



TRUSTe Children's License Agreement – 1.0

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 Children's Privacy Program and the use of the Click to Verify Mark (the "Verify Mark"), the use of the TRUSTe "Children's Seal" (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 Children's Privacy Program Requirements, which as of the Effective Date are set forth on Schedule A ("Children's Program Requirements"). To the extent any conflict should exist between any of the specific terms or provisions of this Agreement, including the Children's Program Requirements, and any other agreement entered into between TRUSTe and Licensee, the terms and provisions of this Agreement, including the Children's Program Requirements, shall be controlling with regard to all activities covered by this Agreement and the Children's Program Requirements.
 - A. Children's Program Requirements. If Licensee's World Wide Web ("Web") Site (defined below) is directed at children under the age of thirteen (13), 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 Program Requirements, which as of the Effective Date are set forth on Schedule A.
 - B. Amendments. Unless otherwise required by law, TRUSTe may amend the Children's Program Requirements (by amending Schedule A), 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 Children's Program 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

Children's 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 Children's Seal and the Verify Mark, in the form provided by TRUSTe, to Licensee on the following Web Site(s) (the "Site") 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. trustee.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 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 Children's Mark and Verify Mark and participate in the Children's Privacy Program (defined in Schedule A 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 Sections 2.F, 3, 4, and 5 of Schedule A) or Children's Program Requirements (which are set forth in Schedule A); 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 practices and Privacy Statement (defined in Sections 2.F, 3, 4, and 5 of Schedule A hereto) are compliant with the Children's Program Requirements and have 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 Children's Program.
- B. Non-Approval of the Site's Privacy Statement and Privacy Practices. In the event that TRUSTe does not approve Licensee's privacy practices and/or Privacy Statement in effect on the Effective Date and Licensee does not agree to modify the privacy practices and/or 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 practices and/or Privacy Statement. The foregoing refund right shall not apply with respect to any change in the privacy practices and/or Privacy Statement proposed or made by Licensee after the first approval by TRUSTe of the privacy practices and/or Privacy Statement(s).
- C. Extension of this Agreement upon Renewal. Notwithstanding the provisions in 4A of this Agreement, 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 notifies Licensee that its privacy practices and Privacy Statement are compliant with the Children's Program Requirements and have been approved and that it is authorized to display 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.

- D. 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 verifiable parental consent provisions of Section 3(A) 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 practices and Privacy Statement (or the privacy practices and 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.
- E. Renewal of Prior License Agreement. TRUSTe and Licensee are parties to a prior license agreement, dated _____, 200__ ("Prior Agreement"). The parties agree that the Prior Agreement shall be extended until the earlier of the date TRUSTe notifies Licensee that its privacy practices and Privacy Statement are compliant with the Children's Program Requirements and have been approved and that it is authorized to display 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 of this Agreement 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 Children’s Program Requirements; or (v) Licensee’s material failure to permit or cooperate with a reasonable review of the privacy practices and Privacy Statement or the Site and related records pursuant to Sections 5 and 6 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 Sections 4 and 5 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 Personal Information, as defined in the Children's 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 Personal Information was collected. Sections 3.A, 3.D, 5.E, 7, 8, 9, 10 and 11 of this Agreement 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:

- | | |
|-----------------------|-------------------------|
| ? \$0 - \$1 million | ? \$25 - \$50 million |
| ? \$1 - \$5 million | ? \$50 - \$75 million |
| ? \$5 - \$10 million | ? \$75 million and over |
| ? \$10 - \$25 million | |

A. Fees are to be submitted to TRUSTe together with two original copies of this Agreement and one copy of the completed Self-Assessment Sheet 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.

B. Notwithstanding the foregoing, in the event that Licensee is a member of the TRUSTe Web Privacy Seal Program and has paid the annual fee pursuant to that agreement, it shall not be obligated for any annual fee under this agreement.

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 Sections 4 and 5 of the Children’s 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. 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.
- 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. 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 Personal Information collected through the Site.
- B. If an existing Licensee becomes the subject of any such allegation of misuse of Personal 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 Personal 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.

13. 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: _____

14. 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 Children's 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/President

Date _____

Authorized
Representative
Signature _____

Name _____

Title _____

Date _____

Telephone _____

Email _____

Mailing
Address _____

City, State, Zip _____

Schedule A: Children’s Privacy Program Requirements:

1. TRUSTe Children’s Program. The TRUSTe Children’s Privacy Program is intended to promote fair information practices with regard to the collection of Personal Information at Web sites and to promote the Internet as a trustworthy environment for children. 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 Children’s Privacy Program Requirements (Children’s Program Requirements) are set forth herein.

