



October 15, 1999

Mr. Donald S. Clark, Secretary  
Federal Trade Commission  
Room H-159  
Sixth Street and Pennsylvania Avenue, N.W.  
Washington, DC 20580

Re: Online Profiling Project – Request to Participate and Comment  
P994809 / Docket No. 990811219-9219-01

Dear Mr. Clark:

As Chief Privacy Officer for AllAdvantage.com, I respectfully request to participate in Sessions Two and Three of the Online Profiling Workshop on November 8, 1999. Enclosed, please find AllAdvantage.com's responses to several of the questions posed in the Federal Register notice.

AllAdvantage.com is the first Internet Infomediary to achieve popular success. As a true Infomediary, AllAdvantage.com works as a personal agent on behalf of consumers to help them take control over the profiling process. We allow our members to monetize and obtain value for the use of their personal data profiles without compromising their privacy. Launched in March 1999, we signed up 250,000 members in our first 10 days of operation and currently have over 2 million active registered members.

As Chief Privacy Officer for AllAdvantage, I am the member of the management team charged with ensuring that member expectations regarding the company's privacy protection practices are met and that the company's overall commitment to member privacy is constantly reinforced throughout all aspects of our business. My position and role within the organization is an example of AllAdvantage.com's commitment to member privacy and a sign of the importance privacy plays in our business.

On behalf of AllAdvantage.com, I welcome the opportunity to share with the Commission why our business model changes the debate over online privacy practices, and why the rise of the Infomediary is one of the most important indications that the marketplace is beginning to meet the challenges posed by the current self-regulatory environment. Attached is a brief biographical summary outlining my work in the privacy and e-commerce arena as well as written comments addressing several of the questions raised.

Thank you for your consideration.

Sincerely,

Ray Everett-Church, Esq.  
Chief Privacy Officer

## **Ray Everett-Church**

Ray Everett-Church is Chief Privacy Officer and VP for Public Policy at AllAdvantage.com, a leader in the emerging Infomediary industry. He has a national reputation as an expert in the law and policy of information technology, Internet commerce, and intellectual property in cyberspace. Before joining AllAdvantage.com, he was an attorney with the Washington, DC-area technology law firm of Haley Bader & Potts. Prior to that, he worked for 6 years as an independent consultant to the online services industry, high-tech startups, and other Internet ventures.

Mr. Everett-Church has been active in technology, privacy, and online marketing issues for many years; the *New York Times'* online edition profiled him in 1997 as one of the most influential proponents of responsible Internet commerce. He was a co-founder and currently serves as counsel to the Coalition Against Unsolicited Commercial Email, the nation's largest grassroots Internet advocacy organization with nearly 20,000 individual and over 200 corporate members. Mr. Everett-Church has helped draft numerous legislative initiatives at the state and federal levels to address the practice of unsolicited commercial email.

As an online industry consultant, Everett-Church provided advice on administrative, technology, security, and marketing to companies such as America Online, CompuServe, and numerous content providers and trade associations, including the National Association of Home Builders. He is an ad hoc advisor to the Internet Service Provider Security Consortium of the International Computer Security Association, serves as a member of the Congressional Internet Caucus' Advisory Committee for the 106th U.S. Congress, and is a Fellow with the Internet Telecommunications Project.

A frequent speaker and media commentator on legal and technology issues surrounding the Internet, he has testified before the United States Senate, the Federal Trade Commission, and has appeared on NBC Nightly News, The Today Show, CNBC, and the Fox News Channel. His comments regularly appear in reports on CNN Interactive, and MSNBC, and in *USA Today*, the *Wall Street Journal*, the *New York Times*, the *Washington Post*, Wired News, and Interactive Week.

Mr. Everett-Church is a graduate of George Mason University and received a law degree from the National Law Center at The George Washington University. In his spare time he is technical administrator for the widely respected technology policy email discussion lists Cyberia-L and Cybertelecom-L, and the ComputerGuys-L mailing list (online companion to the monthly ComputerGuys show on National Public Radio's syndicated program "Public Interest"). He is a member of the Maryland Bar, The Internet Society, the Association for Computing Machinery, the American Bar Association, and the Federal Communications Bar Association.

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***1. What types of companies are engaged in online profiling or in the development of online profiling technologies? What are the relevant business models?***

There are two models for those presently engaged in online profiling. The first and most prevalent model is that of companies operating from a marketer/advertiser-centered perspective. They have largely modified traditional direct marketing and customer profiling strategies, at use for years in the offline world, and applied them to e-commerce transactions. Taking advantage of current Internet technologies to speed data collection and processing, these firms are building extensive, detailed profiles about consumers' preferences, interests, and purchasing habits. This model presumes that any information collected about an individual becomes the property of the collector.

