



## TRUSTe Offline Dispute Resolution Agreement 4.0

This Offline Dispute Resolution Agreement (the "Agreement") represents the agreement between Trusted Universal Standards in Electronic Transactions ("TRUSTe") and [ ] ("Client") with respect to Client's participation in the TRUSTe Offline Dispute Resolution Program ("Program"). This Agreement shall be effective on the Effective Date.

NOW, THEREFORE, the Parties hereto for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

- I. Definitions. The following definitions shall apply to this Agreement and any exhibits attached hereto.
  - A. "Assignment or Transfer" shall mean, and be deemed to occur upon, an acquisition or assignment of all or substantially all of the assets of Client (including Client's rights under this Agreement) or a transfer of control of Client.
  - B. "Board" shall mean the Board of Directors of TRUSTe.
  - C. "Client Fee Schedule" shall mean the schedule of fees posted on TRUSTe's Web Site, or presented to the Client in writing by TRUSTe, as such schedule is updated from time to time, and other fees indicated in Section IV.
  - D. "Effective Date" shall mean the date this Agreement is signed by both parties, or, in the case of a renewal, the day after the previous license expires if the requirements of Section III.B regarding renewal are satisfied.
  - E. "TRUSTe Name" shall mean the name "TRUSTe".
- II. Offline Dispute Resolution.
  - A. Offline Dispute Resolution. TRUSTe shall provide dispute resolution for Client as described in Schedule A. TRUSTe shall not be required under this Agreement to provide dispute resolution services for Client's parents, affiliates, or subsidiaries. Client and TRUSTe shall comply with the Offline Dispute Resolution Procedures ("Procedures") set forth in Schedule A.
  - B. Amendments. The Parties agree that TRUSTe may amend the Procedures (by amending the attached Schedule) from time to time in its reasonable discretion upon twenty (20) business days' prior written or electronic notice to Client. Upon receipt of such notice, Client may terminate this Agreement by providing written notice to TRUSTe within said twenty (20) business day period, in which case, Client will receive a prorated refund of the fee paid hereunder for the then current term (representing the portion of the current term remaining as of the effective date of the termination). If Client does not provide such written notice of termination, it will comply in full with the amended Procedures upon the end of said twenty (20)

business day period. When deemed appropriate by TRUSTe, the amendment may provide a longer period for implementation of the amended Procedures. TRUSTe may amend any time periods referenced in this Agreement if required by law. Client's failure to object in writing within the twenty (20) business day period or its continued use of the Notice Paragraph after the expiration of the twenty (20) business day period shall be deemed to constitute Client's acceptance of the amended Procedures.

III. Duration.

A. Initial Term. Unless terminated earlier or extended by the Parties in writing, the initial term of this Agreement shall begin on the Effective Date of this Agreement and continue for the following number of years:

- 1 Year
- 2 Years

B. Renewal. Unless terminated earlier, following the initial term, this Agreement may be renewed by Client for a period of one (1) year, pursuant to the requirements of this Section III.B ("Renewal"). If Renewal is not requested, this Agreement shall terminate at the end of the Initial Term or the then-current Renewal term. The following requirements must be complied with in order for Renewal to be effective:

1. Client must execute an addendum to this Agreement, in a form as provided by TRUSTe ("Addendum") and signed by an authorized representative of Client, which shall represent and warrant that its privacy statement and privacy practices are in compliance with the EU Safe Harbor Privacy Principles as set forth by the United States Department of Commerce; and
2. Client must provide TRUSTe with a current copy of its verification statement as required under Frequently Asked Question 7 of the EU Safe Harbor Privacy Principles as set forth by the United States Department of Commerce; and
3. Client must pay the fee for renewal then in effect (see Section IV.C herein).
4. If all other requirements of this Section III.B. have been met, Renewal shall be effective unless Client's Addendum is declined by TRUSTe within ten (10) days of TRUSTe receiving the signed Addendum and the applicable license fee, in which case such fee shall be returned.

IV. Fees. Client shall pay TRUSTe as follows:

A. Client Fee for Initial Term. The amount of Client's fee for the initial term of this Agreement is equal to the applicable Client fee, as set forth in the Fee Schedule, for the number of years in the initial term, or, if the term of this Agreement is less than one year, a prorated number of Eligible Disputes. Client will not be billed for Ineligible Complaints, Frivolous Complaints, or Harassing Complaints, as those terms are defined in Section IV of Schedule A.

