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December 15, 1999

Donald S. Clark, Secretary
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580

Re: Request for "Safe Harbor" Seal Program Status under COPPA.

Dear Secretary Clark:

Please find enclosed an application by PrivacyBot.com for approval of our guidelines as a "safe harbor" privacy seal program within the meaning of final Rule 312.10 implementing the Children's Online Privacy Protection Act (15 U.S.C. 6501 et seq.).

PrivacyBot.com is a project of Invisible Hand Software, LLC, site operator. It is located on the web at www.privacybot.com and has a principal place of business at the above street address.

We invite members of the Commission staff to visit our web site in the course of evaluating our application.

Thank you for your time and consideration in this matter.

Sincerely,

John A. Newman, Esq./Founder
legal@aol.com

To: Donald Clark, Secretary

From: PrivacyBot.com

Date: December 15, 1999

Re: Request for Approval of Self-Regulatory Guidelines for Privacy Seal Program

This request is submitted under Rule 312.10 implementing the Children's Online Privacy Protection Act (15 USC 6501). We request approval of PrivacyBot as a self-regulatory "safe harbor" seal program. PrivacyBot is located on the web at **www.privacybot.com** with principal place of business in Annandale, Virginia. We submit the following under Rule 312.10(c):

Full Text of the guidelines for which approval is sought and accompanying commentary:

Tab 1. "About PrivacyBot" (introductory commentary)
Tab 2. **"Eligibility Standards"** for membership in the privacy seal program
Tab 3. "Mediation Service" (commentary)
Tab 4. **"Mediation Rules"** for consumer redress & mandatory reporting subsystem
Tab 5. **"Terms of Service"** for PrivacyBot's basic relationship with all users
Tab 6. Privacy Policy generated by PrivacyBot, with children's provisions (sample)
Tab 7. Steps 1-4 of the PrivacyBot Policy Drafting System (screen shots)
Tab 8. Online Complaint Form (initiates the dispute mediation process)
Tab 9. Notice of Mediation and Complaint (sample "pleadings")
Tab 10. Site Registry Statement (sample)
Tab 11. Pricing Information

Tab 12: Comparison of each provision of Section 312.3 through 312.8 to our Guidelines:

312.3: Unfair or deceptive acts or practices
312.4: Notice to parents
312.5: Parental consent
312.6: Right of parent to review personal information provided by a child
312.7: Prohibition against conditioning a child's participation on collection of personal information
312.8: Confidentiality, security and integrity

Tab 13: Statements explaining:

1. How the guidelines and assessment mechanisms comply with the Rule
2. How the assessment mechanisms/compliance incentives effectively enforce the Rule

about us
join privacybot
pricing information
send revised policy
eligibility standards
terms of service
privacy links
privacy complaints

ACCOUNT MANAGER

Our Privacy Policy

Our Proprietary Rights

Email us at:

About PrivacyBot

- What is PrivacyBot?
- What are the Benefits of Using PrivacyBot?
- What is the PrivacyBot Trustmark Registry?
- Are There Any Conditions for Joining the PrivacyBot Registry?
- How Does PrivacyBot Influence a Site's Actual Practices?
- How Do I Join PrivacyBot and Get the Trustmark?
- Am I Required to Join the Trustmark Registry?
- What if I Revise My Policy or Change My Privacy Practices?
- What is the PrivacyBot Complaint Mediation Service?
- How do I File a Privacy Complaint Against a Trustmark Site?
- How Do I Manage and/or Terminate Complaints?
- How Do I Terminate or Cancel My PrivacyBot Registration?
- What is the P3P Spec and How Does PrivacyBot Comply?

What is PrivacyBot?

PrivacyBot is an independent privacy seal program for web sites. Our patent-pending system takes the "busy work" out of running a privacy seal program. We pass those savings on to you. Being a good privacy citizen is now quick, easy and affordable.

You can get started today with a Privacy Policy and register to display our Trustmark seal. Here are the main features:

- **PrivacyBot Drafting System**: In about ten minutes, you can create a near-custom Privacy Policy for your web site that helps you comply with privacy laws and principles. The Privacy Policy tells visitors what personal information you collect, why you collect it, your disclosure practices and other important matters. The Policy is accompanied by a **"Privacy Summary"** table giving visitors a quick look at your privacy practices. You also get a free **machine-readable version** of your Policy in XML format based on the upcoming P3P privacy specification (this will allow next-generation browsers to read your Policy automatically).
- **PrivacyBot Trustmark:** When you create a Privacy Policy, your site is automatically pre-registered to display the PrivacyBot Trustmark (it will be delivered to you by email along with simple instructions). For only $30, you get the Privacy Policy, the Trustmark and one year membership in

the PrivacyBot Registry.

- **PrivacyBot Mediation Service**: U.S. privacy laws require privacy seal programs to offer a system of consumer redress and reporting. We devised an online mediation service to help web sites quickly resolve privacy complaints without getting lawyers into the act. For a nominal fee, consumers can file an online complaint form with PrivacyBot. We structure the grievance into a Notice of Mediation and Complaint. We then orchestrate an online mediation process to help the parties resolve it within fixed deadlines. Mediation is voluntary and nonbinding. Unfavorable outcomes are noted in summary form on the site's Registry Statement (details are not revealed).

What are the Benefits of Using PrivacyBot?

- Let visitors know you respect their privacy rights
- Reassure visitors with an independent branded Trustmark
- Address Internet privacy laws and codes of conduct
- Resolve consumer privacy complaints quickly and amicably without legal action
- Help your site reach its full economic potential
- Save time, money and the hassle of joining an "offline" privacy seal program

Attention Children's Sites: If you operate a commercial site with features directed to children under 13 or if you knowingly collect personal information from such children, you will need to meet certain minimum privacy standards. PrivacyBot generates Privacy Policies that contain child-oriented provisions and supplies a Kit to help you administer these requirements. Be sure your actual practices are in line with our Eligibility Standards before posting the Policy or our Trustmark. Child-oriented sites should review the children's provisions in the Privacy Policy and our Eligibility Standards to make sure they understand the requirements.

What is the PrivacyBot Trustmark Registry?

PrivacyBot maintains a registry of sites authorized to display the Trustmark (sites are automatically pre-registered for one year when they create a Privacy Policy). The web site displays the Trustmark on its main page. When visitors click the Trustmark, the PrivacyBot server displays a Registry Statement showing:

- The web site is registered and has agreed to meet our Eligibility Standards;
- The site's public record of handling any consumer privacy complaints.

Are There any Conditions for Joining the PrivacyBot Registry?

Web sites joining the PrivacyBot Registry agree to our Eligibility Standards and our Terms of Service. Sites must post a Privacy Policy meeting our standards and must adjust their practices as needed to comply with the Policy before posting the Policy or the PrivacyBot Trustmark. Sites should be willing to make a good faith voluntary effort to resolve user privacy complaints according our the Mediation Rules. It must also be willing to have its actual privacy practices assessed through our automated and manual mechanisms.

How Does PrivacyBot Influence a Site's Actual Practices?

First, we provide the tools and information needed for web sites to be good privacy citizens. We make it easy to create Privacy Policies addressing fair information practices. Sites that can see their responsibilities articulated in a written Policy can more readily adjust their practices as needed to comply with that Policy. Sites joining PrivacyBot agree to comply with their own Policy before posting the Policy or our Trustmark and during their period of membership

We provide consumers an online system of consumer redress Consumers may file an online complaint in the PrivacyBot Mediation Service. PrivacyBot structures the grievance into a proper complaint and forwards the papers directly to the Site's official contact. It then orchestrates a mediation process using program incentives to usher the parties toward a private resolution within fixed deadlines.

We reinforce that system with online real-time mandatory reporting of a site's privacy history with us. The initial filing of a complaint is noted on the Site's public registry statement. Unfavorable mediation outcomes are also noted in due course. Any user clicking the Site's Trustmark can see an up-to-date privacy history for that Site Compliance reports also provide an early warning radar system to help identify problem Sites.

Sites showing a pattern or practice of unresolved disputes are identified for closer scrutiny on an as-needed, targeted basis. We may require additional assurances from a problem Site. For example, we may require it to execute an Affidavit of Compliance or undergo a manual audit as a condition of membership. In addition to targeted assessments, we may conduct random "data seeding" exercises to assess compliance among a broader sample. Noncompliant Sites may be suspended from our system. Some sites may be referred to the FTC for further inquiry.

How Do I Join PrivacyBot and Get the Trustmark?

To join PrivacyBot, simply click "Join PrivacyBot" and follow our simple five step process for creating a Privacy Policy.

When you create a Policy, your site is automatically pre-registered to display the Trustmark. A Welcome Kit containing the Privacy Policy, your Trustmark and simple installation instructions will be emailed to you. The $30 price includes the Privacy Policy and one year membership in the Trustmark Registry. Your PrivacyBot account will already be set up for you (*at main menu, access*-- Account Manager-- to manage your relationship with PrivacyBot).

If the Site's actual practices are in compliance with its own Privacy Policy, it may immediately display the Trustmark (if additional adjustments to its practices are required, these changes should be implemented before the Trustmark and Policy are posted).

Am I Required to Join the Trustmark Registry?

No. The PrivacyBot Trustmark Registry is voluntary. You are not required to display the Trustmark. Since you'll be pre-registered at the time you purchase a Privacy Policy, it's best to cancel your registration if you do not wish to participate. This only takes a minute. Just access the Account Manager at PrivacyBot's main menu (enter your email address and password). Then click "Manage My Registered Web Sites." At that screen, cancel your PrivacyBot

registration. Be sure not to display the PrivacyBot Trustmark on your site.

What if I Revise the Privacy Policy or Change My Privacy Practices?

You can revise a Privacy Policy created at PrivacyBot. Minor changes are okay. If you make material changes to it, or intend to post a custom-drafted policy, be sure it complies with our Eligibility Standards. Or send it to our staff for review (click- "Send Revised Policy" for pricing and availability).

If you later change your privacy practices, you can create a new replacement Policy for the same registered site for only $10 (*access*- "Account Manager" and click "Manage My Registered Sites").

Note: Sites with features targeted to children under 13 are generally required to obtain parental consent before collecting, using or disclosing information about children. If the site materially changes its practices, it must repeat the consent process for those new practices.

What is the PrivacyBot Complaint Mediation Service?

PrivacyBot helps consumers resolve **privacy disputes** against Trustmark sites without going to court. The Mediation Service should **not** be used to resolve other types of disputes, or privacy disputes with sites not belonging to the PrivacyBot Registry.

Users can file an online complaint against a Site displaying the PrivacyBot Trustmark (click the site's Trustmark, then "File a Complaint Against this Site"). PrivacyBot will display the Complaint Form with certain information about the Site pre-filled. PrivacyBot structures the grievance into a "Notice of Mediation and Complaint," forwards it to the Site's official contact. PrivacyBot then orchestrates a voluntary mediation process according to the Mediation Rules.

PrivacyBot Trustmark sites have agreed in good faith to try to resolve Complaints according to our procedures within fixed deadlines. Mediation is voluntary and nonbinding. Unfavorable outcomes are noted on the Site's public Registry Statement displayed to visitors clicking the Trustmark.

As a neutral third party, PrivacyBot does not take sides or decide the outcome of mediations. Instead, PrivacyBot uses structured procedures and program incentives to get the grievance elevated attention by the Site's designated PrivacyBot contact. It then helps usher the parties toward a sensible resolution quickly, at nominal cost.

There is a $1.50 user fee to file a Complaint. This nominal fee helps ensure the user is suitably mature (having a credit card is some evidence of that) and prevents this system from being used to lodge multiple frivolous complaints. This helps ensure legitimate Complaints get proper attention.

How Do I File a Privacy Complaint Against a Trustmark Site?

Before filing a Complaint, try to resolve the matter informally by contacting the Site's privacy manager. Click the Site's Trustmark. The Site's privacy manager is identified on the Registry Statement (click the person's email address to initiate an email message).

If you still want to file a privacy-related Complaint and have it mediated by PrivacyBot:

- First, click the Site's Trustmark to display the Registry Statement (look for www.privacybot.com in the URL line of your browser to make sure it's legitimate-- no caching of this Statement is permitted).
- Second, click "File a Complaint Against This Site". You will be transported to the PrivacyBot online Complaint Form. Some information about the site will already be filled in. Just complete the rest of the form. Your information will be structured into a Notice of Mediation and Complaint and transmitted to the Site's official representative. We will then orchestrate an online mediation process (each party will receive these papers, including a summary of the Mediation Rules).

As noted above, there is a $1.50 user fee to file a Complaint. This helps ensure the user is suitably mature (having a credit card is some evidence of that) and prevents the system from being used to lodge multiple frivolous complaints. This helps ensure legitimate Complaints get proper attention. **All proceeds from this filing fee are donated to nonprofit privacy organizations.**

How Do I Manage and/or Terminate Complaints?

Web sites and consumers who filed Complaints have accounts already set up for them on PrivacyBot. Just access "Account Manager" at the main menu. Click "Manage Privacy Complaints that Involve Me."

Either party can "Send a Message to the Other Party" or "Dismiss This Complaint" to terminate mediation. If the web site dismisses the Complaint or fails to resolve it during the Mediation Period, the public Registry Statement will reflect the unfavorable outcome in summary form. The Trustmark provides one-click access to the site's mediation history.

How Do I Terminate or Cancel My PrivacyBot Registration?

Web sites belonging to the PrivacyBot Registry may cancel their membership at any time. Just access "Account Manager" at the main menu. Click "Manage My Registered Sites". Locate the name of the web site and click "Cancel My PrivacyBot Registration for this Site" If you cancel your registration, you should immediately remove the Trustmark from your site. Note: annual membership fees are not refundable upon cancellation of a site.

What is the P3P Specification and How Does PrivacyBot Comply?

The Platform for Privacy Preferences (P3P) is an international working group that has devised a technical specification for expressing Privacy Policies in a machine-readable standard XML format. These Policies can be retrieved automatically and interpreted by P3P compliant web browsers, electronic wallets and the like. PrivacyBot complies with the latest version of the P3P specification issued November, 1999.

The idea behind P3P is to enable the development or server-side technologies, like PrivacyBot, and corresponding client-side technologies (e.g., browser plug-ins and other user agents) that will

seamlessly identify and negotiate privacy preferences in a semi-automated manner. Such user agents are expected to arrive within the next year, so it is important for web sites to prepare now by posting a machine-readable version of their Privacy Policy (along with the human-readable version, of course).

The PrivacyBot Drafting System automatically produces a machine-readable version of your Privacy Policy in XML format. It is appended to the end of the human-readable version. Simple instructions for posting the XML version on your site are also included. Note: if you modify your human-readable Privacy Policy, be sure to have a qualified technician make corresponding changes to the XML version.

Need a Software/Web Contract?
Try our other legal site. QuickForm Contracts.
Established 1991and on the web since 1996.
See our Testimonials and Compliments Section!

about us
join privacybot
pricing information
send revised policy
eligibility standards
terms of service
privacy links
privacy complaints

ACCOUNT MANAGER
Your Password

Our Privacy Policy

Our Proprietary Rights

Email us at:

Eligibility Standards for PrivacyBot

- Your Privacy Policy and Trustmark Should Be Accessible to Site Visitors
- Your Privacy Policy Should Clearly Disclose Your Practices
- You Should Comply with Children's Privacy Legislation (if applicable)
- You Should Comply With Your Own Privacy Policy
- You Should Maintain Proper Version Control of Your Policies
- You Should Continue to Comply with Applicable Law
- You Should Implement Reasonable Data Security Measures
- You Should Identify a Privacy Representative
- You Should Make a Good Faith Effort to Mediate any Privacy Complaints
- Your Registry Statement Will Contain a Summary of Your Privacy History
- Your Site Will Undergo Automated and Manual Assessments
- PrivacyBot Does Not Endorse Your Products or Services
- These Eligibility Standards Will Evolve

These Eligibility Standards and our general Terms of Service apply to web sites joining the PrivacyBot Trustmark Registry. These Standards are designed to accommodate a variety of information handling practices, so long as they adhere to fair information guidelines and applicable law. These Standards require you to post a Privacy Policy and to ensure your business practices actually follow your own Policy.

Your Privacy Policy and Trustmark Should be Accessible to Site Visitors.

You should post your Privacy Policy in a conspicuous location at your Web Site. This gives visitors fair notice of your practices. It should be linked at the main page in a clear and prominent location and at each page where information is collected. If feasible, the Privacy Policy should be linked in a location of your main page that does not require the user to scroll down. The link should be more conspicuous than surrounding links to draw attention to itself (this means it's not sufficient to place a small link at the bottom of the page).

The PrivacyBot Trustmark should also be displayed in a prominent location. When visitors to your Site click on the Trustmark, the PrivacyBot server will fetch the public Registry Statement for your Site. Information in the Registry Statement, including your history of handling privacy complaints, is maintained and displayed in real-time. It is essential that you not cache or reproduce the Registry Statement or otherwise circumvent its normal presentation of fresh data

We may upgrade the Trustmark Registry system with new features For example, we may introduce a "counter" in the Trustmark and add reporting features to the Registry Statement that would allow us to take heavy site traffic into account when assessing compliance rates. We may also publish aggregated statistics showing overall "state of privacy" on the web among PrivacyBot sites. If we do release an updated Trustmark, you should install it within a reasonable time according to our instructions.

Your Privacy Policy Should Clearly Disclose Your Practices.

The Privacy Policy must be clearly and understandably written, be complete and contain no unrelated, confusing or contradictory materials. It should clearly explain to visitors:

- What personal information is collected from site visitors
- Why the personal information is collected
- How the information will be used by the site
- With whom the information may be disclosed
- What rights visitors have to access, correct or remove personal information and to opt-out of any future disclosure of their data

The types of personal information that are addressed by your Policy should include the categories identified in Steps 2-4 of the PrivacyBot Policy Drafting System.

You Should Comply with Children's Privacy Legislation (if applicable).

The Children's Online Privacy Protection Act (15 USC 6501) and regulations impose minimum privacy standards on commercial web sites with features directed to children under age 13 or that knowingly collect personal information from children. **Children's sites (including general audience sites with kids' areas) need to bring their privacy practices into line with the following rules before posting the PrivacyBot Trustmark or Privacy Policy on their site.**

If you operate a children's site, then you need to:

- Provide a written privacy policy on your web site explaining what information is collected from children, how the information will be used and your disclosure practices for such information
- Link the privacy policy in a conspicuous location at your site, including the main page, any separate entrance to a kids' area and in close proximity to data collection forms
- Obtain verifiable parental consent for the collection, use or disclosure of personal information from children (with limited exceptions described below). The notice to parents should provide at least the same level of disclosure as the sample Notice accompanying your PrivacyBot Policy.
- Allow parents to consent to collection and use of personal information, separately from consenting to disclosure
- Provide parents a simple method, upon request, to see a description of specific types of personal information collected from their child and allow them to obtain such information
- Provide parents a simple method to stop further collection,

use or disclosure of previously collected information and to have such information deleted from your records
- Not condition a child's participation in a game, prize or other activity on divulging more personal information than is reasonably needed to participate in such activity
- Use reasonable procedures to protect confidentiality, security and integrity of personal information collected from children

Verifiable parental consent is **not required** to collect an email address or online contact information from a child if only used to respond directly to the child:

- On a one-time basis to a specific request (provided it is not used to recontact the child and is not maintained in retrievable form)
- More than once within the scope of a specific request (e g., subscription to an online newsletter); provided, your site makes a reasonable effort before recontacting the child to notify the parent of your Privacy Policy and permit the parent to opt-out)

Verifiable parental consent is **not required** to collect the name or online contact information of a parent or child:

- Solely to notify parents of your Privacy Policy or obtain verifiable parental consent to your practices (provided such information is deleted if parental consent is not obtained within a reasonable time)
- Solely to protect the safety of a child participating in activities on your Site (provided the information is not disclosed or used for other purposes and you make reasonable effort to notify the parent and permit the parent to opt-out)
- You may also disclose such information to protect the security or integrity of your Site, to guard against liability and to respond to judicial process and law enforcement investigations (provided the information is not disclosed or used for other purposes and you make reasonable effort to notify the parent and permit the parent to opt-out of such uses)

Parents should be given a simple method to obtain a description of any personal information collected from their children, to have the data deleted from your records and to opt-out in the future. So long as you observe the rule discussed above regulating game/prize situations, you may otherwise terminate access to your Site to a child whose parent won't permit your Site to collect, use or maintain personal information about their child.

Final Regulations implementing the Children's Online Privacy Protection Act have been issued and will become effective on April 21, 2000. For more information, visit the Federal Trade Commission's web site at http://www.ftc.gov. Your Policy and practices should comply on an ongoing basis with these Eligibility Standards and all material requirements of the Act and the Regulations.

The Act permits privacy seal programs to apply for "safe harbor" status with the FTC. Child-oriented sites joining an FTC-approved safe harbor program enjoy certain legal protection against FTC enforcement actions if the children's site fully complies with seal program guidelines. PrivacyBot intends to apply for safe harbor

status with the FTC. PrivacyBot cannot predict whether its application will be granted or whether the FTC may require PrivacyBot to modify these Eligibility Standards as a condition of approval. If PrivacyBot were granted safe harbor status and later materially changed the Eligibility Standards, those changes would have to be approved by the FTC. There is no assurance PrivacyBot would be granted such approval. It is also possible the Regulations may be modified in the future to impose additional or different requirements for safe harbor programs that would not be economically or technically feasible for PrivacyBot to meet. Finally, it is possible the FTC could revoke any safe harbor status granted to PrivacyBot if these Eligibility Standards and assessment mechanisms proved ineffective in practice.

You Should Comply with Your Own Privacy Policy.

Your Site should comply with its own Privacy Policy before displaying that Policy or the PrivacyBot Trustmark. You must continue to comply with it during your membership in the Trustmark Registry. In order to gauge compliance, we may from time to time review the public Registry Statement for your Site. The Registry Statement shows how many privacy complaints were filed against your Site through the PrivacyBot Mediation Service and not resolved during the Mediation Period. Sites exhibiting a pattern or practice of noncompliance with their own Privacy Policy may be subjected to closer assessment. For example, you may be asked to execute an Affidavit of Compliance or pay for an independent audit as a condition of membership. We may also conduct "data seeding" exercises on a random or targeted basis. Noncompliant sites may be suspended or terminated from the Registry. Some cases may be referred to the FTC for further inquiry. Sites may cancel their membership at any time.

You Should Maintain Proper Version Control of Your Policies.

You should maintain proper version control over your posted Privacy Policies. This includes the following:

- Sequentially number any new versions of your Privacy Policy that you post (e.g., privacypolicyver1.htm, ...ver2, etc.)
- If you change your Privacy Policy, be sure to make corresponding changes to the Privacy Summary table and any machine-readable (XML) version you may have posted to keep them current.
- For 3 years, keep a copy of all versions and their effective dates and furnish them to PrivacyBot upon request.

You Should Continue to Comply with Applicable Law.

PrivacyBot Registrants must comply with applicable law, including the Children's Online Privacy Protection Act and regulations (by April 21, 2000, if applicable to your site). This is an ongoing obligation that applies to any subsequent legislation extending privacy regulation to other web sites (*at the Main Menu, click-- Privacy Links, to track privacy legislation*). From time to time, we may notify you of new requirements added to these Eligibility Standards.

Should your privacy practices or applicable law change, you should revise your Policy to keep it current (if you operate a children's site and materially change your practices, you must obtain new parental consent to use personal information of children for new purposes). You can access the Account Manager at PrivacyBot.com to create an updated Privacy Policy for your site. A small fee may apply. If you

decide to make substantial modifications to your Policy on your own you should have it reviewed to ensure it still meets these Eligibility Standards. You can have your attorney or adviser review it, or upload the Policy for our review for a small fee (*at the Main Menu, click-- Send Revised Policy for pricing and availability*)

PrivacyBot Registrants must not be engaged in illegal conduct, or publish content which is obscene, defamatory or infringing of others' rights under applicable law, which is hateful or harassing, or which violates or encourages others to violate any law. We may suspend or terminate registration of any site that we believe reflects unfavorably on the PrivacyBot Trustmark.

You Should Implement Reasonable Data Security Measures.

You should implement technical, administrative and operational security measures that are reasonable under the circumstances to protect the confidentiality, security and integrity of any personal information collected from users. Such measures may include

- Designating a privacy czar responsible for data security issues and notifying employees and trading partners of their responsibilities
- Using nondisclosure agreements (NDA's) with employees and trading partners, as needed (visit the QuickForm Contracts site if you need to draft a Confidentiality Agreement, i.e., NDA)
- Implementing technical protections (e.g., passwords, firewalls, encryption, secure servers and intrusion detection software)
- Operating a physically secure computing environment

You Should Identify a Privacy Representative.

Your Privacy Policy should disclose the name or position, and the method for users to contact your Site's representative for handling questions relating to matters covered by the Policy. When you register with PrivacyBot, you should also identify an official representative to receive PrivacyBot documents and official notices, including any Complaints filed by users with the PrivacyBot Mediation Service. This person will be responsible for managing your PrivacyBot account and any Complaints (*access-* Account Manager for this purpose).

You Should Make a Good Faith Effort to Mediate any Privacy Complaints.

If you ever receive a Notice of Mediation and Complaint, you should make a good faith effort to consider the merits of the Complaint and attempt a resolution. PrivacyBot does not take sides or decide the outcome of Complaints. Instead, it offers a communication channel and program incentives to help both parties resolve consumer complaints without formal action. Mediation is voluntary and nonbinding. You can terminate a Complaint during the Mediation Period by accessing the Account Manager)(see the Mediation Rules).

Your Registry Statement will Contain a Summary of Your Privacy History.

Users clicking the Trustmark on your Site will be displayed a Registry Statement fetched from the PrivacyBot server It includes a

history of any pending privacy Complaints against your Site and a summary notation of any unfavorable mediation outcomes during the past year (details of disputes are not revealed).

Your Site Will Undergo Automated and Manual Assessments.

PrivacyBot's Trustmark and Registry systems provide a nonintrusive first-level mechanism to assess your compliance with our Eligibility Standards. PrivacyBot may also perform "data seeding" exercises to assess compliance on both a random and targeted basis. If your Site demonstrates a pattern or practice of unresolved privacy Complaints, or if manual assessments reveal a problem, you will be requested to provide additional assurances of your compliance. For example, you may be asked to execute an Affidavit of Compliance or undergo an independent manual audit at your own expense as a condition of membership. PrivacyBot may suspend or terminate your Site for noncompliance. You may terminate your membership if you no longer wish to participate. In some cases, PrivacyBot may refer cases to the FTC for further inquiry.

PrivacyBot Does Not Endorse Your Products or Services.

Sites accepted into the PrivacyBot Registry may display the PrivacyBot Trustmark during the term of their registration to signify they have agreed in good faith to meet these Eligibility Standards. PrivacyBot uses the marketplace (i.e., your visitors) as a first-level mechanism to monitor your actual compliance with your own Privacy Policy. This avoids the significant cost of blanket up-front manual audits. It means we presume you are a good web citizen until we hear otherwise. However, permission to display the Trustmark does not mean PrivacyBot endorses your Site or any of its features, products or services. If your Site is suspended or terminated from the PrivacyBot Registry, you will promptly remove the Trustmark from your Site.

These Eligibility Standards Will Evolve.

Internet privacy laws, regulations, treaties and consumer expectations are rapidly evolving. These Eligibility Standards are likely to be updated in the future. As we update our Eligibility Standards, we will notify you if we think you should create an updated Privacy Policy to reflect these new requirements. We charge a small fee for updated Policies to cover ongoing legal monitoring and maintenance costs (see Pricing Information). You can update your Policy at any time by accessing the Account Manager.

Definitions to Children's Online Privacy Protection Act

Personal Information is defined by the Children's Act as individually identifiable information about the individual collected online, including:

- First and last name;
- Home or other physical address including street name, city, town and zip code
- Email address or other online contact information, including instant messaging user identifier, screen name that reveals an individual's email address;
- Telephone or fax number;
- Social security number

- Persistent identifier, such as a customer number held in a cookie or a processor serial number, where such identifier is associated with individually identifiable information or combinations of information that permit a person to be contacted online;
- Other information concerning the child or its parents that is combined with an identifier

See Steps 2-4 of the PrivacyBot Drafting System for a broader description of the types of personal information that web sites may be collecting

Content of the Privacy Policy. To be complete, according to the Children's Act, your Privacy Policy must give the following notice

- The name, phone number and email address of all web site operators collecting or maintaining personal information from children through the site;
- The types of personal information collected from children and whether the information is collected actively or passively,
- How such information may be used by the site (e.g., fulfilling a requested transaction, recordkeeping, marketing back to the child, or making it publicly available in a chat room or otherwise);
- Whether the personal information is disclosed to third parties and, if so, the types of business in which such third parties are engaged, the general purpose for which the information is used, whether the third parties have agreed to maintain the confidentiality, security and integrity of the information
- That the parent has the option to consent to the collection and use of their child's personal information, without consenting to its disclosure to third parties;
- That the site will not condition the child's participation in a game, prize or other activity on the child divulging more personal information than is reasonably needed to participate in the activity;
- That the parent can review and have deleted the child's personal information and refuse to permit further collection or use of the child's information (and state the procedures for doing so);

"A Web Site Directed to Children" according to the Children's Act, is a commercial website or online service (or portion thereof) that is targeted to children under age 13. Factors to consider are the site's subject matter, visual or audio content, age of models, language or other characteristics of the site, the use of child-oriented ads and empirical evidence regarding the intended audience. A site is not deemed directed at children merely because it contains links, indices or other references to other children's sites.

"Verifiable Parental Consent" according to the Children's Act, means making any reasonable effort (taking into consideration available technology) to ensure that before personal information is collected from a child, the parent: (a) receives the site's request for consent (including a copy of the Privacy Policy) and (b) authorizes any collection, use and/or disclosure of the personal information.

One challenge in writing the regulations was to find feasible methods to prevent kids simply from impersonating their own parents during the consent process. At least until April, 2002, the regulations permit a "sliding scale" approach that imposes easier consent requirements on less risky activities. For information that will only be used

internally by the site, it may rely on email as an effective communication method for obtaining parental consent However, email notification/consent must be followed by a delayed confirmatory email to the parent and a letter or phone call.

For riskier activities, such as public posting of children's chat messages or disclosure of information to third parties, the regulations require a "print-and-send" letter, a credit card number, a phone call with trained personnel, digital signatures or similarly effective methods. These rules will be revisited as verification technology and services evolve. If the site's practices materially change, it must obtain new parental consent to any materially different practices. This would include changes occurring as a result of corporate mergers among web sites.

"Reasonable Efforts to Contact the Parent" (according to the Children's Act) include, for purposes of these narrow exceptions, notice by email or regular mail. However, it does not include asking a child to print a notice form or sending an email to the child's address. For the parental consent exceptions to apply, the notice must state: (a) that the child's name or email address was collected to respond to the child's request (or to protect the child's safety, as applicable), (b) a simple method for the parent to opt-out and require deletion of such information, and (c) that the site may use the information for the stated purpose if the parent fails to respond.

Acceptable Security Methods according to the Children's Act, include using secure web servers, firewalls, deleting personal information once it is no longer being used, limiting employee access to personal information, training employees and screening third parties to whom data may be disclosed.

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Your Password

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Site operators

Email us at:

PrivacyBot Mediation Service

FOR CONSUMER PRIVACY COMPLAINTS

- Have a Privacy Complaint?
- PrivacyBot Mediation Incentives
- Why Do We Charge a Nominal Filing Fee?
- How Does the Mediation Process Work?
- Does PrivacyBot Guarantee a Resolution?
- How to File a Privacy Complaint
- How to Dismiss (Terminate) an Existing Privacy Complaint

File a Complaint

Have a Privacy Complaint?

First, be sure the Web Site is displaying the PrivacyBot Trustmark and is currently registered (click the Trustmark to verify this). The Registry Statement will contain the name and email address of the Site's contact person. Before filing a complaint with PrivacyBot, try to resolve the matter with the Site's privacy manager.

If your grievance is still not resolved, then use PrivacyBot's online Complaint Form and Mediation Service to help resolve the matter quickly, cheaply and without formal action.

Mediation is a voluntary process in which a neutral third party (PrivacyBot), facilitates conflict resolution through a structured process. We help get your grievance elevated attention by the Site's designated official contact and we use our program incentives to help the parties resolve the dispute within fixed deadlines.

PrivacyBot Mediation is entirely voluntary and nonbinding. We do not judge cases, take sides or impose our will on either party. You can terminate the mediation at any time.

PrivacyBot Mediation Incentives.

Member sites have agreed to our Mediation Rules, volunteering to make a good faith effort to participate in nonbinding mediation of disputes. That is, they have already expressed a desire to be good web citizens and will try to resolve user complaints.

Among other things, we use public accountability as an incentive. User complaints are immediately logged in the Site's public Registry Statement. Complaints not resolved within a 45 day Mediation Period will also be noted in summary form on the site's Registry Statement. The Site's 12 month track record is displayed to anyone clicking the Privacybot Trustmark for that site. Public accountability helps encourage sites to reach a private resolution. PrivacyBot uses the Site's complaint history as an "early warning" radar system to identify problem Sites requiring closer scrutiny.

Why Do We Charge a Nominal Filing Fee

We want mediation to be widely accessible to adults with legitimate grievances. The $1.50 filing fee helps screen out minors (who generally don't have credit cards) and discourages frivolous or multiple Complaints. We want legitimate Complaints to get the elevated attention they deserve. **Proceeds from this filing fee are donated to unrelated nonprofit privacy organizations.**

How Does the Mediation Process Work?

- Click the Trustmark on the Web Site to see its Registry Statement;
- Click "File a Complaint Against This Site";
- A Complaint Form will be displayed with some information pre-filled.
- Fill out the rest of the Form and submit it;
- Your information will be structured into a Notice of Mediation and Complaint;
- PrivacyBot will transmit the papers directly to the Web Site's official contact;
- A copy of the papers will also be sent to you for your records;
- This starts a 45 day Mediation Period (it cannot be extended by either party);
- PrivacyBot periodically Checks the Status of the Mediation;
- Program incentives usher the parties toward resolution within 45 days;
- Unfavorable outcomes are noted in the public registry.

At the end of the Mediation Period, there are three possible outcomes:

1. Complaint voluntarily dismissed by the User (no public record);
2. Complaint dismissed by the Web Site (refusal to mediate is noted on Registry Statement)
3. Complaint not dismissed (unresolved dispute is noted on Registry Statement).

How Does PrivacyBot Influence a Resolution?

PrivacyBot's structured process and program incentives help get the Complaint proper attention and channel it toward a private resolution within fixed deadlines. Remember: using PrivacyBot Mediation first does not keep you from later filing a grievance with the FTC or taking legal action **(note: if your grievance is quite old and you have a Statute of Limitations approaching, be sure to consult your attorney).**

How to File a PrivacyBot Complaint

Click the Trustmark appearing on the web site, then click on "File a Complaint Against this Site" (site information will be pre-filled in the Complaint Form). Or directly access the PrivacyBot Complaint Form. A $1.50 filing fee applies. Your information will be structured into a Notice of Mediation and Complaint. These papers will be transmitted by PrivacyBot directly to the web site's official representative. This initiates the Mediation Period. The web site representative should contact you directly to discuss your Complaint. PrivacyBot will transmit periodic status checks. If the Complaint is resolved, you can terminate mediation at any time.

How to Dismiss (Terminate) an Existing Privacybot Complaint

Either party may terminate a pending Complaint by accessing the Account Manager at PrivacyBot.com and selecting "Manage Privacy Complaints That Involve Me". Find the applicable Complaint (if there's more than one) and click "Dismiss this Complaint" and the follow-up confirmation screen. **If the Web Site terminates a Complaint, it will be noted publicly in the Web Site's Registry Statement as a "Refusal to Mediate"**.

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PrivacyBot Mediation Rules

The following rules apply to any person filing a Complaint through the PrivacyBot Complaint Form (the "User") and to any web site that receives such a complaint while registered with the PrivacyBot Trustmark Registry (the "Web Site").

- Agreement to Mediate
- Filing the Complaint
- Scope of Mediation
- The Mediation Period
- The Web Site's Response
- Dismissing (Terminating) the Complaint
- Request for a Status Check
- Record Keeping
- Status as Private Settlement Discussions
- Right to Rely on Instructions
- No Warranties
- PrivacyBot is Not Your Cyberlawyer
- No Liability
- Indemnity
- Protected Parties
- Limitation of Remedies
- PrivacyBot Operates Solely in Fairfax, Virginia
- Disputes Against PrivacyBot
- Miscellaneous

Agreement to Mediate.

The User and the Web Site will each make a good faith attempt to use the PrivacyBot Mediation Service to resolve their dispute amicably. Mediation is voluntary and nonbinding. Any resolution must be agreed to by both parties. PrivacyBot does not take sides and does not decide the outcome of these proceedings. Please direct all communications to the other party (access "Account Manager" and "Manage Privacy Complaints that Involve Me" to send a message to the other party).

Filing the Complaint.

Mediation is initiated when the User submits a properly completed Complaint Form to PrivacyBot and pays the applicable filing fee. (imposing a nominal filing fee helps screen out minors and multiple or frivolous complaints). The Mediation Period commences when PrivacyBot transmits the Notice of Mediation and the Complaint to the Web Site's representative by email. The Complaint should contain factual statements and should not contain emotional "flaming" or statements that are defamatory, abusive or profane.

Scope of Mediation.

Mediation is limited to matters stated in the Complaint. The parties may reasonably enlarge upon their respective positions during mediation, but should resist raising new issues or grievances not within the Scope of Mediation.

The Mediation Period.

The parties agree to mediate in good faith for a period of forty-five (45) days from transmittal of the Notice of Mediation and Complaint to the Web Site (the "Mediation Period"). The Mediation Period is fixed and will not be extended. The Mediation Period will terminate if either party files a Motion to Dismiss (access the Account Manager and "Manage Complaints that Involve Me" for that purpose).

The Web Site's Response.

By the fifth (5th) day of the Mediation Period, the Web Site will acknowledge to the User that it has received the Complaint. By the twentieth (20th) day, the Web Site will make a good faith effort to discuss the issues within the Scope of Mediation with the User. The parties may communicate by email or other mutually acceptable means.

Dismissing (Terminating) the Complaint.

Mediation is voluntary. Either party can terminate the proceeding at any time during the Mediation Period.

- The User may voluntarily dismiss or terminate its Complaint during the Mediation Period (e.g., because the matter is resolved). The User agrees to dismiss the Complaint if it files litigation or a formal governmental complaint against the Web Site. Dismissal is "without prejudice." This means the User may refile the Complaint later at PrivacyBot (the normal filing fee would apply).

- The Web Site may dismiss or terminate the Complaint at any time during the Mediation Period. The refusal to mediate may be noted in the Web Site's Registry Statement in summary form (e.g., "Refusals to Mediate Privacy Complaints: X").

Request for a Status Check.

During the Mediation Period, PrivacyBot may email the parties one or more Requests for a Status Check. If the matter has been resolved, the User will promptly access the Account Manager, select "Manage Complaints that Involve Me" and Dismiss the Complaint. The Web Site can terminate mediation at any time by doing the same. If the Web Site dismisses the Complaint, the Registry Statement will note a "refusal to mediate," so it is better to resolve the matter and have the User dismiss it.

Note: the Mediation Period will not be extended. This means all Motions to Dismiss must be filed before expiration of the Mediation Period to avoid having an "unresolved" dispute noted on the Public Registry. Such unresolved disputes are retained on the Registry Statement even if the dispute is later resolved after the Mediation Period. This provides an important time incentive to resolve disputes in mediation.

Record Keeping

- **Making of Public Records**

When a Complaint is filed, the Registry Statement for the Web Site will show that a privacy Complaint is pending against the Site. No details of the dispute are shown.

If the **User** terminates the Complaint before expiration of the Mediation Period (e.g., because the Complaint was resolved or was withdrawn by the User), the record of a pending Complaint is deleted. This restores the Registry Statement to its original state.

If the **Web Site** terminates the Complaint during the Mediation Period, then PrivacyBot will note the refusal to mediate in the public Registry Statement for the Web Site (e.g., "Refusal to Mediate Privacy Disputes: X"). No details of the dispute are shown.

If neither party terminates the Complaint before the end of the Mediation Period, PrivacyBot will note the unresolved dispute in the public Registry Statement for the Web Site (e.g., "Unresolved Privacy Disputes: X"). No details of the dispute are shown.

To dismiss or terminate a Complaint, a party needs to access the "Account Manager" during the Mediation Period (then click "Manage Complaints that Involve Me," find the Complaint and "Dismiss This Complaint"). No other method is recognized by the PrivacyBot Mediation System.

- **Purging of Certain Public Records**

If PrivacyBot believes a User has abused the Mediation Service, PrivacyBot may modify or expunge the public Registry Statement of frivolous or unwarranted Complaints. This is an exceptional procedure and will not be used merely because the Complaint is contested by the Web Site (use the "Dismiss this Complaint" feature, instead). PrivacyBot may administer the Registry in its sole discretion as an independent agency.

- **General Record Retention Policy**

PrivacyBot may retain all Complaints, filings, public Registry records and other mediation-related communications (including purged Complaints) for a period of three (3) years following initiation of a Complaint, or such longer time as PrivacyBot may reasonably determine. PrivacyBot may upon request make these records available to the Federal Trade Commission (FTC) as provided by law, or may disclose such records to comply with legal process (e.g., a warrant, subpoena or court order) or law enforcement investigations.

Status as Private Settlement Discussions.

To facilitate settlement discussions, both parties agree that all communications between them during the Mediation Period within the Scope of Mediation are "For Settlement Purposes Only" under Federal Rule of Evidence 408 (and state law counterparts) not admissable into evidence in any proceeding brought by one party against the other. The parties will use due diligence to safeguard and

will not disclose such communications except to their attorneys and confidential advisers, or to comply with a subpoena, warrant or court order.

Right to Rely on Instructions.

PrivacyBot may act in reliance upon any instruction, information, document, filing, name, email address or user password that meets PrivacyBot's automated criteria or which is believed by PrivacyBot personnel to be genuine. PrivacyBot may assume a person entering an email address and associated user password is the purported user or is authorized to act on its behalf. PrivacyBot may assume the latest email addresses on file with PrivacyBot are accurate and current (use the Account Manager feature to update email addresses and passwords). When programmed to do so, PrivacyBot may take prescribed actions in the absence of receiving contrary instructions in the form capable of being processed.

No Warranties.

PRIVACYBOT DOES NOT WARRANT THIS MEDIATION SERVICE. ALL INFORMATION, COMMUNICATIONS, FEATURES AND SERVICES ARE PROVIDED AS-IS AND AS-AVAILABLE WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, INCLUDING MERCHANTABILITY, QUALITY, INTEGRATION, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

PrivacyBot is Not Your Cyberlawyer.

PRIVACYBOT DOES NOT DISPENSE PROFESSIONAL SKILL OR JUDGMENT, IS NOT A "CYBERLAWYER" OR "CYBERJUDGE" PROVIDING LEGAL ADVICE OR JUDICIAL SERVICES, AND DOES NOT REPLACE YOUR ATTORNEY. PRIVACYBOT MEDIATION SERVICES DO NOT ESTABLISH AN ATTORNEY-CLIENT, FIDUCIARY OR OTHER PROFESSIONAL RELATIONSHIP.

No Liability.

PRIVACYBOT DISCLAIMS LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, LOST PROFIT OR ATTORNEY FEES) AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

Indemnity.

THE USER AND THE WEB SITE WILL DEFEND, INDEMNIFY AND HOLD PRIVACYBOT HARMLESS FROM ANY CLAIM, LOSS OR DAMAGE ARISING OUT OF OR RELATING TO PRIVACYBOT MEDIATION, THE PRIVACYBOT REGISTRY OR OTHER SERVICES OR FEATURES.

Protected Parties.

THE DISCLAIMERS, LIMITATIONS, INDEMNITIES AND PROTECTIONS CONTAINED IN THESE RULES PROTECT PRIVACYBOT, INVISIBLE HAND SOFTWARE, ITS OFFICERS, OWNERS, AGENTS, CONSULTANTS, ADVISERS, EMPLOYEES, AFFILIATES, ADVERTISERS, DISTRIBUTORS, PUBLISHERS AND PROMOTERS.

Limitation of Remedies.

You agree that if PrivacyBot breaches the Mediation Rules or otherwise violates your rights, your sole and exclusive remedy will be to terminate your relationship with PrivacyBot and the Mediation Service. This applies regardless of whether the remedy fails of its essential purpose.

PrivacyBot Operates Solely in Fairfax, Virginia

PrivacyBot operates solely in Fairfax County, Virginia (USA) You agree that you are using the Internet as your own agent to access and use our site from the local Internet point of presence (POP) here in Fairfax, Virginia and you are using the Internet as your agent to take delivery of any Documents, information or services in Fairfax County, Virginia. This means all operations, services, deliveries, performance and contacts of PrivacyBot's business occur solely in Fairfax County, Virginia.

Disputes Against PrivacyBot.

Virginia law governs any dispute brought against PrivacyBot. Since we make no warranties and assume no liabilities, you should have little reason to have a grievance with PrivacyBot. Should you nevertheless bring legal action against us, you irrevocably agree it will be brought and maintained within one year after the claim arises solely and exclusively in a court located in Fairfax County, Virginia, or be barred. As disincentive for unwarranted litigation, you agree that if you sue us and don't win, you will pay our defense costs, including reasonable legal fees for in-house and outside counsel.

Miscellaneous.

PrivacyBot reserves the right to change prices, services or these Mediation Rules at any time by posting a new version. This document and your "clickwrap" acceptance entered in electronic form, or a hardcopy duplicate in good form, shall be considered an original document with authenticated signature entered into and performed in Fairfax County, Virginia and admissible into evidence unless the document's authenticity is genuinely placed in question This document sets forth the entire and exclusive statement of the Mediation Rules, subject to our Terms of Service. Any provision found by a court to be illegal or unenforceable shall automatically be deemed conformed to the minimum requirements of law and it, with all other provisions, shall be given full force and effect. Waiver of a provision in one instance shall not preclude our enforcement of it on future occasions.

(end of document)

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I. Introduction.

This Agreement is between You and Invisible Hand Software, LLC ("IHS"), the site operator of PrivacyBot.com. It governs your use of this System, including the Privacy Policy Drafting System, the PrivacyBot Trustmark Registry and any content or services you may obtain from us. It also governs the PrivacyBot Mediation Service and the Document Review Service, should you participate in such activities. Please review this Agreement to your satisfaction. We are not willing to proceed unless this Agreement is acceptable to You.

II. Privacy Policy Drafting System.

The Privacy Policy Drafting System automates drafting Internet Privacy Policies for web sites. Use of the System is governed by the following terms, which are designed to facilitate the normal process of drafting, revising and posting an Internet Privacy Policy, but to preclude activity that would tend to erode the market for PrivacyBot

What You Can Do...

- You may use your computer to access and operate the Drafting System for the purpose of generating and obtaining Privacy Policies and to use other features of the System.
- After you pay for and obtain a Privacy Policy, you and your attorney or other adviser may modify the document as you see fit to meet your own business requirements.
- You may display one version of the Privacy Policy on your designated site as the governing Privacy Policy. Visitors may view and reproduce the Policy for their own internal review.
- If you use PrivacyBot to create a new, updated Privacy Policy for an existing registered Site, you may replace the original Policy with the new one and display it on your registered Site on the same terms and conditions as the original policy.

What You Cannot Do...

- Do not display or disseminate PrivacyBot Policies, except at your registered Site as permitted above.
- Do not distribute PrivacyBot Policies (in whole or in part) to the public at large in any automated document generation system, formbook or other electronic or hardcopy publication.
- Do not distribute PrivacyBot Policies or other content from this System to the public at large through online systems (via group-wide email, news groups, file or discussion areas, web pages or otherwise).
- Do not post or distribute PrivacyBot Policies or other content in response to online discussion forum requests or chat requests.
- Do not reverse engineer PrivacyBot to discover its underlying design or inner workings. You will hold in confidence for our benefit alone anything discovered in violation of this provision. Do not deliberately interfere with or circumvent normal operation of PrivacyBot.
- Do not link your Trustmark to any page other than the Registry Statement page designated by PrivacyBot.
- If you use create a new PrivacyBot Policy, discard the old Policy and use the new Policy only on the registered Site.
- Do not display a Trustmark registered for one Site on any other web site (each Site must register separately).

We reserve all rights not specifically granted to you. This means permission to use the System and any documents or other content generated by it will be narrowly interpreted by a court in our favor. If you infringe our intellectual property rights or exceed the scope of permitted use of this Agreement, you agree that we would be irreparably injured and may obtain a court order to enjoin you from further mischief.

III. PrivacyBot Trustmark Registry.

When you use the PrivacyBot Policy Drafting System to create a Privacy Policy, your web site is automatically pre-registered with the PrivacyBot Trustmark Registry. Registered sites may display the PrivacyBot Trustmark on their site during the Term of their registration. Registered sites must continue to meet our Eligibility Standards and comply with these Terms of Service. Web sites may cancel their registration at any time (*access*-- Account Manager--

and *"Manage My Registered Web Sites"*) If a Site is terminated by PrivacyBot, it may not reapply for six months

Submitting Revised or Custom-Drafted Privacy Policies. The PrivacyBot Registry provides web site visitors a branded privacy trustmark seal demonstrating the site's commitment to good privacy practices.

- **Standard PrivacyBot Policies**: Policies posted in substantially the form generated by the PrivacyBot Drafting System meet our Eligibility Standards and are pre-registered automatically. It's okay to make minor changes to the Policy so long as it still complies with the Eligibility Standards
- **Revised PrivacyBot Policies**: If you make material changes to a PrivacyBot Policy, you should have an attorney or qualified adviser ensure it still meets our Eligibility Standards PrivacyBot may offer an online document review service at a separate fee *(click-- Send Revised Policy for pricing and availability)*. Note: our staff reviews policies to make sure they meet our Eligibility Standards-- not to determine whether the policy meets your business or legal needs.
- **Custom-Drafted Policies:** Currently, the only way to register to display our Trustmark is to create a policy with the PrivacyBot Drafting System (you are automatically registered as part of this process). So it makes sense to use the PrivacyBot Policy as a starting point. However, you may choose to post a custom-drafted Privacy Policy if it meets our Eligibility Standards. PrivacyBot may offer an online document review service for a separate fee *(click-- Send Revised Policy for pricing and availability)*. Note: our staff reviews policies to make sure they meet our Eligibility Standards-- not to determine whether the policy meets your business or legal needs.

Change in Law or Privacy Principles. Internet privacy principles, laws and regulations are still evolving. We anticipate that PrivacyBot and the Eligibility Standards for the Registry will be updated over time. Policies originally registered may need to be updated to comply with the latest Eligibility Standards or changes in the law. We reserve the right to revise our Eligibility Standards and to require re-registration. We will provide member sites a reasonable grace period to comply. Access the "Account Manager" and "Manage My Registered Web Sites" to update your existing PrivacyBot Policy (a small fee may apply).

Use of the PrivacyBot Trustmark. When you order a Privacy Policy, your Site will be pre-registered to display the PrivacyBot Trustmark (it will be emailed to you in the Welcome Kit). If you choose to participate in the PrivacyBot Registry, you must post the Trustmark in a prominent location on your Site (e.g., at the Site's home page and, if feasible, where visitor data is collected). During the Term, you are granted the nonexclusive, worldwide right and license to use, reproduce and publicly display the Trustmark on the single Internet site registered with PrivacyBot. **Sites must bring their privacy practices into actual compliance with the Eligibility Standards and their own Privacy Policy before posting the PrivacyBot Trustmark on the site.**

The Trustmark must be configured according to our instructions so that visitors clicking it will be displayed the Site's Registry Statement fetched from the PrivacyBot server. It is important for the Registry Statement to display fresh data. This means you should not cache or reproduce Registry Statements or fashion "dummy" Registry Statements. We may

use automated web-bots to identify Sites violating these restrictions. Such cases will be treated as an infringement of the PrivacyBot trademark and will be terminated from the Trustmark Registry.

The Trustmark must be displayed in the form provided and may not be altered or merged with other marks. If PrivacyBot issues a new version of the Trustmark, you will replace the old mark with the new one as soon as practicable. For example, we may issue a version of the Trustmark with a "counter" that allows PrivacyBot to consider the site's traffic volume in assessing its compliance history. If your PrivacyBot registration is suspended or terminated, you will promptly remove the Trustmark and cease using it. If you fail to remove or otherwise infringe the Trustmark, you agree injunctive relief would be an appropriate remedy without necessity of posting bond and you agree to pay our enforcement costs (including reasonable legal fees for in-house and outside counsel).

In order to minimize PrivacyBot membership fees and help augment our revenue model, we may place small advertisements on Registry Statements. For example, we may advertise our affiliated legal site, QuickForm Contracts. These advertisements, if any, will be kept separate and distinct from your company or site name.

Compliance Assessments.

PrivacyBot's Trustmark Registry provides a nonintrusive first-level mechanism to assess your compliance with our Eligibility Standards. In addition to this first-level mechanism, PrivacyBot may perform "data seeding" exercises to assess compliance on both a random and targeted basis. If your Site demonstrates a pattern or practice of unresolved privacy Complaints, or if manual assessments reveal a problem, you will be requested to provide additional assurances of your compliance. For example, you may be asked to execute an Affidavit of Compliance or undergo an independent manual audit at your own expense as a condition of membership. PrivacyBot may suspend or terminate your Site for noncompliance. You may terminate your membership if you no longer wish to participate. In some cases, PrivacyBot may refer cases to the FTC for further inquiry.

Good Standing. If you apply for the PrivacyBot Registry, you represent to the best of your knowledge and belief that the you have not been notified by any government agency that your registered site's privacy practices are under formal investigation and that no privacy-related legal action by any government is pending against you with respect to that site. If such formal investigation or legal proceedings are later initiated against you and are not resolved within 180 days, you will remove the Trustmark and any mention of PrivacyBot from your site until the matter is resolved.

Safe Harbor Seal Program Application Status. The Children's Online Privacy Protection Act (15 USC 6501) permits privacy seal programs to apply for "safe harbor" status with the Federal Trade Commission. Child-oriented sites joining an FTC-approved safe harbor seal program enjoy certain legal protection against FTC enforcement actions if the children's site fully complies with seal program guidelines. PrivacyBot intends to apply for safe harbor status with the FTC. PrivacyBot cannot predict whether its application will be granted or whether the FTC may require PrivacyBot to modify its Eligibility Standards (guidelines) as a condition of obtaining such status. If PrivacyBot were granted safe harbor status and later materially changed its Eligibility Standards, those changes would have to be approved by the FTC. There is no assurance that PrivacyBot would be granted such approval. It is also

possible the Regulations may be modified in the future to impose additional or different requirements for safe harbor programs that would not be economically or technically feasible for PrivacyBot to meet. Finally, it is possible the FTC could revoke any safe harbor status granted to PrivacyBot if its Eligibility Standards proved ineffective in practice.

IV. PrivacyBot Online Mediation Service

PrivacyBot's online Mediation Service gives Users a way to resolve privacy complaints against PrivacyBot Trustmark sites without resorting to formal complaints or legal action. PrivacyBot is a neutral third party and does not decide cases. Mediation is voluntary and nonbinding. Web sites joining the PrivacyBot Registry agree to receive Complaints transmitted from the PrivacyBot Mediation Service and to attempt in good faith to resolve the dispute. PrivacyBot reports the filing of Complaints and certain unfavorable outcomes in the public Registry Statement for the site. Mediation is governed by the PrivacyBot Mediation Rules.

The Mediation Reporting system provides a first-level automated mechanism for assessing compliance with our Eligibility Standards Sites demonstrating a pattern or practice of noncompliance will be identified for closer assessment. These assessments may include "data seeding" exercises and manual audits of actual practices.

V. General Provisions.

We Make No Warranties.

THIS SYSTEM AND ALL INFORMATION, PRODUCTS, DOCUMENTS AND SERVICES ARE PROVIDED AS-IS AND AS-AVAILABLE WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, INCLUDING MERCHANTABILITY, QUALITY, INTEGRATION, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. THIS IS A BUSINESS SYSTEM AND IS NOT FOR PERSONAL, HOUSEHOLD OR FAMILY USE.

ANY EFFORT BY PRIVACYBOT TO ACHIEVE "SAFE HARBOR" STATUS UNDER THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT OR FUTURE PRIVACY LAWS WILL BE MADE IN GOOD FAITH, BUT WITHOUT WARRANTY OF OUTCOME. EVEN IF PRIVACYBOT APPLIES FOR AND IS GRANTED SAFE HARBOR STATUS, PRIVACYBOT MAKES NO WARRANTY THAT IT WILL CONTINUE TO QUALIFY FOR SUCH STATUS OR THAT YOUR COMPLIANCE WITH OUR ELIGIBILITY STANDARDS AND MEMBERSHIP IN THE PRIVACYBOT REGISTRY WILL SHIELD YOU FROM LEGAL LIABILITY.

Have All Documents Reviewed by Counsel.

PRIVACYBOT DOES NOT DISPENSE PROFESSIONAL SKILL OR JUDGMENT, IS NOT A "CYBERLAWYER" PROVIDING LEGAL ADVICE AND DOES NOT REPLACE YOUR ATTORNEY. ANY REVIEW SERVICES ARE SOLELY TO DETERMINE WHETHER NONSTANDARD POLICIES ARE ACCEPTABLE TO PRIVACYBOT. NEITHER PRIVACYBOT NOR OUR REVIEW SERVICES ESTABLISH AN ATTORNEY-CLIENT RELATIONSHIP OR RENDER LEGAL SERVICES TO YOU.

ALL INFORMATION AND COMMUNICATIONS SHOULD BE INDEPENDENTLY VERIFIED, AND ALL DOCUMENTS SHOULD BE REVIEWED BY YOUR OWN ATTORNEY (INDEPENDENTLY

OF PRIVACYBOT AND ITS PERSONNEL). ONGOING REVIEW IS IMPORTANT SINCE PRIVACY LAWS ARE STILL EVOLVING.

INDEPENDENT LEGAL REVIEW IS ALSO IMPORTANT IF YOU ARE IN AN INDUSTRY GOVERNED BY SPECIFIC PRIVACY REGULATION (e.g., CREDIT REPORTING, BANKING, INSURANCE, VIDEO RENTAL, TELCOM, HEALTH SERVICES, ETC.)

We Assume No Liability.

Given our current prices and your responsibility to have Documents and communications reviewed by counsel, we do not assume any liability under any circumstances. WE DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, LOST PROFIT OR ATTORNEY FEES) AND WHETHER ARISING IN CONTRACT, TORT, CIVIL, CRIMINAL OR OTHER PROCEEDINGS. THIS IS A MATERIAL CONDITION TO THIS AGREEMENT, IS COMMERCIALLY REASONABLE AND HAS BEEN FACTORED INTO THE PRICE, CONVENIENCE OF THE SYSTEM AND THE AGREEMENT AS A WHOLE.

Indemnity.

YOU ARE RESPONSIBLE FOR YOUR OWN SITE AND WILL DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM ANY CLAIM ARISING FROM YOUR PRIVACY POLICY, YOUR INFORMATION PRIVACY PRACTICES OR ANY OTHER ASPECT OF YOUR SITE. YOU HAVE THE RIGHT TO CONTROL THE DEFENSE OR SETTLEMENT OF ANY SUCH CLAIMS.

Protected Parties.

THE DISCLAIMERS, LIMITATIONS, INDEMNITIES AND PROTECTIONS CONTAINED IN THIS AGREEMENT PROTECT PRIVACYBOT, INVISIBLE HAND SOFTWARE, LLC (IHS), ITS OFFICERS, OWNERS, AGENTS, CONSULTANTS, ADVISERS, EMPLOYEES, AFFILIATES, ADVERTISERS, DISTRIBUTORS, PUBLISHERS AND PROMOTERS.

Limitation of Remedies.

You agree that if PrivacyBot breaches this Agreement or the Mediation Rules, your sole and exclusive remedy will be to terminate your relationship with PrivacyBot. This applies regardless of whether the remedy fails of its essential purpose.

We Operate Solely in Fairfax County, Virginia (USA).

Because of the uncertainty and lack of uniformity of laws in other jurisdictions (particularly as applied to Internet sites), it is important to agree that our System operates solely in Fairfax County, Virginia (USA). You are using the Internet as your own agent to access and use our site from the local Internet point of presence (POP) here in Fairfax, Virginia and you are using the Internet as your agent to take delivery of any Documents, information or services in Fairfax County, Virginia. This means all operations, services, deliveries, performance and contacts of our business occur solely in Fairfax County, Virginia.

Proprietary Rights.

PrivacyBot is the exclusive property of the owners of the System or other designated owner This property includes the PrivacyBot Drafting System, PrivacyBot Registry, PrivacyBot Mediation Service, PrivacyBot Trustmark, Privacy Policies and other documents generated by the System, revisions to those documents provided by PrivacyBot personnel and other content, services or information obtained from the System. **U.S. Patent Pending**. Copyright 1999 John A. Newman, Esq. and Thomas R. Mielke. All Rights Reserved. PrivacyBot is a service mark of John A. Newman, Esq. and Thomas Mielke. Any licenses granted to you are nonexclusive, revocable, nontransferable, subject to payment of applicable published fees and other terms of this Agreement. If you exceed the scope of this Agreement or infringe our proprietary rights, you agree we would be irreparably harmed and may (in addition to other relief and without having to post bond) obtain a court order enjoining your from further mischief.

Our Privacy Policy.

Our Privacy Policy for PrivacyBot.com is posted at the Main Menu The terms of that Policy, and any future amendments to it, are hereby incorporated by reference in its entirety into this Agreement and subject to these terms.

Termination of this Agreement.

Your license to access and operate this System is granted and terminated according to this Agreement each time you access, operate and leave the System. Your license to use Privacy Policies generated by the System arises when you pay for and obtain the Document. Your license to modify, use, post and publicly display PrivacyBot Policies will continue for so long as this Agreement and our intellectual property rights are not violated. If your Site belongs to the PrivacyBot Registry, your right to display the PrivacyBot Trustmark will continue until terminated by either party. Either party may terminate PrivacyBot registration in their sole discretion, at any time with or without cause and regardless of the stated registration period otherwise applicable. We reserve the right to suspend or terminate operation of this System upon reasonable advance notice. Protections afforded to us by this Agreement will survive termination. Upon suspension or termination from the PrivacyBot Registry, you will promptly cause the Trustmark to be removed from your site and cease all further use of it. If your license to use the Privacy Policy terminates, you will remove the Policy from your site and destroy all copies of it in your possession or control.

Resolution of Disputes Against Us.

Our business operates solely in Fairfax County, Virginia (USA), Virginia law governs this Agreement and Federal courts can hear cases involving copyright or other issues between us. Since we make no warranties and assume no liabilities, you should have little reason to have a grievance with us. Should you nevertheless bring legal action against us, you irrevocably agree it will be brought and maintained within one year after the claim arises solely and exclusively in a court located in Fairfax County, Virginia, or be barred. As disincentive for unwarranted litigation, you agree that if you sue us and don't win, you will pay our defense costs, including reasonable legal fees for in-house and outside counsel. If we are required to enforce this Agreement or our rights, you agree it is reasonable to send you legal notices and papers by electronic mail at your stated address (we would also attempt to send you a backup copy by regular mail).

Export Regulations.

The transport of technology across national boundaries is regulated by the U.S. and certain foreign governments. You agree not to directly or indirectly export or re-export any information or technology derived from (or via links through) this System that requires an export license or governmental approval without first obtaining that license or approval. This provision will survive termination of our Agreement.

U.S. Government Restricted Rights.

This is a computer data base that constitutes restricted computer software and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Commercial Computer Software clause at DFARS 227.7202-3 or subparagraphs (c)(1) and (2) of the Commercial Computer Software- Restricted Rights clause at 48 CFR 52.227-19, as applicable. Contractor is Invisible Hand Software, LLC, 3847 Whitman Road, Annandale, Virginia 22003.

No Third Party Beneficiaries.

There are no third party beneficiaries of this Agreement. Nothing in this Agreement enlarges, diminishes or otherwise affects your rights or obligations (if any) or the rights or obligations of any third party (if any) with respect to your Site or your privacy practices. Neither PrivacyBot, IHS, nor its officers, owners, agents and employees, are parties to any agreement, relationship, right or expectations between you and any third party. The parties are independent to one another and are not related by franchise, partnership, employment, joint venture or otherwise.

Right to Rely on Instructions.

PrivacyBot may act in reliance upon any instruction, information, document, filing, name, email address or user password that meets PrivacyBot's automated criteria or which is believed by PrivacyBot personnel to be genuine. PrivacyBot may assume a person entering a user email address and associated password is, in fact, that user or is authorized by that user to act on its behalf. PrivacyBot may assume the latest email addresses on file with PrivacyBot are accurate and current. When programmed to do so, it may take prescribed actions in the absence of receiving proper and complete contrary instructions.

Miscellaneous.

This document reflects our entire and exclusive agreement and supersedes all communications. Provision of services is subject to payment of applicable published fees. All fees are nonrefundable. We reserve the right to change prices, services, marks or this Agreement at any time by posting a new version on this site. Any other amendment to this Agreement shall be in a pen-and-ink signed writing, regardless of any course of conduct or trade practice between us. This document and your "clickwrap" acceptance entered in electronic form, or a hardcopy duplicate in good form, shall be considered an original document with authenticated signature entered into and performed in Fairfax County, Virginia and admissible into evidence unless the document's authenticity is genuinely placed in question. We reserve the right to assign or transfer this Agreement to any company acquiring our assets or ownership interests. Any provision found by a court to be illegal or

unenforceable shall automatically be deemed conformed to the minimum requirements of law and it, with all other provisions, shall be given full force and effect. Waiver of a provision in one instance shall not preclude our enforcement of it on future occasions

(end of document)

Need a Software Web Contract?
Try our other legal site: QuickForm Contracts.
Established 1994 and on the web since 1996
See our Testimonials and Compliments Section!

THANKS FOR USING PRIVACYBOT!

DRAFTING NOTE: This kit contains (1) a Summary Table of your privacy practices, (2) the Privacy Policy itself and (3) a machine-readable XML version of the Policy based on the P3P specification to help you prepare for next-generation browsers.

An email has been sent to you with simple instructions on how to download and configure your Trustmark. Before posting the Trustmark or the Policy, be sure your actual practices comply with the Policy.

TIP: You may revise this Policy to explain your practices in more detail (e.g., "We collect your email address to deliver our weekly Automotive News Report").

Be sure any material changes to the Policy comply with our **Eligibility Standards**. Also, remember to make corresponding changes to the Privacy Summary table and any XML version on display (see our "Privacy Links" for the P3P specification).

If your privacy practices change, you can access our Account Manager and create a new Privacy Policy kit for a nominal fee.

--Thanks again for using PrivacyBot!

Privacy Practices Summary								
What Do We Collect or Disclose?			**Why Do We Collect this Information?**					
	Collect?	Disclose?	Completion, Support	Website Admin	Customize Content	Research	Contacting Visitors	Other Purposes
Real World Contact Information	X		X	X				
Online Contact Information	X		X				X	
Non-Financial Identifiers	X	X	X					
Credit Card, Financial Identifiers								
Information About Your Computer	X	X			X		X	
Navigation and Clickstream Data	X				X			
How Interactive Features are Used								
Demographic, Social or Economic Data								
Your Personal Preferences								
Online Postings and User Content	X	X	X	X				
Cookies Used?	X	Children's Site?		X	Links On Visiting Our Site			

PRIVACY POLICY

This Privacy Policy explains what information is collected from visitors to the Woodman Online web site located at http://www.woodman.com, why the information is collected, how it is used and with

whom the information may be shared. It also explains what options visitors may have to access and manage their information, our data security practices and other matters.

THE PRIVACYBOT TRUSTMARK

Our Site is registered with PrivacyBot.com, an independent privacy seal program. We display the PrivacyBot Trustmark to demonstrate our commitment to good privacy practices. Click the Trustmark to see our current standing with PrivacyBot.

HOW DO WE PROTECT CHILDREN?

Some features of our Site are for children under the age of 13. We recognize children merit special protection. **The following special rules for children will apply regardless of any different practices that may govern older users.** In child-oriented areas of our Site:

- With limited exceptions, we obtain verifiable parental consent before collecting, using or disclosing any individually identifiable personal information about children visiting our Site.
- A parent consenting to our collection and use of personal information may choose not to consent to any disclosure of it to third parties.
- If we later materially change our practices regarding any such previously collected personal information, we will obtain new parental consent for those practices.
- We provide reasonable means for parents to review any personal information collected from a child and to refuse to permit further use or maintenance of it.
- We do not condition a child's participation in a game, the offering of a prize or other activity on the child disclosing more personal information than is reasonably necessary to participate in the activity.
- We establish and maintain reasonable security procedures to protect the confidentiality, security and integrity of any personal information collected from children.

Certain exceptions to the parental consent rule apply. We may collect an email address or other online contact information from a child without parental consent for the sole purpose of responding directly:

- One time to a specific request from the child (we then delete the information from our system).
- More than once to a specific request from the child, such as delivering a newsletter publication. After the initial response, however, we will make a reasonable effort to notify the parent of their right to cancel such activities at any time.

We may collect a child's name and online contact information (e.g., email address) to help obtain parental consent. We may also collect such information without parental consent if reasonably needed to protect a child's safety, to protect the security or integrity of the Site, to take precautions against liability, or to respond to judicial process or law enforcement inquiries. Information so collected will not be used for any other purpose.

Parents have the right to know what types of information we collect from children, to review any personal information collected from their own child, to have that information deleted from our records and not use it in the future. To exercise these rights, a parent should: **(**DRAFTING NOTE: Describe your web site's parental access procedures here***).**

Sharing of personal information collected from children, if any, is limited to third parties engaged in the (**DESCRIBE GENERAL LINE OF BUSINESS**) business that agree to maintain the confidentiality and security of that information. We are not responsible for the privacy practices of third parties.

WHAT USER INFORMATION DO WE COLLECT? WHY?

Real World Contact Information. When you use our Site, we may request your name, street address, telephone number or other "real world" contact information. This information may reveal or be associated with your personal identity. You may choose not to provide this information or opt-out of certain uses at the point of collection (see specific collection screens for details or exceptions). We use this information to:

- Complete and support the online activity for which you supplied the information.
- Administer the technical and operational aspects of the Site.

Online Contact Information. In addition to "real world" contact information, we may also request your email address or other online contact information. This information may reveal or be associated with your personal identity. You may choose not to provide this information or opt-out of certain uses at the point of collection (see specific collection screens for details or exceptions). We use this information to:

- Complete and support the online activity for which you supplied the information.
- Contact you regarding updates to the Site or to promote a product or service we believe may interest you.

In addition to personal contact information, we may collect other kinds of information when you visit our Site. You may choose not to provide this information or opt-out of certain uses at the point of collection (see specific collection screens for details or exceptions):

Nonfinancial Unique Identifiers. We may ask you to enter a web site ID, password, social security number or similar data when you visit our Site, so we can establish your personal identity in a consistent and reliable manner. We use this information to:

- Complete and support the online activity for which you supplied the information.

Information About Your Computer. When you visit our Site, we may automatically collect information about your computer configuration, such as your browser type, operating system, IP address or ISP domain name. This information will not reveal or be associated with your personal identity. We use this information to:

- Customize and personalize your experience when visiting the Site.
- Contact you regarding updates to the Site or to promote a product or service we believe may interest you.

Navigation and Clickstream Data. As you browse our Site, we may gather navigational and clickstream data that shows what pages are visited and how long various features are used. This information will not reveal or be associated with your personal identity. We use this information to:

- Customize and personalize your experience when visiting the Site.

Postings and Content. Certain features of our Site may allow you to contribute content, such as discussion postings, chat room communications, email messages and the like. By its nature, this information may reveal or be associated with your personal identity. We use this information to:

- Complete and support the online activity for which you supplied the information.
- Administer the technical and operational aspects of the Site.

TO WHOM DO WE DISCLOSE USER INFORMATION?

- Information that would allow you to be contacted in the real world, such as your telephone number or street address, may be aggregated with similar data in a manner that does not reveal your personal identity and may be disclosed only to our staff and to our immediate agents.
- Information that would allow you to be contacted online, such as your email address, may be disclosed only to our staff and to our immediate agents.
- Nonfinancial identifiers, such as a web site ID or password, may be aggregated with similar data in a manner that does not reveal your personal identity and may be disclosed to our staff and our immediate agents, and to other organizations adhering to our privacy practices.
- