Licensee's written consent, which consent shall not unreasonably be withheld. THE FOREGOING IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS OF ANY KIND.

4. Duration.

- A. Term. Unless terminated earlier or extended by the parties in writing, this Agreement shall terminate (a) one year from the date that TRUSTe notifies Licensee that its Privacy Statement (defined in Section 2.F of Schedule A hereto) has been approved and that it is authorized to display the TRUSTe Mark(s) on the Site, or (b) one year and thirty calendar days from the Effective Date of this Agreement, whichever is earlier. Licensee will need to re-apply and re-qualify for a TRUSTe license upon termination of this Agreement if it wishes to continue to use the TRUSTe Mark(s) and participate in the TRUSTe Program.
- B. Extension of this Agreement upon Renewal. Notwithstanding the provisions in A, if Licensee provides TRUSTe with a duly executed renewal license agreement and an updated Self Assessment Sheet no later than forty-five (45) calendar days prior to the date this Agreement would otherwise be terminated and such renewal license agreement is signed by TRUSTe, this Agreement will be extended until the earlier of the date TRUSTe approves Licensee's Privacy Statement and use of the TRUSTe Mark(s) under the renewal license agreement or the date ninety (90) calendar days from the date this Agreement would otherwise be terminated.
- C. Extension of Agreement Upon Assignment or Transfer. If (i) this Agreement would otherwise be terminable by TRUSTe pursuant to Section 10.B hereof, (ii) Licensee has requested an extension of this Agreement, otherwise complied with the notification and "Opt Out" provisions of Section 3.B.vii of Schedule A and provided an updated Self Assessment Sheet presenting information to the best of its knowledge and belief based on the anticipated business practices of the Licensee, or its successor in interest if applicable, after the Assignment or Transfer, and (iii) TRUSTe has, in its sole and absolute discretion, approved such extension in writing, this Agreement shall be extended until the earlier of the date after the Assignment or Transfer on which TRUSTe approves Licensee's Privacy Statement (or the Privacy Statement of Licensee's successor in interest if applicable) and the use of the TRUSTe Mark(s) under a renewal license agreement or the date ninety (90) calendar days after the date of the Assignment or Transfer. Licensee agrees to provide an updated Self Assessment Sheet no later than forty-five (45) days after the date of the Assignment or Transfer. During the extension period, Licensee, or its successor in interest pursuant to the Assignment or Transfer if applicable, shall have the right to display the TRUSTe Mark licensed to Licensee under the Agreement provided Licensee, or its successor in interest if applicable, complies with all of Licensee's obligations and the policies under the Agreement.
- D. Renewal of Prior License Agreement. TRUSTe and Licensee are parties to a prior license agreement, dated _____, 199__ ("Prior Agreement"). The parties agree that the Prior Agreement shall be extended until the earlier of the date TRUSTe approves Licensee's Privacy Statement and use of the TRUSTe Mark(s) under this renewal license agreement or the date ninety (90) calendar days after the date the Prior Agreement would have otherwise terminated. Accordingly, during

the extension, Licensee shall have the right to display the TRUSTe Mark licensed to Licensee under the Prior Agreement provided Licensee complies with all of its obligations and the policies under the Prior Agreement.

5. Termination.

- A. Termination by TRUSTe for Material Breach. TRUSTe may terminate this Agreement upon twenty (20) business days prior written notice (“Notice of Termination”) to Licensee of a material breach of this Agreement, unless the breach is corrected to TRUSTe’s satisfaction within the twenty business day period. If Licensee has not satisfied TRUSTe’s concerns upon expiration of the Cure Period, TRUSTe shall notify the TRUSTe Board of Directors and Licensee of the Notice of Termination within five (5) business days thereafter. Licensee may invoke Board Review pursuant to Section 5.C by submitting a written statement to TRUSTe which shall be transmitted by TRUSTe to the Board of Directors within the same five (5) business day period. Material breaches include but are not limited to: (i) Licensee’s use of the TRUSTe Mark(s) on the Site in a manner inconsistent with the license granted under this Agreement, any use of the TRUSTe Mark(s) on products or materials (unless expressly approved in writing as provided below), or any use otherwise contrary to the provisions of this Agreement; (ii) Licensee’s challenge to TRUSTe’s ownership of the TRUSTe Mark(s) or the validity of the TRUSTe Mark(s); (iii) Licensee’s failure to implement and adhere to the policies set forth in Licensee’s Privacy Statement; (iv) failure to adhere to the Program Requirements; or (v) Licensee’s material failure to permit or cooperate with a reasonable review of the Privacy Statement or the Site and related records pursuant to Section 4 of Schedule A.
- B. Termination By Either Party for Any Reason. Except as provided by Section 5.A or 5.D of this Agreement, either party may terminate this Agreement at any time upon twenty (20) business days prior written notice (“Notice of Termination”) for any reason. If this Agreement is terminated by TRUSTe for any reason other than as provided by Section 5.A or 5.D of this Agreement, TRUSTe’s Notice of Termination to Licensee shall explain the reason for the termination and provide Licensee ten (10) business days from the mailing of said Notice of Termination to satisfy TRUSTe’s concerns (“Cure Period”). If, Licensee has not satisfied TRUSTe’s concerns upon expiration of the Cure Period, TRUSTe shall notify the TRUSTe Board of Directors and Licensee of the Notice of Termination within five (5) business days thereafter. Licensee may invoke Board Review pursuant to Section 5.C by submitting a written statement to TRUSTe which shall be transmitted by TRUSTe to the Board of Directors within the same five (5) business day period. If the termination becomes effective, TRUSTe will promptly refund to Licensee a prorated refund of the license fee paid hereunder for the then current license term (representing the portion of the current license term remaining as of the effective date of termination). If this Agreement is terminated pursuant to this Section 5.B by Licensee, Licensee shall be bound to continue to cooperate reasonably until the completion of any review provided for by Section 4 of Schedule A hereto, including Site reviews, tracking unique identifiers in the

Site's database, and on-site privacy compliance reviews, that has been requested or commenced by TRUSTe prior to termination by Licensee of this Agreement.

