



Children's Privacy Seal 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



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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,



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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



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- 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



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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



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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;



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- 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



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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.



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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



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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.



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- 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



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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.