Often these profiles are sold or traded to other marketing firms or to large aggregation services that combine these profiles with information gathered elsewhere. These collection and aggregation processes allow a handful of companies to create highly detailed databases about consumers, sometimes including extremely personal, individually identifiable information. Those profiles are largely built without consumers' explicit knowledge or consent and are regularly traded or sold to the highest bidder. Consumers are seldom notified that they are being tracked, given any information about these data collection processes, or given any level of control over any aspect of the profiles being built about them.

Emerging as an alternative is a new, consumer oriented model: the Infomediary. An Infomediary works as a personal agent on behalf of consumers to help them take control over the "profiling" process. Infomediarities operate on the assumption that personal information is the property of the individual described, not the property of the one who gathers it. The Infomediary business model recognizes the valuable nature of this personal data and the Infomediary acts as a trusted agent, providing the opportunity and means for clients to monetize and profit from their own profiles. The first benefit provided by an Infomediary is the ability to control and benefit from the use of a consumer's personal information. However, AllAdvantage.com goes further by obtaining value for its members without compromising their privacy.

AllAdvantage.com is the first Internet Infomediary to achieve popular success in the form of a large member base and strong advertiser interest. From the firm's launch in March 1999, AllAdvantage.com registered 250,000 members in our first 10 days of operation and currently has over 2 million members. Through our Viewbar™ technology, we currently serve over 40 million banner-ad impressions each day while paying our members \$0.50 per hour (currently capped at 25 hours per month) for the time they spend online. AllAdvantage.com was ranked as the 20<sup>th</sup> most visited web property for the month of September 1999 according to PC Data, Inc.

As an Infomediary, AllAdvantage.com works as a personal agent on behalf of members to realize monetary value from the personal profiles that our members permit us to build about them. Utilizing our Viewbar™ technology, we are able to collect data regarding individuals' online viewing and purchasing habits. By collecting these profiles and by aggregating it with those of other individuals, we are able to accurately target relevant information directly to individuals and to present that information in real-time directly to their Viewbars™. Using the

information gathered from our members, we are able to negotiate with marketers and vendors to the benefit of our members. Our slogan, “The Rules Have Changed... Get Paid to Surf the Web!” encapsulates the results of our business model: consumers are placed in a position of increased power and control over the collection and use of their personal information. Moreover, they have an agent working on their behalf to control how their information is used and to realize a share of the value advertisers place on that information.

Privacy has also been institutionalized within the business structure and processes of AllAdvantage.com through the appointment of the e-commerce industry’s first Chief Privacy Officer (CPO). The CPO is responsible for promoting member privacy in all aspects of AllAdvantage.com’s business operations and planning. By establishing an executive position responsible for overseeing the company’s privacy safeguarding practices, AllAdvantage.com is able to ensure that our commitment to member privacy is constantly reinforced throughout all aspects of our business and that member expectations regarding their privacy are met.

***6. Are there technologies in development that will enable the creation of consumer profiles that identify individual consumers? If so, please describe.***

AllAdvantage.com delivers a new generation of highly targeted and personalized communication services directly to its members' screens via AllAdvantage.com's proprietary Viewbar™ technology. The Viewbar™ is a thin, browser-enabled client software application that contains transactional and multimedia capabilities, with direct links to the AllAdvantage.com web site and the web sites of advertising customers. It is visible to users as a window on their screen (60 pixels tall) while they are active on the Internet. The Viewbar™ also displays individually tailored advertisements based upon detailed individual member profiles and the user's current activity on the Internet. It contains features personalized for each particular member that is always present on their screen as the member surfs the Web.

AllAdvantage.com's ability to constantly communicate with its membership is augmented by the collection of data enabled by the presence of the Viewbar™ on members' screens. This data flow allows us to offer a highly-personalized experience to each user of the Viewbar™. With the information being collected, AllAdvantage.com is able to connect advertisers and consumers in direct, one-to-one, real-time communications available on every site on the Web.

While members are using the Viewbar™, they are compensated with cash and other rewards. However, users may close the Viewbar™ at any time with a simple click, thereby halting the profiling until they reactivate the Viewbar™. By allowing members to deactivate the Viewbar™ at will, members can exercise substantial control over the profiling process.