- C. Board Review. Termination will become effective five (5) business days after expiration of the period for Licensee to submit a written statement, unless in the case of termination for no cause, twenty-five percent (25%) of the members of the Board of Directors object to the Notice of Termination, and in the case of termination for material breach a majority of the Board of Directors object to the Notice of Termination.
 - D. Partial Termination/Modification of Mark by TRUSTe. Upon ten (10) business days prior written notice, TRUSTe may terminate Licensee's right to use the TRUSTe Mark(s) on a server in a particular country in which TRUSTe reasonably determines that the continued use of the TRUSTe Mark(s) in such country may impose potential liability on TRUSTe or seriously threaten TRUSTe's ownership of the TRUSTe Mark(s). If no replacement mark is provided, Licensee will receive a prorated refund of the license fee paid hereunder for the then current license term (representing the portion of the current license term remaining as of the effective date of termination). In addition, in such event or if TRUSTe's use of the TRUSTe Mark(s) is challenged by a third party or TRUSTe becomes aware of a significant risk of such a challenge, TRUSTe may at its option uniformly provide its licensees with a replacement mark for the TRUSTe Mark(s) either generally or in any particular country(ies) which shall become the TRUSTe Mark(s) for all purposes under this Agreement. In the event TRUSTe provides such replacement(s), Licensee shall promptly cease all use of the replaced TRUSTe Mark(s). Notwithstanding anything to the contrary contained herein, in the event that Licensee becomes aware of any claim by any third party against the TRUSTe Mark(s), Licensee may, in its sole discretion, cease using the TRUSTe Mark(s).
 - E. Effect of Termination. Upon termination of this Agreement, Licensee shall immediately cease all use of the TRUSTe Mark(s) and remove the TRUSTe Mark(s) from the Site. Licensee shall, upon termination of the Agreement, continue to comply with its Privacy Statement(s) until it has posted a notification on its Site or otherwise notified users of the Site of a change to its privacy policy and its withdrawal from the TRUSTe Program. Licensee shall accord Personally Identifiable Information and/or Third Party Personally Identifiable Information, as defined in the Program Requirements set forth on Schedule A, collected during the term of the Agreement the same treatment as that described in the Privacy Statement(s) that was effective at the time the Personally Identifiable Information and/or Third Party Personally Identifiable Information was collected. Sections 3.A, 3.D, 5.E, 7, 8, 9, 10 and 11 shall survive termination of this Agreement regardless of the manner in which the Agreement was terminated.
 - F. Referral of Information After Termination. Subject to Section 11 hereof, TRUSTe may refer, after termination of this Agreement, any information that is obtained from a user of the Site to the appropriate law enforcement authority.
6. Fees. Licensee shall pay TRUSTe an annual fee in the amount posted on TRUSTe's Web site located at <http://www.truste.org> (the "TRUSTe Web Site") on the day Licensee

submits the Agreement to TRUSTe. Fees are based on Licensee's annual corporate revenue ("Fees"); the annual corporate revenue for the last fiscal year was:

- | | |
|--|--|
| <input type="checkbox"/> \$0 - \$1 million | <input type="checkbox"/> \$25 - \$50 million |
| <input type="checkbox"/> \$1 - \$5 million | <input type="checkbox"/> \$50 - \$75 million |
| <input type="checkbox"/> \$5 - \$10 million | <input type="checkbox"/> \$75 million and over |
| <input type="checkbox"/> \$10 - \$25 million | |

- A. Fees are to be submitted to TRUSTe together with two original copies of this Agreement executed by Licensee and submitted to TRUSTe for review and acceptance in TRUSTe's sole discretion. If TRUSTe determines that it does not wish to enter into this Agreement with Licensee, it shall so notify Licensee and shall refund the Fees within ten (10) business days of its receipt of this Agreement and the Fees from Licensee and all prior discussions or exchange of information between TRUSTe and potential Licensee shall remain confidential. Except as otherwise provided herein, the Fees are non-refundable.
7. Consequential Damages Waiver. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR DAMAGES FROM LOST PROFITS OR LOST USE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. Liability Limitation. Except for payments provided in Section 4 of the Program Requirements (which are set forth on Schedule A), and Sections 3.D and 3.E of this Agreement, neither party shall be liable to the other on any claim arising under or relating to this Agreement, the Program or the TRUSTe Mark(s) for any amount greater than the amount of fees actually paid by Licensee to TRUSTe under this Agreement.
9. Descriptive References to Licensee.
- A. Reference to Name and URL. TRUSTe may make descriptive references to Licensee's name and URL, in TRUSTe's Current List of Licensees located on TRUSTe's publicly accessible Web site and corporate brochures. TRUSTe will provide Licensee the option of participating in third party listings and directories, such as the listings and directories included in Appendix B hereto. Upon the termination or expiration of this Agreement, TRUSTe shall, within **30 business** days, remove Licensee from TRUSTe's Current List of Licensees located on TRUSTe's publicly accessible Web site. Within thirty (30) business days of termination or expiration of this Agreement, TRUSTe will provide notification of such termination or expiration to all third parties that it has authorized to identify Licensee as a TRUSTe Licensee. TRUSTe shall not be responsible for the failure of such third party to remove Licensee's name, but shall use reasonable efforts to cause such removal. TRUSTe may also make descriptive references to Licensee's name and URL on other advertisements, promotional materials and related collateral ("Marketing Uses"), created during the term of this Agreement with the prior written or electronic consent of Licensee, and to continue to use existing stock of printed materials for a reasonable time thereafter. If Licensee wishes to use the TRUSTe Mark(s) for any advertising, promotional or other

purposes outside the scope of the Agreement, it may do so only with the prior written or electronic consent of TRUSTe as to each such use, which shall not be unreasonably withheld.

- B. Use of Licensee's Names and URL. All references to Licensee's names and URL pursuant to this section will inure to the benefit of Licensee.

10. Miscellaneous.

- A. Governing Law; Jurisdiction; Venue; Attorneys' Fees. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, except for that body of law addressing conflicts of law. The parties hereby consent to exclusive venue and jurisdiction for actions concerning this Agreement in the federal or state court having jurisdiction where TRUSTe's principal offices are located at the time suit is filed. In any action to interpret or enforce this Agreement, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred.
- B. No Assignment. Except as provided in Section 4.C, neither party may assign or transfer, indirectly or directly (including without limitation by merger or operation of law), any of its rights or delegate any of its duties hereunder without the prior written consent of the other party. A Transfer shall be deemed to occur upon (i) any merger, consolidation, or other restructuring involving Licensee, or (ii) acquisition or assignment of all or substantially all of the assets of, or a transfer of control of, Licensee. In the event of an Assignment or Transfer of this Agreement without TRUSTe's consent, or an attempt by Licensee to do so, TRUSTe may immediately terminate this Agreement upon written notice to Licensee.
- C. Entire Agreement; Waiver; Relationship of the Parties. There are no promises, covenants, or undertakings between the parties other than those expressly set forth in this Agreement and the schedules, appendices and exhibits hereto. Licensee and TRUSTe have read, understood and accepted this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the parties. Nothing contained in the Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the parties, and neither party shall have any right to bind the other or incur any obligation on the other's behalf without the other's prior written consent. This Agreement and the schedules, appendices and exhibits hereto constitute the entire Agreement between the parties as to the subject matter hereof, and supersede all prior and contemporaneous agreements, representations and understandings between them. This Agreement shall not be changed, modified, or amended except by a writing signed by both parties. This Agreement is not for the benefit of any third party but nothing in this Agreement shall prevent or interfere with a user of the Site bringing an action against Licensee for violation of its Privacy Statement.
- D. No Modification. Licensee warrants at the time of submitting this Agreement that it has not modified the form or content of this Agreement from the form and content of the License Agreement posted on the TRUSTe Web Site except by

adding (i) Licensee's name and contact information, (ii) the URL of the Site; and (iii) the TRUSTe Mark(s) for which Licensee is obtaining a license. Any other modification must be expressly identified to TRUSTe and agreed to by TRUSTe.

