



Web Privacy Seal Program Requirements

- I. Definitions: The following definitions shall apply herein:
- A. “Personally Identifiable Information” means any information collected through the Site (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” means Personally Identifiable Information that is collected by Participant through the Site from a person other than the person to whom it pertains or whom it identifies.
 - C. “Co-Branded” Web sites are Web sites at which entities other than Participant have a business right to access and use Personally Identifiable Information or Third Party Personally Identifiable Information collected by the Web site.
 - D. “Material Change” means a change that relates to Participant’s:
 - 1. Practices regarding notice, disclosure, and use of Personally Identifiable Information and/or Third Party Personally Identifiable Information;
 - 2. Practices regarding user choice and consent to how Personally Identifiable Information and/or Third Party Personally Identifiable Information is used and shared; or
 - 3. Measures for data security, integrity, or access.
 - E. “Opt-Out” means a notification to Participant by a user, after notice by Participant, that she does not wish to have her Personally Identifiable Information used, disclosed or distributed.
 - F. “Opt-In” means the affirmative approval by the user, after notice by Participant, of a use, disclosure or distribution of Personally Identifiable Information.
 - G. “Service Provider” is a third party that performs or assists in the performance of a function or activity involving the use or disclosure of Personally Identifiable Information or Third Party Personally Identifiable Information on behalf of Participant.
 - H. “Privacy Statement” shall mean the statements of Participant’s information practices posted on its Web Site(s), as such practices are updated from time to time. Participant’s Privacy Statement includes, but is not limited to: (1) a single,



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comprehensive statement of all Participant's information practices ("Comprehensive Privacy Statement"); (2) a short notice, summary notice, or disclosure of specific information practices posted at the point of information collection; or (3) a P3P Statement.

II. TRUSTe Responsibilities

- A. Client Services Manager. TRUSTe agrees to name a Client Services Manager for Participant within fifteen (15) business days of the Effective Date of this Agreement, as long as all paperwork including the Self Assessment and Privacy Statement has been completed, by providing written or electronic notice to Participant. All notices between TRUSTe and Participant shall be directed to the designated Site Coordinator and designated TRUSTe Client Services Manager, which either party may change upon written or electronic notice to the other.
- B. TRUSTe Marks. Upon certification, TRUSTe will provide Participant with:
 1. the Marks indicated in Exhibit A; and
 2. a Participant Verification Page located on TRUSTe's secure server.
- C. TRUSTe Compliance Assessment, Monitoring and Complaint Resolution Procedures. TRUSTe will, itself or through an independent, qualified, neutral third party designated by TRUSTe, review the Privacy Statement(s) and the Site, at times determined by TRUSTe in its discretion, throughout the term of this Agreement, to assess: (i) the consistency and quality of Participant's Privacy Statement(s) and related privacy practices, (ii) the Participant's conformance with the Program Requirements, and (iii) the consistency and quality of use of the TRUSTe Mark(s) on the Site. Compliance procedures will include the following:
 1. Assessment. After a Participant has completed a formal application to become a TRUSTe Participant but before being granted the TRUSTe Mark, TRUSTe will independently review the Participant's Privacy Statement and Self Assessment for consistency with the Program Requirements.
 2. Online Community Monitoring. TRUSTe will investigate non-frivolous complaints of Participant'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. TRUSTe will respond to all such complaints within ten (10) business days of receipt through the TRUSTe Online Watchdog Dispute Resolution Program.
 3. Ongoing TRUSTe Monitoring. TRUSTe will conduct ongoing monitoring of Participant's Site, including but not limited to the use of seeding and unannounced site reviews.
 4. Escalated Investigations. If TRUSTe has reason to believe, as a result of any of its monitoring efforts, that Participant has violated its posted privacy practices or any of the Program Requirements, TRUSTe will conduct an escalated investigation, which may include an on-site compliance review. Participant shall pay for the reasonable costs of any such review as required by Section III.H below and shall promptly rectify the practice to TRUSTe's satisfaction.



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5. Recommendations/Remedies. If TRUSTe, after any investigation or complaint pursuant to this Section II.C, finds any violations by Participant of Participant's posted Privacy Statement or of these Program Requirements, TRUSTe will recommend that Participant take corrective action as required by Section III.E.
 - D. Amendments. TRUSTe will review Participant's proposed Material Changes to its approved Privacy Statement, after Participant notifies TRUSTe of such change pursuant to Section III.E.2.g herein.
 - E. Correspondence. TRUSTe may from time to time provide Participant with newsletters, information regarding legal changes to this Agreement, information regarding updates to the Web Privacy Program, and other relevant information regarding current privacy issues.
- III. Participant Responsibilities
- A. In addition to the Fees, Applicant shall submit the following Participant Program Materials to TRUSTe as part of its application:
 1. Two signed originals of the TRUSTe Web Privacy Program Amendment;
 2. One signed Self Assessment; and
 3. Its current Privacy Statement, covering all program requirements set forth in this Program Amendment.
 - B. Self Assessment. Participant shall provide the Self Assessment with the understanding and expectation that TRUSTe may rely on the statements contained therein for the purpose of determining Participant's practices and Participant's qualification for the TRUSTe Program. After diligent inquiry and in good faith, an authorized representative of Participant shall sign and attest that the statements made on the Self Assessment are true and accurate as of the date submitted and shall remain true and accurate for the term of this Agreement, unless Participant's privacy practices and Privacy Statement are modified pursuant to Section III.E.2.g. hereof.

Participant will be required to submit a new partial or full Self Assessment, as determined by TRUSTe, in the following circumstances: (i) there has been any Material Change in Participant's Privacy Statement or privacy practices; (ii) there has been an assignment by Participant in compliance with the terms of Section 11(b) of this Agreement; (iii) it has been three (3) years since Participant's last full Self Assessment; or (iv) there has been an investigation pursuant to Section III.H of these Program Requirements.
 - C. Recertification. Participant must seek recertification by TRUSTe annually, and comply with the following requirements in order for recertification to be effective:
 1. Participant must execute an addendum to the Web Seal Program Amendment, in a form as provided by TRUSTe ("Addendum"), which shall:
 - a. Contain a representation and warranty that Participant has either (i) made no Material Changes to its Privacy Statement or privacy practices, as such Privacy Statement and privacy practices have



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- been previously approved by TRUSTe, or (ii) made no Material Changes to its Privacy Statement or privacy practices, as such Privacy Statement and privacy practices have been previously approved by TRUSTe, except those submitted with Participant's request for recertification;
- b. Contain a representation and warranty that the authorized representative signing the Addendum has reviewed the Participant's current Self Assessment; and
 - c. Be signed by an authorized representative of Participant.
2. If Participant proposes to make any Material Changes to its Privacy Statement or privacy practices, such Material Changes must be submitted with the Addendum, for review and approval by TRUSTe in its sole discretion. TRUSTe may require that Participant take certain corrective measures regarding Material Changes for recertification to be effective.
 3. If the Program Requirements in effect at the time of recertification differ from those integrated into Participant's Web Seal Program Amendment, Participant must accept the new Program Requirements as part of the Addendum. In addition, Participant must provide responses to any Self Assessment questions required by TRUSTe that are related to any changes in the Program Requirements.
 4. Notwithstanding any other terms of this Section III.C, a new, full Self Assessment will be required of Participant no less than every three (3) years.
- D. Site Coordinator. Participant shall name a coordinator for the Site (the "Site Coordinator") on or by the Effective Date and shall keep this information current with TRUSTe. The Site Coordinator shall be the employee of the Participant who is responsible for the accuracy of the Privacy Statement and implementation of the TRUSTe Program. All notices between TRUSTe and Participant shall be directed to the designated Site Coordinator and designated TRUSTe Client Services Manager, which either party may change upon written or electronic notice to the other.
- E. Minimum Program Requirements.
1. Privacy Statement. Participant shall maintain and abide by a Privacy Statement in the English language that is written by Participant, and approved by TRUSTe in its sole discretion, that states Participant's information practices and is in conformance with this Program Amendment. The Privacy Statement must be linked only to and from Web pages that are in the English language. At a minimum, Participant shall post a Comprehensive Privacy Statement that shall disclose to users the Site's information practices, including each of the following:
 - a. 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;