***13. Do online profiling companies disclose the ultimate uses of the information they collect? If so, what is the nature of such disclosures? Where possible, please provide examples of such disclosures.***

***14. Do online profiling companies provide effective mechanisms for a consumer to remove his or her information from their databases or otherwise control the use of such information?***

***15. Do online profiling companies provide consumers an opportunity to choose whether and how their information will be collected and used? If so, please describe the choices that consumers are given and how consumers can exercise these choices.***

***18. Do online profiling companies provide consumers the opportunity to see what information has been collected from or about them and the ability to correct errors? If so, please describe.***

AllAdvantage.com builds highly detailed activity-based profiles of its members through a mutual agreement between the two parties. Unlike traditional Web sites that extract data from visitors by unauthorized cookies and other mechanisms, AllAdvantage.com legitimately obtains information from its members in a relationship built around disclosure, consent, and member control. In return, AllAdvantage.com shares with its members a substantial portion of the value it is able to obtain for that information. In fact, the entire AllAdvantage.com business model encompasses each of the issues raised in Questions 13, 14, 15, and 18. Our relationship with our members is built upon four pillars: explicit notice, concurrent consent, compensation, and member privacy.

- First, we explicitly disclose to members that we are collecting information about them to build their unique profile. (Attached are copies of our Privacy Policy and our Membership Agreement.)
- Second, members continually give consent: initially by joining the service, and subsequently by activating the Viewbar™ while they browse the Internet. At any point, individuals may turn off the Viewbar™ and cease the collection of profiling data. Additionally, members may terminate their relationship with AllAdvantage.com altogether, at which point their personally identifiable information is deleted from our database (except for that needed for tax records or other legal obligations). At all times, members have informed control over both their relationship with us and control over our data collection activities.
- Third, we compensate members for the value we are able to realize from advertisers interested in delivering targeted information to members. Compensation comes in the form of \$0.50 per hour spent “surfing the Web” (capped at 25 hours per month), in addition to special offers that we negotiate from vendors and retailers. We also compensate members for referring their friends and family, giving them \$0.10 per hour for time their referrals spend online. (Our average member payment for September was \$28.05.)

- Fourth, we pledge to our members that we will protect their privacy in a robust manner. We deliver on that pledge by assuring that the personal profiles we build about them are never sold, traded, or given away to third parties throughout our relationship with the member. Furthermore, all personally identifiable information is destroyed at the conclusion of our relationship with them. While portions of our service are still under development, we anticipate being able to offer enhanced information practices such as allowing members the ability to view, correct, and delete information contained in their personal profile.

We are able to utilize member profiles without disclosing them to advertisers because the advertiser specifies the demographic profile they wish to reach and gives us the message they wish delivered to that audience. We then deliver it directly to the Viewbars™ of the appropriate members without ever revealing the identities of those members to the advertiser. Unless a member clicks on the ad and enters into a transaction with the advertiser, the advertiser gets no identifiable information about our member.

Thus, protecting the privacy of our members is not merely a feature of our business model, or a by-product, it is at the core of all we do. Our business model is built on the quality of the information and maintaining the privacy of the information. Unless consumers trust that their information is going to be kept private, they will not share accurate information or may give misleading data. And without accurate, detailed member profiles to be used in targeting, we cannot attract the interest of advertisers. Moreover, with the investment in building an exclusive relationship with our members, we have a strong economic incentive to prevent any disclosure to our advertising clients. As with any agency relationship, our success depends upon maintaining the trust of our principal, working in their interest, and delivering quality services and maximum value.

As the Infomediary industry grows, it is becoming increasingly clear that those engaged in online profiling using non-transparent techniques will be marginalized if they do not recognize or respect consumer privacy. Consumers are realizing that the profiles being surreptitiously gathered about them are tremendously valuable, and it is only a matter of time before consumers demand value in exchange for the use of these assets. In the new era of the Infomediary, advertisers and marketers who do not respect consumer privacy and who do not give consumers value for the use of their personal information will find that the rules have indeed changed and they will be forced to do business on consumers' terms or close their doors.

***21. Are there any efforts currently underway or planned to educate consumers and businesses about online profiling? If so, please describe.***

For the vast majority of Internet users, profiling doesn't even appear on their radar. But when you describe it to them, show them what is happening every time they surf, the concept of online profiling begins to resemble everything they fear about technology and the Internet. Even our business model causes many people to pause and question why anyone would pay them to surf the web. It naturally raises awareness of privacy as an issue.