11. Receipt of Confidential Information.

- A. Definition of Licensee Confidential Information. "Licensee Confidential Information" means valuable information concerning Licensee's business and not generally known to the public that is specifically requested by TRUSTe after it has been identified as confidential by Licensee and that, further, is marked as confidential prior to its disclosure to TRUSTe. Licensee Confidential Information may include, but need not be limited to, trade secrets, know-how, inventions, information gathered pursuant to review of the Site(s), techniques, processes, algorithms, software programs, schematics, software source documents, contracts, customer lists, financial information, sales and marketing plans and information and business plans and other proprietary information.
- B. Confidentiality. TRUSTe agrees to take reasonable measures to maintain the confidentiality of Licensee Confidential Information, but not less than the measures it uses for its own confidential information of similar type, and take reasonable measures not to disclose such information to any person except its officers, employees or consultants to whom it is necessary for the purposes of operation of the TRUSTe program. TRUSTe represents that all such officers, employees and consultants shall be bound by the terms of this confidentiality agreement or a similar written agreement with terms no less protective of Licensee's Confidential Information than this Agreement. These obligations shall not apply to the extent that Licensee Confidential Information includes information which (i) is already known to TRUSTe at the time of disclosure, which knowledge TRUSTe shall have the burden of proving; (ii) is, or, through no act or failure to act of TRUSTe, becomes publicly known; (iii) is legally received by TRUSTe from a third party without restriction on disclosure; (iv) is independently developed by TRUSTe without reference to the Confidential Information of Licensee; (v) is approved for release by written authorization of Licensee. The parties agree that the disclosing party may be entitled to injunctive remedies as a remedy for any breach of this Section 11.B.
- C. Materials. Unless otherwise agreed to in writing, all materials including, without limitation, documents, drawings, models, apparatus, sketches, designs and lists furnished to TRUSTe by Licensee which contain Licensee Confidential Information shall remain the property of Licensee. TRUSTe shall return to Licensee or destroy such materials and all copies thereof upon the termination of this Agreement.
- D. Limitation. Notwithstanding the provisions of this Section 11, TRUSTe may disclose Licensee Confidential Information in accordance with a judicial or other governmental subpoena, warrant or order; provided that TRUSTe shall comply with any applicable protective order or equivalent and provide Licensee with five (5) business days written notice, so that Licensee has an opportunity to intervene to protect the confidentiality of its information.

12. Notices and Licensee Contact Information. Except as otherwise provided, all notices required to be given to Licensee under this Agreement must be given in writing and delivered either in hand, by certified mail, return receipt requested, postage pre-paid, or by Federal Express or other recognized overnight delivery service, all delivery charges pre-paid, and addressed:

Designated Site Coordinator: _____

Site Coordinator's Email: _____

Site Coordinator's Telephone: _____

Company Name: _____

Address: _____

Telephone: _____

13. Notices to TRUSTe. Except as otherwise provided, all notices and acknowledgments required to be given to TRUSTe under this Agreement must be given in writing and delivered either in hand, by certified mail, return receipt requested, postage pre-paid, or by Federal Express or other recognized overnight delivery service, all delivery charges pre-paid, and addressed:

Designated Address: TRUSTe Compliance Department

Address: TRUSTe

1180 Coleman Ave., Suite 202

San Jose, CA 95110

The authorized representatives of the parties have executed this Agreement below. Please verify the information required in the opening paragraph and Sections 2.A, 2.C and 2.D of the Program Requirements (which are set forth on Schedule A) and Section 6 of this Agreement has been provided. The person executing this Agreement on behalf of Licensee represents and warrants that he or she is authorized to execute this Agreement on behalf of Licensee and, to the best knowledge of such person, all representations made in this Agreement by Licensee are true and correct.

Accepted and Agreed by TRUSTe

Accepted and Agreed by Licensee

Authorized
Representative
Signature _____
Name Robert E. Lewin
Title CEO/Executive Director
Date _____

Authorized
Representative
Signature _____
Name _____
Title _____
Date _____
Telephone _____
Email _____
Mailing
Address _____
City, State, Zip _____

Schedule A: Program Requirements:

1. TRUSTe Program. The TRUSTe Program (the “Program”) is intended to promote fair information practices with regard to the collection of Personally Identifiable Information and Third Party Personally Identifiable Information at Web sites in order to promote the Internet as a trustworthy environment for conducting business, education, communication and entertainment activities. Without detracting from the foregoing, the Program may be made applicable to online facilities and services that are similar to an Internet Web site. The TRUSTe Program Requirements are set forth herein.
 - A. “Personally Identifiable Information” means any information (i) that identifies or can be used to identify, contact, or locate the person to whom such information pertains, or (ii) from which identification or contact information of an individual person can be derived. Personally Identifiable Information includes but is not limited to, name, address, phone number, fax number, email address, financial profiles, medical profile, social security number, and credit card information. Additionally, to the extent unique information (which by itself is not Personally Identifiable Information) such as, but not necessarily limited to, a personal profile, unique identifier, biometric information, and/or IP address is associated with Personally Identifiable Information, then such unique information also will be considered Personally Identifiable Information. Personally Identifiable Information does not include information that is collected anonymously (i.e., without identification of the individual user) or demographic information not connected to an identified individual.
 - B. “Third Party Personally Identifiable Information” includes Personally Identifiable Information that is collected by Licensee through the Site from a person other than the person to whom it pertains or whom it identifies.
2. Licensee agrees to the following requirements.
 - A. Site Coordinator. Licensee shall name a coordinator for the Site (the “Site Coordinator”) on or by the Effective Date of the Agreement. The Site Coordinator shall be the person responsible for the accuracy of the Privacy Statement and Implementation of the TRUSTe Program. All notices between TRUSTe and Licensee shall be directed to the designated Site Coordinator and designated TRUSTe account executive, which either party may change upon written or electronic notice to the other.
 - B. Account Executive. TRUSTe agrees to name an account executive for Licensee within fifteen (15) business days of the Effective Date by providing written or electronic notice to Licensee. All notices between TRUSTe and Licensee shall be directed to the designated Site Coordinator and designated TRUSTe account executive, which either party may change upon written or electronic notice to the other.
 - C. Coordinators’ Site. Licensee shall use TRUSTe’s “Coordinators’ Site” located at the TRUSTe Web Site to provide TRUSTe with modified contact information for the Site Coordinator; contact information for at least one individual that can provide contact information of other individuals that have access to or control of Personally Identifiable Information and Third Party Personally Identifiable

Information being collected through the Site and/or used or distributed by Licensee; and the URL(s) of the TRUSTe Mark(s) and Licensee Privacy Statement(s).