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- b. A full description of how users of the Site can contact Participant, as required in Section III.E.2.b, III.E.2.e, and III.E.2.h;
 - c. How to contact TRUSTe to express concerns regarding Participant's Privacy Statement or Site privacy practices;
 - d. What Personally Identifiable Information and/or Third Party Personally Identifiable Information is collected through the Site;
 - e. The identity (including name, address and e-mail address) of the organization(s), other than a Service Provider of Participant, that is collecting Personally Identifiable Information and/or Third Party Personally Identifiable Information through the Site;
 - f. How Personally Identifiable Information and/or Third Party Personally Identifiable Information collected through the Site is used;
 - g. With whom Personally Identifiable Information and/or Third Party Personally Identifiable Information collected through the Site is shared, if at all (including any agent agreements);
 - h. Whether the Site supplements Personally Identifiable Information collected on the Site with information from other sources;
 - i. What tracking technologies, if any are used on the Site by either the Participant or a third party on the Site;
 - j. How and when a user may exercise choice, as required in Section III.E.2.b;
 - k. How access is provided, as required in Section III.E.2.e;
 - l. The security measures that are in place, as required in Section III.E.2.f;
 - m. That Personally Identifiable Information and/or Third Party Personally Identifiable Information provided to Participant is subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders;
 - n. That (if appropriate) information posted by users in online bulletin boards, chat rooms, news groups or other public forums may be displayed publicly;
 - o. The notification procedures with respect to a Material Change in the Privacy Statement(s) and Material Changes in the use of Personally Identifying Information, as required in Section III.E.2.g;
 - p. If downloadable software is provided through the Site, a statement that the TRUSTe program does not cover Personally Identifiable Information that may be collected through such software; and
 - q. The effective date of the Privacy Statement.
2. Privacy Practices.
- a. Use of Personally Identifiable Information and/or Third Party Personally Identifiable Information. Participant shall:



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- i. Treat all Personally Identifiable Information and/or Third Party Personally Identifiable Information gathered on the Site in accordance with Participant's Privacy Statement(s) in effect at the time of collection; and
 - ii. Except as provided in Section 2.b.ii herein, use all Third Party Personally Identifiable Information collected through the Site solely to facilitate the completion of the transaction that is the primary purpose for which the information was collected.
- b. Choice. Participant shall offer choice to the person to whom Personally Identifiable Information or Third Party Personally Identifiable Information pertains as follows:
- i. For Personally Identifiable Information collected through the Site:
 - (a) Participant may use Personally Identifiable Information collected through the Site to tailor the Site to the person to whom the information pertains;
 - (b) "Opt-Out" choice must be given before Personally Identifiable Information collected through the Site may be:
 - (1) used when such use is not related to the primary purpose for which the information was collected; or
 - (2) disclosed or distributed to third parties, other than Service Providers.
 - (c) The scope of use, disclosure or distribution deemed related to the primary purpose shall be defined in the Privacy Statement and shall be reasonable to consumers;
 - (d) 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;
 - (e) Participant shall ensure that the user's choice is honored; and
 - (f) Participant shall provide a means by which users may change their choice selection under this subsection.
 - ii. For Third Party Personally Identifiable Information collected through the Site:
 - (a) Opt-In choice must be given before such information may be used, disclosed or distributed for any purpose other than the primary purpose for which such information was collected; and
 - (b) Notwithstanding (a), Participant may use Third Party Personally Identifiable Information to send a one-time e-mail message to the person to whom the Information pertains to solicit her Opt-In consent.