We answer those questions in a clear and explicit way with a business proposition: let us do openly what others are doing surreptitiously. In return, we tell members that will keep the information to ourselves and give them value for this asset they are entrusting to us.

To heighten awareness of profiling, we are developing the AllAdvantage.com Privacy Center as a one-stop reference for information relating to consumer information privacy. Built with cooperation from consumer activists in the privacy arena, the Privacy Center will educate, inform, and provide resources to teach consumers about online profiling, data mining practices, and raise awareness of issues that concern every consumer.

The AllAdvantage.com Privacy Center is designed to educate members about privacy issues, keep them informed of news and events impacting personal privacy, provide a venue for interacting with experts on privacy issues and discuss privacy with other members. Meanwhile, it will also function as a resource center for everyone on the Web whether they are members of AllAdvantage.com or not. This site will also serve as a clearinghouse for information about the Infomediary industry and provide a variety of resources for those interested in learning more about privacy-related practices on the Internet and privacy issues that affect society at large, such as telemarketing and unsolicited commercial email. We anticipate launching the AllAdvantage.com Privacy Center before the end of 1999.

In addition to educating consumers, AllAdvantage.com is working to educate businesses engaged in e-commerce about consumer-friendly privacy practices. Because AllAdvantage.com maintains among the highest consumer privacy standards in the United States and has built our system to comply with EU standards, we are in a position to show businesses that we have achieved success because of strong privacy practices, not in spite of them.

We feel that the current self-regulatory framework has allowed us to establish ourselves as an alternative to current business models and has given us an opportunity to establish a thriving working model of an Infomediary. We hope that other companies will follow the path we are showing and understand that it is possible to build a successful business around strong, consumer-friendly privacy practices. By showing them an alternative, we believe that we can encourage the industry to willingly and enthusiastically embrace more vigorous privacy safeguarding practices than any legislative or regulatory framework could require by force of law.

## Attachment 1

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### **Privacy Policy for AllAdvantage.com** **Updated August 26, 1999**

The purpose of AllAdvantage.com is to take advantage of Internet technology to enable businesses to interact with consumers in highly personalized ways without forfeiting the privacy of the consumer. As such, privacy is at the core of AllAdvantage.com.

The statement below outlines our privacy program. It is a work in progress. From time to time, as we expand our services, we will update our privacy policy but the underlying goal of protecting our members' privacy will remain. We also welcome your continuous input into these guidelines. Give us your feedback at [privacy@alladvantage.com](mailto:privacy@alladvantage.com).

#### **About Us**

All information collected as a result of your membership in AllAdvantage.com will be controlled by AllAdvantage.com, a California corporation. AllAdvantage.com may transfer or share your information within the AllAdvantage.com group of international subsidiaries ("Alladvantage.com Group") as part of a transfer of your membership agreement. It will only do this to improve the administration of the services. At all times the companies that make up the AllAdvantage.com Group ("We") will follow this privacy policy.

We do not give, sell, rent, share, or trade any identifiable personal information regarding our members to any third party, with the exception of third-party contractors and service providers who work with AllAdvantage.com to provide the Viewbar and other services, and who are strictly prohibited from later use of the information that they may have access to. We will disclose personal information to local, state, or federal law enforcement officials when we believe in good faith that the law requires it.

#### **Information We Collect**

In our online registration form, we require you to provide us with your full name, full street address, email address and a password. In addition, we require your city of birth, birth date, and a password question with its corresponding answer, so that we may identify you if you ever lose your password. We will process this information to administer your membership, determine your eligibility for certain services such as the Viewbar, provide services to you, and enable you to take advantage of other member benefits.

While you are using the Viewbar, we automatically track certain information about your surfing behavior. This information includes the URL of the page you are visiting, what browser you are using, and your IP address. **YOU CAN CLOSE THE VIEWBAR WINDOW AT ANY TIME TO STOP THIS TYPE OF INFORMATION GATHERING.** We will process this information to build a profile of your interests and activities so that we can send you advertisements, offers and other benefits that are most likely to be of interest to you. As we aggregate this type of information about all of our members, we offer summaries to our advertisers and other interested parties so that they can learn what products and services are most popular to consumers, but we do not disclose our members' names, addresses, email addresses, or other personally identifiable information to these third parties.

Once you accrue \$250 in your account for the Viewbar™ Service, we will contact you to request additional information including, for example, the Social Security number of our U.S. Members. We will only use this additional information for legitimate purposes related to complying with applicable tax laws.

### **Shopping and Promotions**

We may ask you for personal information at other times, including, but not limited to, when you enter a sweepstakes, contest or promotion sponsored by AllAdvantage.com and/or when you report a problem with any of our services. Personal information gathered in this way will be used solely for the transaction itself unless otherwise specifically explained at the time the information is collected. AllAdvantage.com may retain and reference aggregate information about member preferences gathered in these ways.

### **Cookies**

The process we use to serve advertisements to the Viewbar involves use of a "cookie." A cookie is a piece of text that can be entered into the memory of your computer. It helps AllAdvantage.com and our advertising service track the frequency and placement of advertisements. Many Internet services deliver cookies to visitors of their Web sites. Cookies store information about your use of their service on your computer where it can only be retrieved by the same service at a later time. Cookies are used by Internet services to make their services much more convenient and personalized.

Our Viewbar uses cookies to make sure you don't see the same ad repeatedly. We also use cookies to deliver content specific to your interests, and to save your password so you don't have to re-enter it each time you connect to the Internet.

Most cookies are "session cookies," meaning that they are automatically deleted at the end of a session. You are always free to decline our cookies, if your browser permits, or to ask your browser to indicate when a cookie is being sent. You can also delete cookie files from your computer at your discretion. Note that if you decline our cookies or ask for notification each time a cookie is being sent, your Viewbar may not function properly and we may have difficulty rendering service to you.

If you would like more information about cookies, you may wish to do a search on Yahoo or visit <http://www.cookiecentral.com>.

### **Our Use of Your Information**

We use your email address to verify your identity and protect against fraud and to contact you when you are eligible to download the Viewbar. In addition, we use it to send you updates about your account, new products and services, and company updates. If you participate in the Viewbar™ Service, we'll use the address information to mail your check to you and to verify your location for tax purposes. We use URL information we collect to help direct advertising to you that is more likely to be of interest to you. We use your IP address to help diagnose problems with our server and to administer our Web site. Your IP address is also used to gather broad demographic information.

AllAdvantage has centralized its records in the United States but may perform some of its data processing outside of the United States. To do this, AllAdvantage may transfer your personal data internationally to other countries. Some of the countries may have laws that protect personal data, some may not. AllAdvantage will protect your information no matter

where we process or store your data by following this privacy statement. By becoming a Member you give your consent to this transfer of your personal data.

### **Our Disclosure of Your Information**

AllAdvantage.com may share non-personal aggregate, or summary, information regarding its customers with partners or other third parties. Further, we can - and you authorize us to - disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate.

### **Ad-Serving Company**

We use an outside company to display ads on the Viewbar. These ads may place cookies on your computer. While we use cookies in other parts of our Web site, cookies received with banner ads are monitored by our ad-serving company, and we do not have access to this information. However, we have contractual arrangements that restrict our partners, including the ad-serving company, from using these cookies for anything other than fulfilling their service to AllAdvantage.com.

### **External Links**

The Viewbar™ contains links to Web sites. AllAdvantage.com is not responsible for the privacy practices or the content of such Web sites.

### **Security**

This site has security measures in place to protect the loss, misuse, and alteration of the information under our control. We use industry standard procedures and processes to safeguard the confidentiality of your identifiable personal information, such as firewalls, encryption, token authentication, application proxies, monitoring technology, and adaptive analysis of network traffic to track abuse of our network and its data. Unfortunately, when you submit information about yourself to AllAdvantage.com over the Internet the information may travel over many systems that are not under the control of AllAdvantage.com. The Internet is not 100% secure and others may intercept the information that you are sending. One easy and important way to protect your personal information is to guard your account password and close your browser and Viewbar windows when you step away from your computer.

### **Consent to Process Your Personal Data**

AllAdvantage.com members constantly have the option to enter and exit the AllAdvantage.com service at any time and for any length of time. Members who participate in the Viewbar™ Service have the opportunity to opt-in to receive promotional/marketing information via the Viewbar from our partners at any time, simply by opening the Viewbar. By opening the Viewbar, You consent to having the Viewbar record data which will be used by AllAdvantage.com in accordance with this policy. To opt-out, You may simply close the Viewbar. Members are always free to close their account by sending an email to [support@alladvantage.com](mailto:support@alladvantage.com). Furthermore, all members are provided opportunities to opt-in to marketing and promotional programs provided by our advertisers through our Web site.

### **A Special Note About Children**

AllAdvantage.com wants to help parents protect the privacy of children and has taken steps to obtain parental permission before children may begin the Viewbar™ Service. AllAdvantage.com does not consider our Web Site or the Viewbar™ Service to be directed at children but some children have signed up as Members. We ask that children under 13 obtain parental permission before joining AllAdvantage.com. To remove your child from AllAdvantage.com membership or the Viewbar™ Service, please contact us at [support@alladvantage.com](mailto:support@alladvantage.com).

### **Changes to the Policy**

By registering as a member at AllAdvantage.com, you agree to accept this privacy policy and are aware that our policy may change from time to time. This policy will be available on this page for members to read. Members will be notified on our home page of any change to our privacy policy.

### **Contacting the Web Site**

If you have any questions about this privacy policy, the practices of this site, or your dealings with this Web site, you can contact [privacy@alladvantage.com](mailto:privacy@alladvantage.com).

# # #

Attachment 2

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**General Membership Agreement**  
**(Main Terms of Use for AllAdvantage.com Sign-up- Revised 08.26.1999)**  
**IMPORTANT Terms, Conditions and Privacy Policy**  
**of AllAdvantage.com General Membership**

If you are under 13 years of age you need to obtain parental permission before submitting information to AllAdvantage.com. See our Privacy Policy at <http://www.alladvantage.com/privacy.asp>

**PLEASE READ THE ENTIRE AGREEMENT SET OUT IN THE PAGES BELOW AND OUR PRIVACY POLICY BEFORE PROCEEDING.**

**OUR GOAL:** *We are working with our various sponsors to provide valuable discounts and promotions to all of our members. In addition, we have started the roll-out of our exciting Viewbar™ Service in the United States, the United Kingdom and Canada (except Quebec) and hope to offer the Viewbar Service to AllAdvantage.com members around the world. In general, the roll-out of the Viewbar is happening on a country-by-country basis and, within each country, those who signed up to become AllAdvantage.com members earlier will be the first to get the opportunity receive the Viewbar. This Agreement lays out the terms for your general membership in AllAdvantage.com. Please read it carefully before you agree to become a member. Please note that becoming a general member does not mean that you will automatically meet the criteria for joining the Viewbar Service. If you are notified that you may join the Viewbar Service, you will need to review and agree to the terms of a separate "Viewbar Agreement" before doing so.*

IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS MEMBERSHIP AGREEMENT AND OUR PRIVACY POLICY, ALLADVANTAGE.COM IS UNWILLING TO LET YOU BECOME A MEMBER OF ALLADVANTAGE.COM.

**This General Membership Agreement ("Membership Agreement") between you ("You" or "Member") and AllAdvantage.com sets out the terms of your membership in AllAdvantage.com. If you receive notice that you may download the Viewbar Software, you will need to review and agree to the terms of a separate "Viewbar Agreement" before you can receive the software and begin the Viewbar Service. The Viewbar Agreement will then supersede this Membership Agreement.**

AllAdvantage.com, a California corporation, and its international affiliates ("**AllAdvantage**" or "**we**") may revise these terms from time to time, at our sole discretion, by updating this posting. Unless otherwise provided below, the revised terms will take effect when they are posted. Your continued use of the benefits of Membership will signify your acceptance to the modified terms. Please review the terms on the website frequently to look for changes.

**A. Basic Requirements for Membership.** To maintain a Membership in AllAdvantage, You must meet the following requirements and AllAdvantage reserves the right to terminate the Membership of anyone who fails to meet these requirements on an ongoing basis:

- If You are under 18 years of age, You must have the permission of Your parent or legal guardian before You can participate in the Viewbar Service;