- B. Application for Service. Fees for the initial term, together with two original copies of this Agreement executed by Client and those items required by Section I of the Procedures attached hereto as Schedule A, are to be submitted to TRUSTe for review and acceptance in TRUSTe's sole discretion.
- C. Fee for Renewals. Not less than thirty (30) days prior to the expiration of the initial term or a subsequent term of this Agreement, TRUSTe shall submit an invoice to Client in the amount of the applicable Client fee, as set forth in the Fee Schedule in effect on the date of the invoice. Client's renewal payment is due before expiration of the then current term. Client must comply with all other provisions regarding Renewal as provided for in Section III.B.
- D. Fees for Additional Services. Client agrees to pay fees for additional services, as appropriate, as set forth in this Agreement or the attached Schedule.
- E. TRUSTe Right to Decline. If TRUSTe determines that it does not wish to enter into this Agreement with Client, it shall so notify Client and shall refund the fees within ten (10) business days of its receipt of this Agreement and the fees from Client and all prior discussions or exchange of information between TRUSTe and potential Client shall remain confidential. Except as otherwise provided herein, the fees are non-refundable.

V. Termination.

A. Termination by TRUSTe for Cause.

1. TRUSTe may terminate this Agreement upon twenty (20) business days prior written notice ("Notice of Termination") to Client of a material breach of this Agreement, unless the breach is corrected to TRUSTe's satisfaction within the same twenty (20) business day period ("Cure Period"). Within the Cure Period, Client shall either:
  - a. Satisfy TRUSTe's concerns;
  - b. Invoke review of the Notice of Termination by the TRUSTe Appeals Committee pursuant to Section V.C ("Appeals Committee Review"); provided, however, that appeals will be heard only on terminations by TRUSTe based on a material breach by Client as provided for under Sections V.A.2.ii-iii; or
  - c. Take no action, in which case this Agreement will terminate without any refund of its license fee.
2. Material breaches include but are not limited to: (i) Client's use of the TRUSTe Name or the Notice Paragraph in a manner inconsistent with the license granted under this Agreement, any use of the TRUSTe Name on products or materials for any purposes outside the scope of the Agreement (unless expressly approved in writing as provided below), or any use otherwise contrary to the provisions of this Agreement; (ii) Client's failure to implement and adhere to the Procedures (set forth in Schedule A); and (iii)

Client's failure to permit or cooperate with a reasonable review pursuant to the attached Schedule A.

- B. Termination by Either Party for Any Reason. Either party may terminate this Agreement at any time upon twenty (20) business days prior written notice for any reason ("Termination for Convenience").
1. If TRUSTe invokes Termination for Convenience, Client may invoke review of the Notice of Termination by the TRUSTe Board, pursuant to Section V.D ("Board Review") by submitting to TRUSTe within five (5) business days of its receipt of the notice from TRUSTe of TRUSTe's Termination for Convenience, a written statement, which shall be transmitted by TRUSTe to the Board within five (5) business days of receipt.
  2. If termination by TRUSTe becomes effective, TRUSTe will promptly refund to Client the amount equal to fifty percent (50%) of the prorated fee for the portion of the license term remaining as of the effective date of termination.
  3. If Client terminates this Agreement pursuant to this Section V.B, Client is not entitled to any refund.
- C. Appeals Committee Review. The membership of the Appeals Committee is described on TRUSTe's Web site. The Appeals Committee of TRUSTe will review those appeals submitted pursuant to termination of this Agreement under Section V.A, in compliance with the procedures in effect at that time, which are published on TRUSTe's Web site. In the event Client invokes Appeals Committee Review, termination by TRUSTe will become effective upon completion of the Appeals Committee Review unless a majority of the members of the Appeals Committee object to the termination. Client will be notified of the results of the Appeals Committee Review.
- D. Board Review. The Board will review all appeals by Client submitted pursuant to Section V.B pursuant to the procedures in effect at that time, which are published on TRUSTe's Web Site. In the event Client invokes Board Review, termination by TRUSTe will become effective upon completion of the Board Review unless more than twenty-five percent (25%) of the members of the Board then in office object to the termination.
- E. Effect of Termination. Upon termination of this Agreement, Client shall cease use of the TRUSTe Name and Notice Paragraph, as provided in Exhibit A.
- F. Survival. Sections IV, V.E-G, VI, VII, VIII, X, XI, XIII and XIV.A shall survive termination of this Agreement regardless of the manner in which the Agreement was terminated.
- G. Referral of Information After Termination. Notwithstanding Section XIII hereof, TRUSTe may, after termination of this Agreement, report the termination publicly on its Web site, including Client's name and, where termination is For Cause based upon Client's violation of the Procedures set forth in Schedule A hereto, the Procedure found to have been violated.

- VI. Intellectual Property. Subject to the terms and conditions set forth in this Agreement, TRUSTe grants to Client a non-exclusive, royalty-free, worldwide license to use, reproduce, and publicly display the TRUSTe Name, only as part of the Notice Paragraph.
- A. Terms of License. Client may display the TRUSTe Name only as part of the Notice Paragraph to provide notice of Client's participation in the Program. Client's use of the TRUSTe Name is limited to use as part of the Notice Paragraph, and no license is provided to use the TRUSTe Name in any other way. Client may not sublicense or assign the use of the TRUSTe Name. Client shall not alter the TRUSTe Name or Notice Paragraph in any form.
- B. Ownership Acknowledgment and Use of TRUSTe Name. Client 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 Name. Client 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 Name by Client 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 Name; and (iv) it shall not display the TRUSTe Name on any materials that are or that offer any service or product that is misleading, unlawful, or violative of the rights of third parties.
- C. Injunctive Relief. Should Client violate any provision of this Section VI, TRUSTe shall be entitled to terminate this Agreement for cause and obtain immediate injunctive relief in addition to any other legal rights and remedies. The termination procedures in Section V do not apply to termination by TRUSTe under this provision.
- VII. Client's Representations and Warranties. Client represents and warrants to TRUSTe as of the Effective Date and throughout the Term of this Agreement that:
- A. Client has all right, title and authority to enter into this Agreement.
- B. There are no restrictions, agreements or understandings whatsoever to which Client is a party that would prevent or make unlawful its execution of this Agreement or its engagement hereunder.
- C. Client's execution of this Agreement and its engagement hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which it is a party or by which it is bound.
- D. Client's annual corporate revenue for the fiscal year immediately prior to the Effective Date was:
- \$0 - \$4,999,999       \$5 - \$9 million       \$10 - \$19 million
  - \$20 - \$49 million       \$50 - \$74 million       \$75 - \$99 million
  - \$100 - \$499 million       \$500 million - 1,999 million       over \$2 billion

- E. No Modification. Client 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 Offline Dispute Resolution Agreement posted on the TRUSTe Web Site except by adding Client's name and contact information.
- VIII. Indemnification by Client. Client 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 Client's participation in the Program, Client's use of the TRUSTe Name or the Notice Paragraph (except for claims that the TRUSTe Name or use of the TRUSTe Name infringes any trademark rights of third parties), or Client's non-compliance with the Procedures (which are set forth in Schedule A); provided that (i) TRUSTe provides prompt written notice of any such claim, action or demand, (ii) TRUSTe allows Client 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) TRUSTe provides Client, at Client's request, with reasonable assistance in the defense of such claim, action or demand, so long as Client reimburses TRUSTe for TRUSTe's reasonable out-of-pocket expenses associated therewith, and (iv) TRUSTe 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.
- IX. Limited Warranty; Indemnification by TRUSTe.
- A. The TRUSTe Name and Program are provided "AS IS" with no warranty of any kind. TRUSTe disclaims all express and implied warranties, including the implied warranties of merchantability, fitness for a particular use and non-infringement.
- B. TRUSTe will defend, indemnify and hold Client 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 Name infringes the U.S. trademark rights of any third party, and pay any settlement negotiated by TRUSTe of any such action, provided that: (i) Client provides prompt written notice of any such claim, action or demand; (ii) Client allows TRUSTe to control the defense and related settlement negotiations, provided, however, that Client shall have the right to participate in such defense with counsel of its own choosing at its own expense; (iii) Client provides TRUSTe, at TRUSTe's request, with reasonable assistance in the defense of such claim, action or demand, so long as TRUSTe reimburses Client for Client's reasonable out-of-pocket expenses associated therewith; and (iv) Client may not settle a claim in a manner that causes Client to incur unindemnified liability, take action, or suffer other injury, without Client's written consent, which consent shall not unreasonably be withheld. THE FOREGOING IS CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS OF ANY KIND.
- X. Liability Limitation. Except for payments provided in Sections VIII and IX herein, in the attached Schedule, and for damages, losses or expenses incurred by TRUSTe,

including reasonable attorneys' fees for any claim, investigation or litigation resulting from a material breach or misstatement of the representations and warranties contained in Section VII of this Agreement, neither party shall be liable to the other party on any claim arising under or relating to this Agreement, the Program or the TRUSTe Name for any amount greater than the amount of Client fees actually paid by Client to TRUSTe under this Agreement.