- D. Self-Assessment Sheet. The Self-Assessment Sheet shall be used by TRUSTe to assess Licensee's online privacy practices. After diligent inquiry and in good faith, an authorized representative of Licensee shall sign and attest that the statements made on the self-assessment sheet are true and accurate as of Effective Date and shall remain true and accurate for the term of this Agreement. Licensee shall provide the Self-Assessment Sheet with the understanding and expectation that TRUSTe may rely on the statements contained therein for the purpose of determining Licensee's practices and Licensee's qualification for the TRUSTe Program.
- E. The TRUSTe Mark(s). Licensee shall display the TRUSTe mark(s) listed in Section 2 of the Agreement (Trust and/or Children's Mark), or a hypertext link or button with the phrase "privacy statement" on Licensee's Site in a location subject to TRUSTe's reasonable approval, such as the home page or the first page that offers a user of the Site menu selections or the page where information is collected. If using a hypertext link, the text must have a 10 point minimum font size or be consistent with the size of the other menu items, whichever is larger. The TRUSTe Mark(s) listed in Section 2 of the Agreement (Trust and/or Children's Mark), hypertext link or button must link directly to the Site's Privacy Statement or a statement providing the Site's privacy philosophy, which in turn links directly to the Privacy Statement. The Verify Mark must be located at the top of the Privacy Statement, in either margin. If the Site is linking the Privacy Statement to a privacy philosophy page, the Verify Mark must be located at the top of each document. The Verify Mark must link to Licensee's Verification Page located on TRUSTe's secure server at the TRUSTe Web Site. The verification page will confirm the Site's participation in the TRUSTe Program. Licensee must provide TRUSTe with the URL(s) of the TRUSTe Mark(s) and must provide TRUSTe two (2) business days prior written or electronic notice of changing the URL(s) of the TRUSTe Mark(s).
- F. Privacy Statement(s). Licensee shall maintain and abide by a privacy statement that is written by Licensee, approved by TRUSTe, that, reflects Licensee's information use policies, and is easily accessible at Licensee's Site ("Privacy Statement"). In the event that TRUSTe does not approve Licensee's Privacy Statement that is in effect on the Effective Date and Licensee does not agree to modify the Privacy Statement in a manner that fully addresses TRUSTe's objections, Licensee shall have the right to terminate the Agreement and receive a refund of 75% of the fees paid in connection with this Agreement. The foregoing right of termination and refund shall be Licensee's sole and exclusive remedy if TRUSTe does not approve Licensee's Privacy Statement. The foregoing refund right shall not apply with respect to any change in the Privacy Statement proposed or made by Licensee after the first approval by TRUSTe of the Privacy Statement(s).
- i. The Privacy Statement must include a statement explaining that the Site is a participant in the TRUSTe Program, and is using the TRUSTe Mark(s) under license from TRUSTe pursuant to the requirements of the

TRUSTe program, and that all rights in the TRUSTe Mark(s) belong to TRUSTe. This statement shall include a full description of how users of the Site can contact Licensee as well as a description of how to contact TRUSTe to express concerns regarding Licensee's Privacy Statement. An example of an appropriate statement is the "Verification Page", set forth at Appendix B hereto.

- ii. The Privacy Statement must identify anyone who collects or maintains personal information from or about the users of the Site, or has an interest in the information collected, or on whose behalf such information is collected or maintained. If the Site is co-owned, all co-owners must be governed by the terms of the Privacy Statement. If the Site is not co-owned, but is coordinated with another site in such a way that users or visitors would reasonably expect that the two sites are part of one continuous site, each coordinated web page must identify who is collecting information and provide a link to the Privacy Statement. In situations involving co-branded or partner sites, the Privacy Statement must indicate who is collecting information on the Site and to whom the Privacy Statement applies.
- iii. The Privacy Statement must display the TRUSTe Verify Mark and link the Verify Mark to Licensee's Verification Page located on TRUSTe's secure server.
- iv. The Privacy Statement must reside on Licensee's server (or that of a third party with whom Licensee has contracted for use of a server for the Site) unless otherwise agreed to in writing or email by TRUSTe and Licensee. Licensee must provide TRUSTe with the URL(s) of the Privacy Statement(s) and must provide TRUSTe written or electronic notice two (2) business days prior to changing the URL(s) of the Privacy Statement(s).
- v. Licensee must obtain prior approval from TRUSTe for any material changes in the Privacy Statement. Changes are material if they relate to Licensee's practices regarding notice and disclosure of collection and use of Personally Identifiable Information and/or Third Party Personally Identifiable Information, user choice and consent regarding how Personally Identifiable Information and/or Third Party Personally Identifiable Information is used and shared, or measures for data security, integrity, or access.

3. Minimum Requirements of the TRUSTe Program.

- A. Privacy Statement. Licensee's Privacy Statement shall be made available to users of the Site ("Users") prior to or at the time Personally Identifiable Information or Third Party Personally Identifiable Information is collected. The Privacy Statement shall disclose to Users the Site's information use and collection practices, including each of the following:
 - i. What Personally Identifiable Information pertaining to Users and/or Third Party Personally Identifiable Information is collected through the Site;

- ii. The identity of the organization (including name, address, phone number, and e-mail address) collecting the Personally Identifiable Information and/or Third Party Personally Identifiable Information through the Site;
- iii. How Personally Identifiable Information and/or Third Party Personally Identifiable Information collected through the Site may be used;
- iv. With whom Personally Identifiable Information and/or Third Party Personally Identifiable Information collected through the Site may be shared, if at all;
- v. What choices are available to the User of the Site regarding collection, use, disclosure and distribution of Personally Identifiable Information;
- vi. What kinds of security procedures have been put in place by Licensee and its collecting organization to protect against loss that results in unauthorized distribution, use, or misuse; or unauthorized access, disclosure, or alteration of Personally Identifiable Information and/or Third Party Personally Identifiable Information in the possession or control of Licensee or the collecting organization;
- vii. Whether Users of the Site are offered access to their Personally Identifiable Information and how they may have inaccuracies corrected.
- viii. The fact that Personally Identifiable Information and/or Third Party Personally Identifiable Information provided to Licensee is subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders.

B. Privacy Practices.

- i. Choice. Licensee shall offer the user the opportunity to exercise affirmative choice (e.g. to “Opt Out” as defined below) before Personally Identifiable Information collected through the Site may be (1) used when such use is unrelated to the primary purpose for which the information was collected; or (2) disclosed or distributed to third parties when such disclosure or distribution is unrelated to the primary purpose for which the information was collected. The scope of uses deemed “related” shall be defined in the Privacy Statement. At a minimum, if Licensee states in its Privacy Statement that it provides Personally Identifiable Information to third parties and such use, disclosure or distribution is unrelated to the purpose for which the information was collected users must always be given the opportunity to opt out of such use, disclosure or distribution. “Opt Out” means to notify the Site operator that they do not wish to have their Personally Identifiable Information used, disclosed or distributed in a manner that is unrelated to the primary purpose for which the information was collected, whereupon the Site operator shall ensure that the user’s choice is complied with. Such Opt-Out opportunity shall not in any way limit the use, disclosure or distribution of Personally Identifiable Information to the extent such use, disclosure or distribution is required by law court order, or other valid legal process.
- ii. Security. Licensee must implement reasonable procedures to protect Personally Identifiable Information and/or Third Party Personally Identifiable Information within its control that results in unauthorized distribution, use, or misuse; or unauthorized access, disclosure, or alteration. If Licensee collects, uses, discloses or distributes sensitive

information, such as credit card numbers or social security numbers, it shall utilize appropriate commercially reasonable practices, such as encryption, to protect information transmitted over the Internet.