TRUSTe recognizes the special privacy protection that needs to be afforded to children. Licensees with online activities that are directed at children under the age of 13, or that have actual knowledge that they are collecting or maintaining personal information from children under the age of 13, must display TRUSTe’s Children’s Mark and must abide by Schedule A, Children’s Program Requirements, as set forth herein. If a section of Licensee’s Site is directed at children under 13, Licensee must display TRUSTe’s Children’s Mark on that section of the Site and must abide by Schedule A, Children’s Program Requirements, as set forth herein. To the extent any conflict should exist between any of the specific terms or provisions of this Agreement, including the Children’s Program Requirements, and any other agreement entered into between TRUSTe and Licensee, the terms and provisions of this Agreement, including the Children’s Program Requirements, shall be controlling with regard to all activities covered by this Agreement and the Children’s Program Requirements.

TRUSTe’s Children’s Program Requirements will be modified as necessary to meet the requirements of the Children’s Online Privacy Protection Act (COPPA) and its implementing Rule, 16 C.F.R. Part 312. TRUSTe’s Children’s Program has been approved by the Federal Trade Commission as an authorized safe harbor under the COPPA rule. All Licensees are required to meet the requirements of the Children’s Program and the COPPA rule.

Definitions

“Personal Information” means individually identifiable information about any individual collected online from a child under 13, including: (a) a first and last name; (b) a home or other physical address including street name and name of a city or town; (c) an email address or other online contact information, including but not limited to an instant messaging user identifier, or a screen name that reveals an individual’s email address; (d) a telephone number; (e) a Social Security number; (f) a persistent identifier, such as a customer number held in a cookie or a processor serial number, where such identifier is associated with individually identifiable information; or a combination of a last name or photograph of the individual with other information such that the combination permits physical or online contacting; or (g) information concerning the child or the parents of that child that the operator collects online from the child and combines with any individually identifiable information described in this definition.

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 Children’s Program. All notices between TRUSTe and Licensee shall be directed to the designated Site Coordinator and designated TRUSTe account manager, which either party may change upon written or electronic notice to the other.
 - B. Account Manager. TRUSTe agrees to name an account manager 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 manager, 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 Personal 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 the Effective Date and shall remain true and accurate for the term of this Agreement. TRUSTe will initially use the information provided in the Self-Assessment Sheet as part of the initial review of privacy practices and the Privacy Statement to determine acceptance into and compliance with the Children’s Program. Thereafter, the Self-Assessment Sheet will be used in part to monitor compliance with the Site’s stated privacy practices, Privacy Statement, and the Children’s Program Requirements on licensee’s site.
 - E. Co-Ownership or Co-Branded Sites. 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.

- F. Privacy Statement(s). Licensee shall maintain and abide by a Privacy Statement that is written by Licensee and approved by TRUSTe, that reflects Licensee's privacy practices, and is compliant with the Children's Program Requirements. The Privacy Statement shall not contain any unrelated, confusing or contradictory language, or marketing or public relations material. The Privacy Statement shall state the following:
- i. the types of Personal Information collected through the Site;
 - ii. how such Personal Information is collected, including whether by active or passive means;
 - iii. how Personal Information is or may be used;
 - iv. that a child's access to an activity on the Site cannot be conditioned on giving out more Personal Information than is reasonably necessary for that activity;
 - v. that parents have the right to consent to the Site's collection and use of Personal Information from a child without also consenting to its disclosure to third parties, and a statement of the procedure for exercising that right;
 - vi. that parents have the right to review Personal Information collected from their child, and a statement of the procedure for exercising that right;
 - vii. that parents have the right to have that Personal Information deleted or to refuse further collection and use of the personal information collected from their child, and a statement of the procedure for exercising that right;
 - viii. the names, addresses, telephone numbers, and e-mail addresses of all parties collecting or maintaining Personal Information from the child through the Site; or, alternatively, the names of all parties collecting or maintaining Personal Information from the child through the Site, and the name, address, phone number, and e-mail address of a single party that will respond to all inquiries from parents concerning the information practices of all named parties, and;
 - ix. whether the Site transfers Personal Information to third parties, and if so, a statement of: the types of businesses conducted by those third parties; the third parties' general use of the information; and whether the third parties agree to maintain the confidentiality, security and integrity of the information.
 - x. 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.
 - xi. The TRUSTe contact information so that consumers may direct privacy concerns or complaints to TRUSTe directly.
 - xii. 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 Personal Information in the possession or control of Licensee or the collecting organization;
- xiii. The fact that Personal Information provided to Licensee is subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders.
 - xiv. A description of how changes in the Privacy Statement and privacy practices will be communicated to parents and how verifiable parental consent will be obtained.
 - xv. 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.

G. Location of Privacy Statements.

- i. The Site must provide a link to the Privacy Statement in a clear and prominent place and manner on: a) Licensee's home page; and b) in close proximity to any area where children directly provide, or are asked to provide, Personal Information. If the Site has a separate children's area, Licensee must also provide a link to the Privacy Statement in a clear and prominent place and manner on the home page of that area. The link at each such location must clearly indicate that the Privacy Statement includes information about the Site's information practices with regard to children.
- ii. 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).
- iii. Licensee may label the link to the Privacy Statement with the TRUSTe mark listed in Section 2 of the License Agreement (Children's Mark) or a hypertext link or button with the phrase "Privacy Statement." The Children's Mark or the hypertext link must link directly to the Site's Privacy Statement.
- iv. 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 (Children's Mark), hypertext link or button must link directly to the Site's Privacy Statement.
- v. The Verify Mark must be located at the top of the Privacy Statement, in either margin. 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.

3. Privacy Practices

- A. Parental Notice and Consent. Except as provided below in subsection iii, licensee must provide notice to the parent and obtain verifiable parental consent prior to the collection, use, or distribution to third parties, of Personal Information collected from children under 13, including for any material change in practices to which the parent has previously consented. Licensee must make reasonable efforts, taking into account available technology, to ensure that the parent receives such notice.
- i. Notice to Parents. Licensee's notice and request for parental consent shall provide all information contained in its Privacy Statement. The notice also shall inform parents that the Licensee wants to collect Personal Information from the child, and cannot do so without parental consent. In addition, the request must indicate how the parent can consent to the collection and use of Personal Information from a child, without consenting to the disclosure of the information to third parties, if the parent so chooses. Mechanisms to provide notice include, but are not limited to, sending the notice to the parent's email address or sending the notice by postal mail.
 - ii. Verifiable Parental Consent. Mechanisms for such consent may include, but are not limited to: off-line consent such as printing and submitting a permission form by mail or facsimile; or having a parent call a toll-free number staffed with trained personnel; or online consent that contains a verifiable unique identifier like credit card information in the context of a transaction; or a digital certificate that uses public key technology; or an email accompanied by a PIN or password obtained through one of the methods listed above.
 - iii. Exceptions to Prior Notice and Verifiable Parental Consent.
 1. To provide notice to parents or obtain parental consent. Licensee may collect the child's or parent's online contact information to send the parent notice and obtain verifiable parental consent, if the online contact information is not used for any other purpose, and is deleted if parental consent is not obtained after a reasonable time. The notice to parents must include the information set forth in Section 3(Ai), above.
 2. For a one time collection and single contact. Licensee may collect and use the child's online contact information to respond directly once to the child's specific request if it is not used to re-contact the child or for any other purpose, and is deleted once the request is fulfilled. No notice to parents is required under this exception.
 3. For a one time collection with multiple contacts. Licensee may collect a child's online contact information to respond directly more than once to a specific request from the child (such as the case where a child requests a

newsletter subscription) if such information is not used for any other purpose. To rely upon this exception, Licensee must make reasonable efforts, taking into account available technology, to ensure that the parent receives notice of this collection and use prior to the second contact. Mechanisms to provide such notice include, but are not limited to, sending the notice by postal mail or sending the notice to the parent's email address, but do not include asking a child to print a notice form or sending an email to the child. The notice to parents must include the following information:

- a. all information contained in the Privacy Statement;
 - b. what Personal Information was collected (i.e., the child's online contact information);
 - c. how the Personal Information will be used;
 - d. a statement that the parents can refuse to permit further contact with the child and require that the collected information be deleted;
 - e. the procedures for refusing further contact and requiring deletion of the collected information; and
 - f. a statement that the Licensee will use the information for its stated purpose if the parent fails to respond.
4. To protect a child's safety. Licensee may collect and use the child's online contact information to the extent reasonably necessary to protect the safety of a child participant on the Site if the information is not used for any other purpose. To rely upon this exception, Licensee must make reasonable efforts to ensure the parent receives notice of this collection and use. The notice to parents must include the following information:
- a. all information contained in the Privacy Statement;
 - b. what Personal Information was collected (i.e., the child's online contact information);
 - c. how the information will be used (i.e., to protect the safety of a child participant on the Site);
 - d. a statement that the parents can refuse to permit the use of the information and require that the collected information be deleted;
 - e. the procedures for refusing use of the information and requiring its deletion; and
 - f. a statement that Licensee will use the information for its stated purpose if the parent fails to respond.
5. To protect the security or integrity of the Site, take precautions against liability, respond to judicial process, or to the extent permitted under other provisions of law. Licensee may collect and use the child's online contact information to the extent reasonably necessary to protect the security or