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- iii. For Email Newsletters and Promotional Email Messages sent by Participant:
 - (a) All newsletters and promotional email messages that Participant sends to consumers, other than messages that a user has agreed to receive from Participant as a condition of using Participant's service, must include Participant's postal address and a functional unsubscribe mechanism.
 - (b) The unsubscribe mechanism must be clear and conspicuous, and must be functional for no fewer than thirty (30) days following the sending of the newsletter or promotional email message;
 - (c) Participant must honor a user's request to unsubscribe from a newsletter or promotional email message beginning on the tenth business day after the Participant receives the unsubscribe request, unless the user subsequently requests to receive newsletters or promotional email messages from Participant; and.
 - (d) An unsubscribe mechanism is not required for administrative or customer service-related email messages (e.g., account management, warranty or recall information, safety or security announcements) for which an unsubscribe would be inappropriate.
- iv. For use of tracking devices, such as Web beacons, that transfer Personally Identifiable Information linked to sensitive information (e.g., Social Security numbers, financial account and transaction information, or health information) to a third party, Opt-in choice must be given.
- c. On-Line Directory. A Participant operating an on-line directory or other similar service must provide a process whereby individuals may Opt-Out of having Personally Identifiable Information posted.
- d. Data Quality. Participant 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.
- e. Access. Participant must implement reasonable and appropriate processes or mechanisms to allow users to correct material inaccuracies in 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.
- f. Security. Participant must implement reasonable procedures to protect Personally Identifiable Information and/or Third Party Personally Identifiable Information within its control from unauthorized use, alteration, disclosure, distribution, or access. Participant shall utilize appropriate, commercially reasonable means, such as encryption, to protect any sensitive information,



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such as social security numbers, financial account and transaction information, and health information, that it collects.

- g. Material Changes. Participant must obtain prior approval from TRUSTe for any Material Change in its Privacy Statement or privacy practices. If Participant makes a Material Change to its Privacy Statement and/or privacy practices, it may be subject to a revision fee under Section III.I to compensate TRUSTe for its costs of processing the revisions. Any Material Change in Participant's Privacy Statement or privacy practices may require a new partial or full Self Assessment, in TRUSTe's sole discretion.

Participant shall notify users of any Material Change in the Privacy Statement(s) or Material Change in the collection, use or disclosure of Personally Identifiable Information and/or Third Party Personally Identifiable Information prior to making the change. To do so:

- i. Participant may post prominent notices on the Site for thirty (30) calendar days prior to the implementation of the Material Change and a description of how users may exercise any applicable choice pursuant to Section III.E.2.b herein; or
- ii. Participant may send an administrative e-mail to all users affected by the Material Change fourteen (14) calendar days prior to the implementation of the Material Change and post prominent notices on the Site for the fourteen (14) calendar days prior to the implementation of the Material Change. Both the e-mail and the notice shall contain a description of how users may exercise any applicable choice pursuant to Section III.E.2.b herein.

TRUSTe must approve all such notification of changes to the privacy statement in its sole discretion.

- h. User Complaints. Participant shall provide users with reasonable, appropriate, simple and effective means to submit complaints and express concerns regarding Participant's privacy practices. Participant shall respond to all such submissions in a timely fashion, not to exceed ten (10) business days. Participant shall also cooperate with TRUSTe's efforts to resolve user complaints, questions and concerns.
 - i. Public Postings. A Participant may display Personally Identifiable Information in an online bulletin board, chat room, news group, or other public forum, where the Personally Identifiable Information being displayed was placed there by a user.
3. P3P Statements. If a Site has a P3P statement, it shall remain consistent with the posted Privacy Statement and Program Requirements set forth in this Agreement.
 4. Translation Into Other Languages. If Participant wishes to translate into other languages and post a Privacy Statement that has been approved in English, it



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shall contact TRUSTe to arrange for an appropriate addendum to this Agreement.

5. Location of Comprehensive Privacy Statement.

- a. The Participant must provide a link to the Comprehensive Privacy Statement on (i) Participant's home page; and (ii) on any pages collecting Personally Identifiable Information. Participant may label the link to the Comprehensive Privacy Statement with the Trust Mark listed in Exhibit A of this Program Amendment or a hypertext link or button with the phrase "Privacy Statement" or its reasonable equivalent.
 - i. 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.
 - ii. The Trust Mark listed in Exhibit A of this Program Amendment, 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.
- b. The Verify Mark must be located at the top of the Comprehensive Privacy Statement, in either margin.
 - i. The Verify Mark must link to Participant'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.
 - ii. Participant must provide TRUSTe with the URL(s) of the Verify Mark.
 - iii. If Participant changes the URL(s) of the TRUSTe Marks, it must provide TRUSTe two (2) business days' prior written or electronic notice of the change.
 - iv. If the Site links to the Comprehensive Privacy Statement from a privacy philosophy page, the Verify Mark must be located at the top of each page.
- c. The Comprehensive Privacy Statement must reside on Participant's server (or that of a third party with whom Participant has contracted for use of a server for the Site) unless otherwise agreed to in writing or electronically by TRUSTe and Participant.

6. Co-Owned/Co-Branded Web Sites.

- a. If the Site is co-owned, all co-owners must be governed by the terms of the Comprehensive Privacy Statement.
- b. In situations involving Co-Branded or partner Web sites, the Comprehensive Privacy Statement must indicate who is collecting information on the Site and to whom the Comprehensive Privacy Statement applies.
- c. 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



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one continuous site, it shall be reasonably clear to a reasonable user of the site who is collecting Personally Identifiable Information and what privacy statement(s) are applicable to the entity collecting such Personally Identifiable Information.

- F. Acceptance Of Recommended Changes. Participant must take within twenty (20) business days such corrective action recommended by TRUSTe pursuant to Section II.C.5 of this Exhibit B. If Participant does not take such corrective action, TRUSTe may (i) terminate for cause this Agreement or this Program Amendment as provided in Section 5(d) of this Agreement; and/or (ii) refer Participant to the Federal Trade Commission or other appropriate government enforcement agency, and may report such disciplinary action publicly on its website, including Participant's name, the nature of the violation (including a reference to the Section of this Exhibit B found to have been violated), and TRUSTe's resulting action.
- G. Notice To TRUSTe Of Certain Events. Participant shall notify TRUSTe in writing, at the same time that such information becomes publicly known, or within ten (10) business days of the event, whichever is sooner, of:
1. a change in Participant's name (other than an assignment); or
 2. a change of domain name for the Site(s).
- H. Cooperation With TRUSTe. To enable TRUSTe to meet its responsibilities above, Participant agrees to:
1. Cooperate with TRUSTe to ensure compliance with these Program Requirements and Participant's Privacy Statement(s).
 2. Provide, at no charge to TRUSTe or its representatives, full access to the Site(s) (i.e., including password access to premium or members only areas) for the purpose of conducting reviews to ensure that Participant's Privacy Statement(s) is consistent with actual practices.
 3. Provide, upon TRUSTe's reasonable request, information regarding how Personally Identifiable Information gathered from and/or tracked through Participant's Site(s) is used.
 4. 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.
 5. Respond within a maximum of ten (10) business days to all TRUSTe inquiries about Participant's implementation of the Program at the Site(s) and inquiries about Participant's potential breach of this Agreement. Participant 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.
 6. Participate in TRUSTe's Watchdog process to resolve non-frivolous, as defined by TRUSTe, privacy concerns or complaints raised by consumers and to resolve any privacy concerns raised by TRUSTe. If Participant does not respond directly



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

7. Be subject to an onsite compliance review in response to non-frivolous complaints, as defined by TRUSTe, from a user of the Site or any findings by TRUSTe that Participant (a) has failed to implement and adhere to the policies set forth in Participant's Privacy Statement; or (b) has failed to adhere to the Program Requirements.
 - a. TRUSTe shall provide, at a minimum, ten (10) business days' written notice to Participant prior to initiation of an on-site compliance review and shall perform its review during Participant's normal business hours and at a time agreeable to Participant.
 - b. 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 Participant's facility will be completed within two (2) business days and shall not exceed five (5) business days as long as Participant cooperates and no unusual circumstances cause additional time to be reasonably necessary.
 - c. TRUSTe shall use its reasonable effort to accommodate Participant's schedule and shall perform its review in such a manner as to not unreasonably interfere with Participant's operations.
 - d. Participant agrees to bear the reasonable cost of up to three (3) such reviews in a one year period and promptly rectify the practice to TRUSTe's reasonable satisfaction.

Fees for Additional Services. Participant will pay TRUSTe a reasonable fee for additional services under this Exhibit B pursuant to Sections II.C.4 and III.H.7.d.