- iii. Data Quality and Access. Licensee shall take reasonable steps when collecting, creating, maintaining, using, disclosing or distributing Personally Identifiable Information and/or Third Party Personally Identifiable Information, to assure that the data are accurate, complete and timely for the purposes for which they are to be used. Licensee must implement reasonable and appropriate processes or mechanisms to allow users to correct inaccuracies in material Personally Identifiable Information, such as account or contact information. These processes or mechanisms must be simple and easy to use, and shall confirm to users that inaccuracies have been corrected.
- iv. Children's Seal Program. If the Site or a section of the Site is directed at children under the age of 13, or Licensee has actual knowledge that it is collecting or maintaining personal information from children under the age of 13, Licensee also shall abide by the requirements of TRUSTe's Children's Seal Program attached to the Agreement as Schedule B.
- v. Displaying Personally Identifiable Information and/or Third Party Personally Identifiable Information. Licensee shall not make Personally Identifiable Information and/or Third Party Personally Identifiable Information available to the general public in any form (including but not limited to on-line directories and customer lists) without the prior written or electronic consent of the individual identified, except that this paragraph shall not prevent or restrict Licensee from (i) distributing information that already is publicly available, including but not limited to information available in public telephone directories, classified ads, newspaper reports, publications, and the like; (ii) providing information as required by law, court order, or other valid legal process; or (iii) displaying information in an online bulletin board, chat room, news group, or other public forum, where the information being displayed was placed there by a user or other third party. A Licensee operating an on-line directory, or other similar service, must provide a process whereby individuals may Opt Out whereupon the Site operator shall remove such Personally Identifiable Information from such on-line directory-type service. The parties agree that if Licensee's Site(s) provide links to other sites, which make available such directories, or lists, such links shall not be a violation of this provision.
- vi. Use of Personally Identifiable Information and/or Third Party Personally Identifiable Information. Licensee shall treat all Personally Identifiable Information and/or Third Party Personally Identifiable Information gathered on the Site in accordance with Licensee's Privacy Statement(s) in effect at the time of collection. If Licensee wishes to materially change its Privacy Statement(s), or change its use of data, Licensee shall notify TRUSTe of the changes and shall take commercially reasonable measures to obtain the consent from the user to whom it pertains, such as obtaining written or electronic consent of the user. Alternatively, with

prior written approval by TRUSTe, which approval should not be unreasonably withheld or delayed, Licensee may post prominent notices on the Site about the change of such use or policy and leave such notices posted for at least thirty (30) business days prior to implementation of the new use and a description of how to notify Licensee to prevent such use. The Privacy Statement shall set forth the notification procedures (with respect to a material change in the Privacy Statement(s), or use of Personally Identifiable Information and/or Third Party Personally Identifiable Information) which will be employed by Licensee prior to a material change in the Privacy Statement(s). Licensees making material changes to their privacy statements may be subject to a revision fee.

vii. Effect of Assignment, Transfer or Other Change. Licensee shall notify TRUSTe prior to (i) any Assignment or Transfer which involves sharing Personally Identifiable Information or Third Party Personally Identifiable Information between the parties; (ii) change in name of Licensee or (iii) change of domain name for the Site. An Assignment or Transfer shall be treated as a transfer to a third party of Personally Identifiable Information and/or Third Party Personally Identifiable Information collected by Licensee. If Licensee is required to provide an "Opt Out" opportunity under Section 3.B.i of Schedule A, Licensee must obtain the consent of users who exercised their opt out rights to transfer any Personally Identifiable Information and/or Third Party Personally Identifiable Information provided by such users. Otherwise, Licensee shall employ commercially reasonable measures to obtain all users' consents to such transfer. Alternatively, with the prior written consent of TRUSTe, which consent shall not be unreasonably withheld or delayed, Licensee may post prominent notices on the Site about the Assignment or Transfer provided such notices are posted for at least thirty (30) consecutive business days prior to completion of the Assignment or Transfer. If Licensee ceases to exist or is not the controlling entity as a result of a merger, acquisition or other organizational change, the successor of the company must meet TRUSTe criteria in order to carry any TRUSTe Mark(s). The Privacy Statement shall set forth the notification procedures (with respect to a transfer of Personally Identifiable Information and/or Third Party Personally Identifiable Information) which will be employed by Licensee prior to an Assignment or Transfer.

viii. Limit on Use of Third Party Personally Identifiable Information. Third Party Personally Identifiable Information collected through the Site may be used solely by Licensee or by other parties when necessary to facilitate the completion of the transaction that is the primary purpose for which the information was collected. Third Party Personally Identifiable Information collected through the Site may not be otherwise used or disclosed or distributed to other parties unless Licensee first provides the person identified by the Third Party Personally Identifiable Information a reasonable means for the third party to notify the Site Operator that they do not wish to have their Third Party Personally Identifiable Information used, disclosed or distributed (e.g. Opt Out), whereupon the Site operator shall ensure that the identified person's choice is complied with.

4. Reviews. Licensee shall reasonably cooperate with TRUSTe to ensure compliance with the Program, Program Requirements and Privacy Statement(s). TRUSTe may, itself or through an independent, qualified, neutral third party designated by TRUSTe, review the Privacy Statement(s) and the Site periodically, to assess the level of consistency and quality of use of the TRUSTe Mark(s) on the Site and the consistency and quality of Licensee's Privacy Statement(s) and related privacy practices, and Licensee's conformance with the Program Requirements throughout the term of the Agreement. In selecting an independent, qualified, neutral third party, TRUSTe shall consider among other things, cost, experience, and the context of the issue leading to the on-site compliance review. Such reviews may consist of Site reviews (initial and periodic reviews) conducted at TRUSTe's offices, tracking unique identifiers in the Site's database (seeding), and monitoring changes in Licensee's Privacy Statement(s). On-site privacy compliance reviews may be used in the event that TRUSTe has reason to believe Licensee is in non-compliance with the Program Requirements or the Agreement. To comply with this Section 4, Licensee agrees to
- A. At no charge to TRUSTe or its representatives, provide full access to the Site (i.e., including password access to premium or members only areas) and reasonable access to Licensee's records, which are relevant to Licensee's compliance with the Program for the purpose of conducting reviews to ensure that Licensee's Privacy Statement(s) are consistent with actual practices.
 - B. Be subject to an on-site compliance review in response to non-frivolous complaints from a user of the Site or TRUSTe that Licensee (i) has failed to implement and adhere to the policies set forth in Licensee's Privacy Statement; or (ii) has failed to adhere to the Program Requirements. If Licensee has materially breached this Agreement, Licensee agrees to reimburse TRUSTe for the reasonable cost of any such review and promptly rectify the practice to TRUSTe's reasonable satisfaction.
 - C. TRUSTe shall provide, at a minimum, ten (10) business days written notice to Licensee prior to initiation of an on-site compliance review and shall perform its review during Licensee's normal business hours and at a time agreeable to Licensee. It is TRUSTe's intent that the portion of such on-site reviews requiring TRUSTe or an independent party designated by TRUSTe to be physically at Licensee's facility will be completed within two business days and shall not exceed five business days as long as Licensee reasonably cooperates and no unusual circumstances cause additional time to be reasonably necessary. TRUSTe shall use its reasonable effort to accommodate Licensee's schedule and shall perform its review in such a manner as to not unreasonably interfere with Licensee's operations.
 - D. Acknowledge the receipt of all TRUSTe inquiries that request acknowledgment within five (5) business days [after receipt] and provide a reasonable estimate of when the inquiry shall be addressed.
 - E. Respond within a maximum of ten (10) business days to all reasonable TRUSTe inquiries about Licensee's implementation of the Program at the Site and inquiries about Licensee's potential breach of the Agreement. Licensee may request from TRUSTe an additional twenty (20) business days to respond if

circumstances warrant, and consent to such additional time shall not be unreasonably withheld.

- F. Review and update the contact information for Licensee's representative assigned to provide TRUSTe with the contact information for individuals that have access to or control of Personally Identifiable Information and/or Third Party Personally Identifiable Information being gathered from or tracked through Licensee's Site. Such information shall not be disclosed by TRUSTe to third parties and shall only be used by TRUSTe, or an independent party designated by TRUSTe, solely for the purpose of verifying Licensee's compliance with this Agreement.
 - G. Provide, upon TRUSTe's reasonable request, information regarding how Personally Identifiable Information and Third Party Personally Identifiable Information gathered from and/or tracked through Licensee's Site is used. Such information shall not be disclosed by TRUSTe to third parties and shall only be used by TRUSTe, or an independent party designated by TRUSTe, solely for the purpose of verifying Licensee's compliance with this Agreement.
 - H. Post the following symbol [**"Audit Alert" symbol to be determined by TRUSTe**] near all TRUSTe Mark(s) on the Site. Failure to post the Audit Alert symbol shall be cause for material breach.
5. User Complaints. Licensee shall provide users with reasonable, appropriate, simple and effective means to submit complaints and express concerns regarding Licensee's privacy practices. Licensee shall respond to all reasonable user submissions in a timely fashion, not to exceed ten (10) business days. Licensee shall also reasonably cooperate with TRUSTe's efforts to resolve user complaints, questions and concerns.
6. Under Investigation.
- A. After diligent inquiry and in good faith, Licensee attests that at the time of entering this Agreement that it is not the subject of an allegation by any known governmental entity in any country, including without limitation the Attorney General of any state, the United States Federal Trade Commission, any law enforcement agency or any foreign privacy authority, of which it has been notified of the misuse of Personally Identifiable Information and/or Third Party Personally Identifiable Information collected through the Site.
 - B. If an existing Licensee becomes the subject of any such allegation of misuse of Personally Identifiable Information and/or Third Party Personally Identifiable Information collected through the Site or a defendant in an action by any of the aforementioned authorities, it shall, except to the extent prohibited by law, provide notice of the allegation to TRUSTe and, if applicable, the name of the agency, the purpose of the investigation and the status of the investigation to TRUSTe within twenty (20) business days of learning of such allegation.
 - C. Licensee consents to notification by any governmental entity to TRUSTe of any allegation of misuse of Personally Identifiable Information and/or Third Party Personally Identifiable Information. The course of action taken by TRUSTe will be on a case-by-case basis depending on the nature of the allegation.

- D. If a matter related to the TRUSTe license agreement involving Licensee is referred to any law enforcement or other governmental entity in any country, including without limitation the Attorney General of any state, the United States Federal Trade Commission, any law enforcement agency or any foreign privacy authority, TRUSTe may publish a notice of this fact, including descriptive references to Licensee's name and URL.
7. Cooperation To Resolve Complaints. If Licensee is the subject of a complaint submitted to TRUSTe either concerning alleged misuse of the TRUSTe Mark(s) or raising specific privacy concerns pertaining to a Licensee, in addition to any other obligations hereunder, Licensee shall cooperate with TRUSTe in an effort to resolve the complaint in a manner that will prevent any disparagement of the TRUSTe Mark(s) or any injury to TRUSTe's good will.

Self Assessment Sheet

This form asks difficult, sometimes confidential questions about your internal business practices. It is critical that representatives from all levels of your organization be aware that these questions and their answers directly impact your privacy and data practices. In order to best serve you and your customers, TRUSTe must have a detailed understanding of how you collect and use personal information so that we can best advise you and provide our ongoing monitoring services. We appreciate your careful attention to these questions.

Every question must be answered completely. The answers must reflect the current business practices of your site. TRUSTe cannot cover what the site may do in the future. No questions may be left blank. Be sure to sign the last page of this form. If the form is unsigned or any of the questions are left unanswered, the processing of your application may be delayed.

*Note: This document must be completed in full before submission to TRUSTe. If a response is not required, that place should be marked "N/A."

I. Collection and Use of Information

After reading your Privacy Statement users should have no questions regarding how and why they are giving their name, email address, company name, and other information to your Web site. Please address all sections/pages where information is collected, explaining what information is collected and how it is used. Disclose the means by which you collect information both with your users explicit knowledge (registration forms, order forms, and contests) and without their explicit knowledge (logged files, cookies).

A. Information Explicitly Collected

1. Check what information is explicitly collected on your Web site and explain in the space provided below how that information is used.

a. Contact Information

Name	Mailing Address
Email Address	Phone Number
Other (please specify)	

use:

b. Financial/Billing Information

Credit Card Number	Salary/Income
Other (please specify)	

use:

c. Unique Identifiers

Social Security Number ID Number
Other (please specify)

use: _____

d. Demographic Information

Age Gender
Ethnicity Marital Status
Other (please specify)

use: _____

e. Medical Information

Heath Background Health Status
Other (please specify)

use: _____

f. Education Information

Schooling
Other (please specify)

use: _____

g. Legal Information

Criminal Record
Other (please specify)

use: _____

h. Other

Hobbies Interests
Dialog (chat rooms, email, bulletin board postings, etc.)
Other (please specify)

use: _____

2. By what means is this information collected? (check all that apply)

Registration Forms Order Forms News Groups
Feedback Forms Contact Us Forums
Contests Surveys Mailtos
Request Forms Chat Rooms Bulletin Boards
Other (please specify) _____

3. Explain what information collected by the site is optional and how the user benefits by entering that optional information.

B. What information is collected without a user's explicit knowledge?

1. Log Files

a. What information is automatically logged/not explicitly given by user?
(Ex. IP addresses, browser type, domain names, access times, etc.)

b. For what purposes do you use the information automatically logged/not explicitly given by the user?

2. Cookies

a. If your Web site uses cookies, for what purpose(s) are they being used?

Keep track of shopping cart
Keep track of login name/passwords
Keep track of click stream data
Tailor Web content to your users' interests
Personalize Web site (name automatically appears on Web site)
Other (please specify) _____

b. Please elaborate on your site's use of cookies here:

c. What benefits does your site's use of cookies offer the user?

d. What are the consequences to a user who chooses not to accept the cookie?

II. Who is collecting the information?

There are many different business models currently offered on the Internet. Sometimes, it can be difficult for users to understand who is collecting and using this information. Please specify if your Web site has any special relationships, such as "Powered by" partners, business partners, or co-branded sites. This will help us determine what relationships should be clearly defined in your Privacy Statement so that users know who is receiving the information collected and who has access to this information.

A. Please list the name(s) of the organizations collecting the information.

B. Are there special relationships that exist such as:

"Powered by" _____

"Brought to you by" _____

"Content provided by" _____

"Presented by" _____

"Featuring" _____

Partners _____

Co-branding _____

Network _____

Subsidiaries _____

N/A _____

Please explain the special relationship(s) that exist:

C. Third Party Ad Servers

a. Do banner ads appear on the web site? Yes _____ No _____

b. Does the site have a relationship with a third party ad server? Yes _____ No _____

c. If yes, explain who serves ad strings on the web site (e.g. Flycast, Doubleclick)

d. Is the ad server authorized to deliver cookies to users while on the web site?