- XI. Consequential Damages Waiver. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR DAMAGES FROM LOST PROFITS, LOST USE, OR DAMAGE TO GOODWILL, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- XII. Descriptive References.
- A. Reference to Client. It shall be public information that Client is a client of TRUSTe and has entered into this Agreement with TRUSTe. TRUSTe may make descriptive references to Client's name and URL in TRUSTe's Current List of Clients located on TRUSTe's publicly accessible Web site and corporate brochures. With the prior written or electronic consent of Client, TRUSTe may also make descriptive references to Client's name and URL on other advertisements, promotional materials and related collateral marketing materials created during the term of this Agreement. TRUSTe may also respond to any inquiry regarding whether Client is a Client of TRUSTe and TRUSTe may provide its current list of Clients to any party requesting such a list. With the prior written or electronic consent of Client, TRUSTe may also make descriptive references to Client's name and URL on other advertisements, promotional materials and related collateral marketing materials created during the term of this Agreement. All references to Client's name and URL pursuant to this section will inure to the benefit of Client.
- B. Reference to Client Following Termination. Upon the termination of this Agreement, TRUSTe shall, within thirty (30) business days, remove Client from TRUSTe's Current List of Clients located on the TRUSTe Web Site. Upon the termination of this Agreement, TRUSTe may continue to use its existing stock of printed marketing materials for a reasonable time thereafter.
- XIII. Receipt of Confidential Information.
- A. Definition of Client Confidential Information. "Client Confidential Information" means information concerning Client's business and not generally known to the public that is either contained in Client's application or that has been marked as confidential by Client prior to its disclosure to TRUSTe. By way of illustration only, Client Confidential Information may include trade secrets, know-how, inventions, draft privacy statements, 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, provided, however, that such information is marked in accordance with this paragraph XIII.A.

- B. Confidentiality. TRUSTe agrees to take reasonable measures to maintain the confidentiality of Client 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 Client's Confidential Information than this Agreement. These obligations shall not apply to the extent that Client 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 Client; or (v) is approved for release by written authorization of Client. The parties agree that the disclosing party may be entitled to injunctive remedies as a remedy for any breach of this Section. Nothing in this Section shall prohibit TRUSTe from disseminating aggregated information that contains no identifiable Client Confidential Information.
- 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 Client that contain Client Confidential Information shall remain the property of Client. Upon termination of this Agreement, TRUSTe will retain Client's Application, Client's verification statement required under Frequently Asked Question 7 of the Safe Harbor Privacy Framework set forth by the Department of Commerce, and all information related to disputes to which Client is a party; TRUSTe shall return to Client or destroy all other Client Confidential Information and all copies thereof.
- D. Limitation. Notwithstanding the provisions of this Section XIII, TRUSTe may disclose Client 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, unless prohibited by law, TRUSTe will make commercially reasonable efforts to provide Client with five (5) business days' prior written notice, so that Client has an opportunity to intervene to protect the confidentiality of its information.

XIV. 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 or relating to 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 resolved in TRUSTe's favor, TRUSTe shall be awarded all court costs and reasonable attorneys' fees it incurs.
- B. Assignments.

1. Except as provided in Section XIV.B.2, Client may not 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 TRUSTe. In the event of an Assignment or Transfer by Client of this Agreement without TRUSTe's consent, or an attempt by Client to do so, such Assignment or Transfer, or attempted Assignment or Transfer, shall be null and void, and TRUSTe may immediately terminate this Agreement upon written notice to Client.
  2. Client may assign its rights and obligations under this Agreement provided that: (i) the assignee takes subject to all of the obligations of the Client under this Agreement; (ii) TRUSTe is notified in writing within thirty (30) days of such assignment; (iii) assignee signs TRUSTe's then-current License Agreement; and (iv) assignee provides the information required by Section I of the Procedures attached hereto as Exhibit A, which is acceptable to TRUSTe.
- C. Entire Agreement; Waiver; Relationship of the Parties. This Agreement and the Schedule(s), 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. 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 is not for the benefit of any third party.
- D. Amendment. This Agreement shall not be changed, modified, or amended except by a writing signed by both parties.
- E. Force Majeure. Neither party shall be liable (except for nonpayment) for interruptions, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof caused or occasioned by, or due to fire, flood, water, earthquake, the elements, acts of God, war and threat of imminent war, terrorism, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the parties reasonable control. The party so delayed or prevented from performing shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance.
- XV. Notices and Client Contact Information. Except as otherwise provided, all notices required to be given to Client under this Agreement must be given in writing and delivered either in hand (in which case delivery shall be effective as of the delivery date), by certified mail, return receipt requested, postage pre-paid (in which case delivery shall be effective three (3) days after mailing), or by Federal Express or other recognized