integrity of the Site, take precautions against liability, respond to judicial process, or to the extent permitted under other provisions of law, if the information is not used for any other purpose. No notice to parents is required under this exception.

- B. Security. Licensee must implement reasonable procedures to protect Personal 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.
- C. Parental Access and Review. Licensee must provide reasonable and not unduly burdensome means for the parents to review, correct, update and have deleted any Personal Information collected from their child at any time. Licensee must verify that the requester is the child's parent using a mechanism set forth in Section 3(Aii), above (Verifiable Parental Consent). In addition, upon the parent's request, Licensee will stop further collection of Personal Information from that child.
- D. Posting Personal Information. Licensee will not give children under 13 the ability to post publicly or otherwise distribute Personal Information without prior Verifiable Parental Consent, and will make best efforts to prevent a child from doing so without such consent. This includes, but is not limited to, public posting through the Internet, a home page of a Web site, a pen pal service, an electronic mail service, a message board, or a chat room.
- E. Limiting Information Collection. Licensee must not require or entice children under 13, by the prospect of a game, prize or other activity, to divulge more Personal Information than is needed to participate in such activity.
- F. Use of Personal Information. Licensee shall treat all Personal Information gathered on the Site in accordance with Licensee's Privacy Statement(s) in effect at the time of collection.
- G. Changes to the Privacy Statement or Privacy Practices. Licensee must obtain prior approval from TRUSTe for any material changes in the privacy practices or the Privacy Statement.
 - i. Changes are material under this subsection if they relate to Licensee's practices regarding collection, use, or disclosure of Personal Information; notice and disclosure regarding those practices; user choice and consent regarding how Personal Information is used and shared; or measures for data security, integrity, or access.
 - ii. If Licensee materially changes its privacy practices, Licensee must follow Section 3(A) and provide notice and obtain verifiable parental consent before collecting, using, or disclosing Personal Information from children for the new practices.

- iii. Licensees making material changes to their privacy statements may be subject to a revision fee.

H. Assignment, Transfer or Other Change in Control of Personal Information. Licensee shall notify TRUSTe prior to (i) any Assignment or Transfer which involves sharing Personal Information between the parties; (ii) change in name of Licensee or (iii) change of domain name for the Site. An Assignment or Transfer of Personal Information shall be treated as a transfer to a third party of Personal Information collected by Licensee, and the Licensee must follow section 3(A) with regards to providing parental notice and choice. 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, where notice and verifiable parental consent are not required. 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).

4. TRUSTe Compliance Assessment, Monitoring and Complaint Resolution Procedures.

Licensee shall reasonably cooperate with TRUSTe to ensure compliance with the Children's Program Requirements and Privacy Statement(s). TRUSTe will, itself or through an independent, qualified, neutral third party designated by TRUSTe, review the Privacy Statement(s) and the Site periodically throughout the term of the agreement, to assess the consistency and quality of Licensee's Privacy Statement(s) and related privacy practices, the Licensee's conformance with the Children's Program Requirements, and the level of consistency and quality of use of the TRUSTe Mark(s) on the Site throughout the term of the Agreement. Compliance Assurances will include the following:

- A. Initial and Annual Assessment. After a Site has completed a formal application to become a TRUSTe Licensee but before being granted the TRUSTe Children's Mark, a TRUSTe representative will conduct an initial review of the site for adherence to TRUSTe Children's Program Requirements and the COPPA Rule. As part of this initial review, the Site must complete and attest to TRUSTe's Self-Assessment Sheet. TRUSTe will independently review the Site's privacy practices and Privacy Statement, and Self-Assessment Sheet. Through this review, TRUSTe verifies that the Site's practices, Privacy Statement, and Self-Assessment Sheet are consistent with each other and with the TRUSTe Children's Requirements and the COPPA Rule. Before being accepted as a licensee, the Web site must make any changes to its privacy practices and Privacy Statement that TRUSTe determines are necessary to come into compliance with the Children's Program Requirements and the COPPA Rule. Licensee must repeat the above assessment and Site review process on an annual basis in order to renew its TRUSTe License Agreement and continue to use the TRUSTe Children's Marks.
- B. Ongoing Periodic Monitoring. After Licensee has received the TRUSTe Children's Mark, a TRUSTe representative will periodically review Licensee's Web site to ensure compliance with its posted privacy practices and the TRUSTe