Yes____ No____

D. Framing and Masking

a. Does the site display its frame or give the user the look and feel of the site even though they are actually on another site? Yes____ No____

b. When users leave your site to go to another site, does your site's URL hid the URL of the site that the user is actually on within the location bar, thus masking the other site's URL? Yes____ No ____

c. If yes, explain the site's use of masking._____

VI. Use of the Information Collected

The user needs to know whether or not to expect communications from your Web site, including email, telephone calls, or postal mail. Users should also be informed as to whether they have the option of not receiving this type of communication.

- A. How long will the information collected be kept by your company?

- B. Explain what, if any, communications will occur between the Web site and the user?

- C. What method of communication will be used?
y Email Postal mail
z Telephone call Fax
Other (please specify) _____
- D. How often will the communication take place?

- E. Under what circumstances will the user receive these communications?

V. Sharing of Information

Many users are concerned about who has access to their Personally Identifiable Information. To provide your users with the opportunity to make informed decisions, you need to disclose whether you share information with third parties.

- A. Does your Web site share, transfer, or release any information to third parties? (This includes sharing with subsidiaries, partners, intermediaries, etc.)

- B. With whom, if anyone, is the information being shared, transferred, or released?

- C. What specific information, if any, is being shared, transferred, or released?

VI. Choice/Opt-Out

Users need to be provided with a mechanism to opt-out of having Personally Identifiable Information used for secondary purposes whether for internal purposes or by third parties. Users must be provided with the ability to opt-out of having their information shared with any third parties for whom it is not necessary to carry out the service. Opportunity to opt-out of having the information shared must be presented to the user before the first communication is sent.

- A. What choices are available to the user regarding control of collection, use and distribution of the information?

- B. If applicable, how is the request made to opt-out of having the information used for purposes unrelated to the purpose for which the information was collected?

Opt-out box (Online)
Via email
"Reply" to unsubscribe
Via telephone
Via postal mail
Other
N/A
Site does not offer opt-out*

* Individuals must be given the opportunity to opt-out of secondary and 3rd party use.

VII. Security

Security is a major concern for consumers, especially when a Web site is collecting sensitive forms of information (i.e. financial and medical information). You need to inform users what types of security procedures you have in place to protect the loss, misuse, or alteration of the information collected.

- A. Identification

Access to the data should be assigned to specific individuals in order to maintain control over access.

1. Is access to the data individually identifiable?

2. Do you grant general access to data within your organization?

3. a. Is access to data granted to parties outside your organization? (i.e. business partners)

b. If so, what mechanisms are in place to limit unauthorized access?

B. Authentication

The identity of the individuals accessing the data must be verified. Requiring the user to enter a password before accessing data is the most common form of verification. However, passwords can be guessed or stolen. Special care must be taken to ensure authentication integrity is maintained.

1. How do you verify the identity of the persons accessing the data?

2. With regards to password standards: is a maximum password age allowed, is there a minimum password length, and are content guidelines of passwords in place (upper and lower case, alphanumeric characters)?

3. Are there authentication requirements instead of, or on top of, password security for remote access (i.e. strong authentication via tokens, smart cards, and biometrics)?

4. What are the conditions upon which a user-ID will be locked (i.e. 3 failed attempts) and what are the procedures for re-enabling the ID (i.e. account locked for 1 hour or until an administrator re-enables the account)?

C. Authorization/Access Control

Only the appropriate level of access to the data should be granted. Appropriate levels of access should be granted to specific individuals with the degree of access determined by job function or necessity.

1. Is sensitive information, such as credit card numbers and social security numbers, differentiated from other less sensitive information? Yes No

2. Is sensitive information restricted? Yes No

Please explain.

3. Does your organization control access to data?

4. Is access to all data limited to authorized personnel only?

5. Is access to sensitive data revoked in a timely manner for employees that change function or resign?

6. Are password protected screen savers used when employees leave their workstations?

7. Are Non-Disclosure Agreements (NDAs) – pertaining to sensitive data - in place with contractors and third parties?

D.

E. Data Confidentiality

Data shall be protected from unauthorized disclosure. Protection from unauthorized disclosure may be accomplished through employee awareness or an employee requirement to sign an agreement to adhere to the company's privacy policy. The duty to watch over data includes protecting data from interception while data is sent through cyberspace. Examples of acceptable means include encryption and Virtual Private Networks.

Distrust of data confidentiality on the Internet may stall the development of Internet-based electronic commerce initiatives. If customers do not believe their credit card numbers and other private information is safe, e-commerce initiatives may fail.

1. If sensitive information is collected, used, or disseminated, what mechanisms are in place to ensure customer information confidentiality, during transmission over public communication lines and once it reaches your site?

2. If third-party agreements exist to allow access to data, how is the Security Administrator notified when the agreement is terminated or modified?

F. Data Integrity

Data should be reliable. Appropriate measures should be in place to prevent unauthorized modifications of data from various sources and actions such as viruses and merging of databases. When data has been purposely modified, inadvertently corrupted, or is incorrect, the loss of information integrity compromises privacy.

1. Is there a procedure in place for merging files/databases?

2. Do you grant users access to the information in order to verify that the data is still accurate and has not been modified or corrupted?

I. Data Retention

Data should be stored on alternative media to ensure access in case of disaster. However, access to the alternative media should be limited and controlled with appropriate security measures in place to protect privacy.

1. Where do you physically store data?

2. How long do you store the data?

3. Are your Web servers located in a secure and environmentally controlled room/location?

4. What are the procedures to backup data tapes?

5. Are backup tapes continuously stored in a secure location and periodically off-site?

6. Where are sensitive printouts and logs stored?

7. Are sensitive printouts, logs, and backup media destroyed after use?

H. Overall Management, Policies, and Procedures

Lack of awareness regarding the value of customer information and the necessity of security measures is one of the greatest privacy threats. Appropriate measures to both inform and remind employees of the importance of data security policies and procedures should be in place.

1. Is everyone aware of the company's security policy?

2. How and how often are employees made aware of the security policies?

3. How and how often is the value of customer information communicated across the organization?

I. Monitoring/Oversight

Accurate assessment of the level of threat against customer information is critical to the success of security initiatives. A threat to customer information is a person, organization, event or condition that could gain unauthorized access to the information. Countermeasures are the steps, procedures, devices, etc. that the company has (or should have) in place to detect and address specific vulnerabilities.

1. Have security and privacy threats, operational and technical vulnerabilities been assessed, and have countermeasures been taken to eliminate or reduce these vulnerabilities?

2. What internal or external audits and reviews are in place to ensure the information is secure? (i.e. intrusion/penetration tests, Web security reviews, risk analysis)

3. Are the date and time of an event, type of event, subject identity, and success/failure of the event, logged in the security audit log? (i.e. a security breach)

4. Does the system/application associate any auditable events with the individual identity of the user that caused the events?

5. What procedures or mechanisms are in place to identify attempted or successful breaches to the computing environment or unauthorized access to customer information?

6. Is the ability to create, delete, or empty the audit log, limited to authorized security personnel?

VII. Data Quality and Access:

To assure that the information you collect is accurate and up-to-date, you need to provide users with a mechanism to correct and update their pertinent Personally Identifiable Information. Mechanisms include via Web site, email, telephone, postal mail etc.

- A. How are users able to access and correct any inaccuracies in the information submitted?