- One Account per Member. You may only sign up once and maintain one Membership.
- Provide Accurate Information. You must provide AllAdvantage with valid contact and residence information and may not impersonate or misrepresent Your identity. AllAdvantage reserves the right to terminate any account, and associated membership, containing untruthful information;
- Accounts are Not Transferable. Your password and account are personal to You and are not transferable; You may not allow anyone else to use Your password or account; You may not use anyone else's password or account or act to accrue earnings for anyone else's account; You are responsible for keeping Your password secret; AllAdvantage.com is not liable for any loss or damage caused by any disclosure of your password or account; "You may only create an account for yourself and may not establish account on behalf of anyone else."
- Comply with Laws. You agree to comply with all local, state, province, country or regional legal restrictions that may be applicable to your membership in AllAdvantage.com;
- Cancel at Any Time. You may cancel Your Membership at anytime by notifying AllAdvantage at [vbsupport@alladvantage.com](mailto:vbsupport@alladvantage.com) or using the "Cancel my Membership" form <http://www.alladvantage.com/quit.asp> on the AllAdvantage.com website. If you decide to cancel Your membership and later wish to re-enroll, You will be assigned a new account number, You may have to wait for activation of the Viewbar Service all over again along with other new members, and You will not receive credit for referrals made using Your previous account;
- Termination of Accounts. To the full extent allowed by applicable law, AllAdvantage at its sole discretion and for any or no reason may refuse to accept applications for membership and may terminate any Members without prior notice for (a) any violation of any provision of this Membership Agreement; (b) aiding in or promoting circumvention of the Viewbar Service; (c) acting against the business interests or reputation of AllAdvantage; (d) otherwise acting unlawfully in relationship to AllAdvantage.com, the AllAdvantage.com website or the Viewbar Service; (e) breach of our spamming policy or (f) any other reason at the discretion of AllAdvantage.com; and
- If your account is terminated by AllAdvantage, You may not re-enroll or join under a new account unless formally invited to do so by AllAdvantage.
- Lapsing of Account. If you do not surf with the Viewbar™ active for more than one hour within any 1-year period, your membership will automatically lapse without notice and any accrued credits in your account below the equivalent of U.S. \$20 will be deemed "unearned" and will be forfeited.

**B. Your Relationship to AllAdvantage.** By filling out the "Join Now" form You are applying to receive a service. Your relationship to AllAdvantage is one of an independent contractor and/or customer. No employee-employer relationship is created by Your use of the Service. You have no obligation to refer anyone to the AllAdvantage program. ALLADVANTAGE HAS NO OBLIGATION TO OFFER THE VIEWBAR SERVICE OR OTHER PROMOTIONS TO YOU.

**C. The Referral Program.** As a Member of AllAdvantage, You may refer other people to

the AllAdvantage membership program ("Your Referrals"). If You and Your Referrals become participants in the Viewbar Service (subject to the discretion of AllAdvantage and subject to the terms and conditions of the Viewbar Agreement), You will be able to receive credits for the activities of Your Referrals and some activities of members referred by Your Referrals according to the terms of the Viewbar Agreement. AllAdvantage has no obligation to give You credits for the activities of Your Referrals prior to the time that You qualify and elect to join the Viewbar Service and begin actively using the Viewbar Software.

- Members may not use Spam to Obtain Referrals. You may not use unsolicited email, usenet, or message board postings ("spam") to gather referrals. (Usenet and message board spam are messages sent or posted which are unrelated to the topic of discussion of the particular news group or message board.) The use of spam to promote the AllAdvantage service has strict negative consequences. Not only may AllAdvantage terminate the Membership of any Member who in AllAdvantage's reasonable opinion has used unsolicited email to gain referrals (a "Spammer"); AllAdvantage will also sever the branch of the "referral tree" made up of direct and extended referrals obtained by the Spammer. The branch accounts (those under the Spammer) will not be terminated, but no one above the Spammer on the referral tree will benefit (e.g. receive Viewbar credits) from them. In addition, You may be subject to state and federal penalties and other legal consequences under applicable law if You send unsolicited email. Our Anti-Spam Policy (<http://www.alladvantage.com/antispam.asp>) provides more details and is incorporated into this Agreement.
- Marketing Claims. You agree not to make any misrepresentations to any of Your Referrals or potential Referrals with respect to compensation typically received by AllAdvantage.com members or with respect to compensation that potential members are likely to receive, and to fully comply with all applicable laws related to multi-level marketing programs.
- WebMaster Program. AllAdvantage grants You a limited license to use the AllAdvantage trademarks and tradename as described on the Webmaster Program page <http://www.alladvantage.com/webmaster.asp> solely for the purpose of seeking legitimate referrals to the AllAdvantage.com Service. This license is subject to the terms and conditions of our Trademark Usage Policy and License, set out on the Webmaster Program page, which may be varied by AllAdvantage.com from time to time. All use of the AllAdvantage.com trademarks and tradenames shall be for the sole benefit of AllAdvantage.com and You hereby agree to assign and do all things necessary to ensure that AllAdvantage.com receives the benefit of such use or required by AllAdvantage.com to protect its trademarks. AllAdvantage also reserves the right to revoke this license on a selective basis. Improper use of the trademarks and/or tradename of AllAdvantage.com is strictly prohibited and AllAdvantage may terminate the account or cancel the membership of anyone who violates this policy.
- No benefits are available to members for referrals of advertisers to AllAdvantage.com.
- For more information about how the Referral Program works in conjunction with the Viewbar Service, see <http://www.alladvantage.com/tell.asp#3>.

**D. Your Relationship with Advertisers.** Your relationship with merchants or advertisers found on the Site, including payment for and delivery of related goods or services, entry

into and operation of promotions, discounts or contests, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such merchant or advertiser. You agree not to hold AllAdvantage liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the content provided by such merchants or advertisers through the Service. By becoming a members of AllAdvantage and taking advantage of discounts and promotions directed to AllAdvantage members by our advertisers, You are authorizing the advertiser to share information with AllAdvantage about the promotion, products or services that You obtained from them. AllAdvantage will use this information to help improve the promotions and discounts offered to AllAdvantage members.

**E. Privacy Policy.** AllAdvantage respects Your privacy. AllAdvantage does not sell or rent any identifiable personal information regarding its customers to any third party, so you won't receive unauthorized email or postal mail as a result of giving information to AllAdvantage. In order to provide our services, AllAdvantage works with third-party contractors and service providers. The agreements we have with these third parties strictly limit the third parties' access to and use of any information in our member database. So, be assured that AllAdvantage is committed to using both technology and contractual agreements to protect any information that You give to us.

- The terms of our Privacy Policy (<http://www.alladvantage.com/privacy.asp>) are incorporated herein. By becoming a Member, You agree to allow AllAdvantage to use your information as described in our Privacy Policy.
- Email Updates and Newsletters. As a Member of AllAdvantage.com, You consent to receiving email notices and newsletters from us with information about our services. To stop receiving these notices, You may cancel your Membership with AllAdvantage.com. If you sign up for additional programs and services through AllAdvantage.com, You are consenting to receive notices, periodic newsletters, or other communications via email related to those programs or services. You may request to stop receiving these messages at any time by following the instructions at the bottom of each message.
- A Special Note About Children. AllAdvantage wants to help parents defend the privacy of children and has taken steps to require and obtain parental permission before children may begin the Viewbar Service. To remove Your child from AllAdvantage membership or the Viewbar Service, please contact [vbsupport@alladvantage.com](mailto:vbsupport@alladvantage.com). AllAdvantage.com has no liability for any decision to terminate a member as a result of AllAdvantage.com's belief that the member is under age.

**F. Disclaimer of Warranties.** YOU EXPRESSLY AGREE THAT USE OF THE ALLADVANTAGE.COM WEBSITE ("THE SERVICE") IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALLADVANTAGE EXPRESSLY DISCLAIMS ALL CONDITIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW, CUSTOM OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALLADVANTAGE MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

**G. Limitation of Liability.** TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER ALLADVANTAGE NOR ANY OF ITS PARENTS, MEMBERS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS MEMBERSHIP AGREEMENT, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If you are dissatisfied with the AllAdvantage.com Service or promotions available through the Service, Your sole and exclusive remedy is to cancel your membership in AllAdvantage.com.

**H. Governing Law and Other Terms.** Any action related to this Membership Agreement will be governed by the law of the state of California, U.S.A. , excluding (1) principles of conflicts of laws, and (2) the United Nations Convention on Contracts for the International Sale of Goods, if applicable. Any action relating to this Membership Agreement shall be brought in the state or federal courts located in the Northern District of California, and You hereby submit to the exclusive jurisdiction and venue thereof. You agree to comply with the laws of California and the United States that apply to the use of this Service. If the law of Your country, state, or province of residence prohibit or limit Your participation in this Service, then You are responsible for complying with such laws and you agree to indemnify AllAdvantage.com against any breach.

If any part of this Membership Agreement is held to be unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remainder will remain in full force and effect. This Membership Agreement is personal to You and You may not transfer, delegate, or assign this Membership Agreement, your referral network, your AllAdvantage account or other benefits you receive as an AllAdvantage Member to anyone. Any attempt by You to assign or delegate this Membership Agreement shall be null and void. AllAdvantage.com may assign this Agreement at its sole discretion. This Membership Agreement constitutes the entire agreement between You and AllAdvantage in connection with general membership in AllAdvantage and supersedes all prior agreements between the parties regarding the subject matter contained herein. If You are eligible for and choose to participate in the Viewbar Service, Your participation in that service shall be governed by a separate agreement.

**I. Contacting Us.** If You have questions about this Membership Agreement, please contact [vbsupport@AllAdvantage.com](mailto:vbsupport@AllAdvantage.com).

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