Children's Requirements and to check for changes in the Privacy Statement. In addition, TRUSTe will "seed" the Web site regularly to confirm that Licensee obtains verifiable parental consent when required, permits parents to review and/or delete their children's information when requested, does not use children's information for any reason outside the stated purpose, and otherwise engages in information collection and use practices that are consistent with its stated policies and the Children's Privacy Program. TRUSTe's manual reviews and seeding are conducted on an unannounced basis periodically throughout the year.

- C. Online Community Monitoring. TRUSTe will investigate all non-frivolous complaints of Licensee's violations of its posted Privacy Statements or other specific privacy concerns that are received from consumers through TRUSTe's online Watchdog Dispute Resolution Program. Licensee agrees to cooperate fully in any requests for information or further monitoring of Licensee's Web site conducted by TRUSTe.
- D. Escalated Investigations. If TRUSTe has reason to believe, as a result of any of its monitoring efforts, that Licensee has violated its posted privacy practices or any of the Children's Program Requirements, TRUSTe will conduct an escalated investigation, which may include an on-site compliance review.

5. To comply with Section 4 above, 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 Children's Program Requirements, for the purpose of conducting reviews to ensure that Licensee's Privacy Statement(s) are consistent with actual practices.
- B. Provide, upon TRUSTe's reasonable request, information regarding how Personal 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.
- C. 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 Personal 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.
- D. Licensee must participate in TRUSTe's Watchdog process to resolve non-frivolous privacy concerns or complaints – as defined by TRUSTe not the Licensee-- raised by consumers and to resolve any privacy concerns raised by TRUSTe. If Licensee does not respond directly to consumer concerns or

complaints in a satisfactory and timely fashion, TRUSTe will act as the liaison between the Licensee and the consumer to resolve the issue, including recommending any necessary corrective action.

- E. 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.
 - F. 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.
 - G. Be subject to an on-site compliance review in response to non-frivolous complaints – as defined by TRUSTe not the Licensee-- from a user of the Site or any findings by 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.
 - H. 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.
 - I. When undergoing a third party audit, Licensee will 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.
6. User Complaints. Licensee shall provide users and parents with reasonable, appropriate, simple and effective means to submit complaints and express concerns regarding Licensee's privacy practices. Licensee shall respond to all such submissions in a timely fashion, not to exceed ten (10) business days. Licensee shall also reasonably cooperate with TRUSTe's efforts to resolve user or parental complaints, questions and concerns.

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.

8. TRUSTe Compliance Incentives. TRUSTe will recommend that Licensee take corrective action if any investigation or complaint reveals any violations of its own posted privacy statement, TRUSTe's Children's Requirements, or the COPPA Rule. Licensee must take such corrective action recommended by TRUSTe. If Licensee does not take such corrective action, TRUSTe will revoke the TRUSTe Children's Privacy and terminate Licensee's participation in the Children's Privacy Program, and/or refer Licensee to the Federal Trade Commission. In addition, TRUSTe will report such disciplinary action publicly on its website, including Licensee's name, the nature of the violation, and TRUSTe's resulting action.

Appendix A: Verification Page Paragraph

1. The following verification page shall be used for Licensee's sites.

(Name of the Company) is a licensee of the TRUSTe Children's Privacy Program. This Privacy Statement discloses the privacy practices for (URL of the 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. This Web site complies with the TRUSTe Children's Privacy Program, which has been approved by the Federal Trade Commission as an authorized safe harbor under the Children's Online Privacy Protection Rule. When you and your child visit a Web site displaying the TRUSTe trust mark, you can expect to be notified of:

- a. What Personal Information the Web site seeks to collect from your child;
- b. The organization(s) collecting the information;
- c. How the information is used;
- d. With whom the information may be shared;
- e. What choices are available to you regarding collection, use and distribution of the information collected from your child;
- f. The kind of security procedures that are in place to protect the loss, misuse or alteration of information under (Name of the Company) control;
- g. How you can review and delete any information collected from your child;
- h. How you can opt not to share Personal Information collected from your child with third parties, if you so choose.

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 the TRUSTe Watchdog Dispute Resolution Program at <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]