Online
Via email
Via telephone
Via postal mail
Other
N/A*

*Mechanisms must be in place to allow users to update/correct pertinent information.

- B. What information does the site allow the user to access and correct?

- C. How do you verify the identity of the users wishing to access/correct their personal information (i.e. Username and Password)?

5. Medical Information

Health background Health Status
Health background of Parent
Health Status of Parent
Other (please specify) _____

6. Legal Information

Criminal Record Parent's Criminal Record
Other (please specify) _____

7. Educational Information

Schooling Parent's Schooling
Other (please specify) _____

8. Other

Hobbies Interests
Dialog (chat rooms, email, etc.) Other (please specify)

F. Does your Web site obtain consent from parents or notify parents **prior to** collecting information from children? Yes No

1. What information is collected from the child in order for the site to obtain consent from the parent?

2. How is notification or consent from the parent obtained?

Print Permission Form (faxed or postal-mailed to company)
Credit Card Number
Telephone
Email (Acceptable for notification only. Unacceptable means for consent.)
Other (please specify) _____

3. Does the consent or notification include the opportunity for the parent to stop the user of the information and participation in the activity? Explain.

G. How do you use the information collected from children?

H. Does the site distribute to any third parties any Personally Identifiable Information without prior parental consent? Yes No
If yes, please explain.

I. Does the site publicly post or distribute personally identifiable contact information without prior parental consent? (email, chat rooms, bulletin boards, etc.)
Yes No
If yes, please explain.

J. Does the site request that the child divulge information in order to participate in a game, activity, or promotion? Yes No
If yes, please explain.

X. Other

aa A. How will users know if there is a change in the use of personally identifiable information?

bb B. Does this Web site contain links to other Web sites?

C. Does the site allow other companies such as advertisers to deliver cookies to users while on the Web site?

D. Is your site supplementing the information that you receive directly from the user with information received via off-line means or from a third party? (For example, to enhance user profiles) Explain.

E. Does your company compare data in order to deduplicate files?

F. Is your Privacy Statement written in such a way that it is easy to understand by consumers?

- J. Does your Web site offer Chat Rooms, Forums, and/or Message Boards? Yes No
If so, describe.

X. Privacy Policy Content and Implementation

Clearly articulating your policies in the form of a Privacy Statement is only the first step. You will want to make sure that there are strong internal procedures in place to ensure that your employees understand and implement these policies.

- A. Does your privacy policy *only* address the information collected via the Web site (as opposed to information collected by your company off-line)?

- B. Describe how employees are made aware of and accountable for compliance with your privacy policy.

- C. Describe how employees are made aware of and accountable for compliance with any changes to your privacy policy.

By signing below, an authorized officer of Licensee attests to the statements made on this self-assessment sheet and warrants that the statements made on the self assessment sheet are true and accurate as of Effective Date and shall remain true and accurate for the term of this Agreement.

Accepted and Agreed by Licensee

Authorized
Representative
Signature _____

Name _____

Title _____

Date _____

Telephone

Email

AppendixA: Verification Page Paragraph

1. The following verification page shall be used for sites that are not directed to children under 13.

This confirms that (Name of the Company) is a licensee of the TRUSTe Privacy Program. This statement discloses the privacy practices for (URL of the Site). When you visit a Web site displaying the TRUSTe trustmark, you can expect to be notified of:

1. What personally identifiable information of yours or third party personally identification is collected from you
2. The organization collecting the information
3. How the information is used
4. With whom the information may be shared
5. What choices are available to you regarding collection, use and distribution of the information
6. The kind of security procedures that are in place to protect the loss, misuse or alteration of information under (Name of the Company)control
7. How you can correct any inaccuracies in the information.

If you have questions or concerns regarding this statement, you should first contact (insert name of individual, department or group responsible for inquires) by (insert contact information; email, phone, postal mail, etc.) If you do not receive acknowledgment of your inquiry or your inquiry has not been satisfactorily addressed, you should then contact TRUSTe <http://www.truste.org>. TRUSTe will then serve as a liaison with the Web site to resolve your concerns.



TRUSTe
License
Agreement
Version ____
[Licensee must fill in version of TRUSTe license under which it is operating]

2. The following verification page shall be used as notice to parents for sites that are displaying TRUSTe's Children's ark.

(Name of Company) is a licensee of the TRUSTe Privacy Program. This statement discloses the privacy practices for (name of the Web Site).

TRUSTe is an independent, non-profit organization whose mission is to build users' trust and confidence in the Internet by promoting the use of fair information practices. Because this site wants to demonstrate its commitment to your privacy, it has agreed to disclose its information practices and have its privacy practices reviewed for compliance by TRUSTe. By displaying the TRUSTe's children's seal, this Web site has agreed that when attempting to collect or use information from children under 13, this Web site will:

1. Get parental consent before collecting, using, or distributing to third parties Personally Identifiable Information or Third Party Personally Identifiable Information from children under 13.
2. Get parental consent before giving the child access to services that allow the child to publicly post or distribute Personally Identifiable Information or Third Party Personally Identifiable Information.
3. Use online contact information for the child (such as an email address) a) only once to respond to a specific request from the child; b) in order to request the name or online contact information of a parent in order to get parental consent or provide parental notification; and c) to respond more than once directly to a specific request from the child and not to recontact the child beyond the scope of that request. When the information is used to contact the child more than once,



TRUSTe
License
Agreement
Version ____
[Licensee must fill in version of TRUSTe license under which it is operating]

reasonable efforts will be taken to provide parental notification.

4. Not entice the child—by offering a special game, prize, or other activity--to give more information than is needed to participate in that activity.
5. Provide the parent, upon request, with a) a description of the specific types of Personally Identifiable Information or Third Party Personally Identifiable Information collected from the child and allow the parent to refuse further use or future online collection of Personally Identifiable Information or Third Party Personally Identifiable Information from the child; and b) a means that is reasonable under the circumstances for the parent to obtain any Personally Identifiable Information or Third Party Personally Identifiable Information collected from the child.
6. Provide prominent notice to the child describing what Personally Identifiable Information or Third Party Personally Identifiable Information will be collected, and explain the need for the child to get parental consent before giving information.
7. Maintain reasonable security procedures to protect the child's Personally Identifiable Information or Third Party Personally Identifiable Information collected through the site from the child.

If you have questions or concerns regarding this statement, you should first contact (insert name of individual, department or group responsible for inquires) by (insert contact information; email, phone, postal mail, etc.) If you do not receive acknowledgment of your inquiry or your inquiry has not been satisfactorily addressed, you should then contact TRUSTe at <http://www.truste.org>. TRUSTe will then serve as a liaison with the Web site to resolve your concerns.

Appendix B: List of Directories and Listing Services

1. TRUSTe's Licensee Directory hosted by WorldPages (www.TRUSTe.com)
2. Alexa Internet identifying TRUSTe licensees as meta data.

the third parties' general use of the information, and whether the third parties agree to maintain the confidentiality, security and integrity of the information.

10. Provide prominent notice to children describing in age-appropriate terms what Personally Identifiable Information is to be collected, and explain the need for those children to obtain parental consent before sharing information.

Establish and maintain reasonable procedures to protect the confidentiality, security, and integrity of Personally Identifiable Information collected from children.