overnight delivery service (in which case delivery shall be effective the day following remittance to the delivery service), all delivery charges pre-paid, and addressed:

Designated Privacy  
Coordinator: \_\_\_\_\_

Privacy Coordinator's Email: \_\_\_\_\_

Privacy Coordinator's  
Telephone: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

XVI. 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 (in which case delivery shall be effective as of the delivery date), by certified mail, return receipt requested, postage pre-paid (in which case delivery shall be effective three (3) days after mailing), or by Federal Express or other recognized overnight delivery service (in which case delivery shall be effective the day following remittance to the delivery service), all delivery charges pre-paid, and addressed:

Designated Address: TRUSTe Compliance Department

Address: TRUSTe

685 Market Street, Suite 270

San Francisco, CA 94105

The authorized representatives of the Parties have executed this Agreement below. Please verify that the information required in the opening paragraph and in the Procedures (which are set forth in the attached Schedule) and Sections III and VII of this Agreement has been provided. THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF CLIENT REPRESENTS AND WARRANTS THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CLIENT AND, TO THE BEST KNOWLEDGE OF SUCH PERSON, ALL REPRESENTATIONS MADE IN THIS AGREEMENT BY CLIENT ARE TRUE AND CORRECT. THE INDIVIDUAL EXECUTING THIS AGREEMENT ON BEHALF OF CLIENT ACKNOWLEDGES ON BEHALF OF CLIENT THAT VIOLATIONS

OR MISSTATEMENTS CONTAINED IN CLIENT'S PRIVACY POLICIES OR STATEMENTS MAY RESULT IN TERMINATION OF THIS ADDENDUM, CIVIL AND CRIMINAL ACTIONS BY LAW ENFORCEMENT AUTHORITIES AGAINST CLIENT AND PRIVATE CAUSES OF ACTIONS. CLIENT FURTHER ACKNOWLEDGES THAT TRUSTe HAS AN OBLIGATION TO REPORT TO THE APPROPRIATE GOVERNMENT AGENCY IF IT FINDS A CLIENT IS FLAGRANTLY NOT ABIDING BY ITS STATED PRIVACY PRACTICES.

[SIGNATURES ON FOLLOWING PAGE]

Accepted and Agreed by TRUSTe:

Authorized Representative Signature \_\_\_\_\_

Name John Tomaszewski

Title VP, Legal, Policy & Compliance

Date \_\_\_\_\_

Accepted and Agreed by Client:

Authorized Representative Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

List of Schedules and Exhibits

Schedule A – Procedures Requirements

Schedule B – Program Fee Schedule



## TRUSTe Offline Dispute Resolution Agreement 4.0

### Schedule A: Procedures

- I. Client Information. At the time Client submits this agreement to TRUSTe, Client must provide TRUSTe with:
  - A. A statement of Client's privacy practices that is compliant with the EU Safe Harbor Privacy Principles, including a description of the purposes for which it collects and uses information, how individuals may contact Client with any inquiries or complaints, the types of third parties to which Client discloses the information, and the choices and means the organization offers individuals for limiting use and disclosure of information;
  - B. A statement of Client's internal procedures for implementing its privacy practices; and
  - C. A copy of the verification statement required under Frequently Asked Question 7 of the Safe Harbor Privacy Framework set forth by the Department of Commerce. Client must provide TRUSTe with a copy of the certification letter it provides to join the European Commission Directive on Data Protection Safe Harbor within five (5) business days of submitting the certification letter to the Department of Commerce. Client must certify with the U.S. Department of Commerce within twenty (20) business days of receiving approval to use the Notice paragraph.
- II. Complaints. Client shall provide individuals with reasonable, appropriate, simple and effective means to submit complaints and express concerns regarding Client's privacy practices. Client shall respond to all reasonable submissions in a timely fashion, not to exceed ten (10) business days. Client shall also cooperate with TRUSTe's efforts to resolve complaints, questions and concerns.
- III. Complaints filed through TRUSTe. Client shall cooperate with TRUSTe to resolve disputes regarding complaints received pertaining to the EU Safe Harbor ("Eligible Disputes"), excluding Ineligible Complaints, Frivolous Complaints, and Harassing Complaints (all as defined below). Client agrees to the following procedures for handling these complaints.
  - A. TRUSTe will accept complaints via its web site, postal mail, or fax. TRUSTe will notify Client of all complaints, via email or fax. Client should, whenever possible, correspond with TRUSTe via email. TRUSTe and Client, when appropriate, will respond to the individual filing the complaint in the method the individual has indicated is preferred.
  - B. TRUSTe will determine whether a complaint raises an Eligible Dispute. An Ineligible Complaint is one that seeks only some form of monetary damages, alleges fraud or other violations of statutory or regulatory law that has been resolved under a previous court action, arbitration, or other form of dispute settlement, or does not

involve a privacy issue. A Frivolous Complaint is one that has no factual basis. A Harassing Complaint includes successive complaints based on allegations previously rejected by TRUSTe or the filing of multiple complaints with TRUSTe employees other than those designated by TRUSTe to receive complaints. It shall be Client's duty to provide the necessary information to TRUSTe to show that a complaint is an Ineligible Complaint or a Frivolous Complaint.

- C. Client shall 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.
- D. Client shall respond within a maximum of ten (10) business days to all TRUSTe inquiries about Client's implementation of the EU Safe Harbor requirements or Client's compliance with its stated privacy policy. Client 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.
- E. Client shall review and update the contact information for Client's representative assigned to provide TRUSTe with the contact information for individuals who have access to or control of information collected or transferred under the EU Safe Harbor. Such contact information shall not be disclosed by TRUSTe to third parties and shall be used by TRUSTe, or an independent party designated by TRUSTe, solely for the purpose of resolving disputes pursuant to Client's participation in the Program.

IV. Reviews. If concerns regarding the proper implementation of the EU Safe Harbor arise, TRUSTe may itself, or through an independent, qualified, neutral third party designated by TRUSTe, review Client's privacy policy and practices to resolve Eligible Disputes regarding compliance with the EU Safe Harbor throughout the term of the Agreement. In selecting an independent, qualified, neutral third party, TRUSTe shall consider, among other things, cost, experience, and the context of the issue leading to the review. Such reviews may consist of reviews conducted at TRUSTe's offices, tracking unique identifiers in the database (seeding), and monitoring changes in Client's privacy policy. On-site privacy reviews may also be used as TRUSTe deems necessary. To comply with this Client agrees to:

- A. At no charge to TRUSTe or its representatives, provide full access to Client's records relevant to Client's participation in the Program for the purpose of conducting reviews to ensure that client's stated privacy policy is consistent with actual practices.
- B. Provide, upon TRUSTe's request, information regarding how information collected or transferred under the EU Safe Harbor is used.
- C. Be subject to an on-site review in response to an Eligible Dispute(s) regarding compliance with the EU Safe Harbor requirements from an individual or TRUSTe alleging that Client has failed to implement and adhere to the policies set forth in Client's stated privacy policy, or has failed to adhere to the EU Safe Harbor requirements. Client agrees to compensate TRUSTe as provided in this Agreement and promptly rectify any problems to TRUSTe's satisfaction. In addition, Client

agrees to reimburse TRUSTe for any reasonable costs associated with an onsite review.

- D. TRUSTe shall provide, at a minimum, ten (10) business days written notice to Client prior to initiation of an on-site review and shall perform its review during Client's normal business hours and at a time agreeable to Client. 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 Client's facility will be completed within two business days and shall not exceed five business days as long as Client cooperates and no unusual circumstances cause additional time to be reasonably necessary. TRUSTe shall use reasonable efforts to accommodate Client's schedule and shall perform its review in such a manner as to not unreasonably interfere with Client's operations.

**Schedule B: Program Fee Schedule – Effective January 1, 2007**

\$20,000 annual program fee – includes 180 complaints

\$200/per complaint – for additional complaints over the 180 limit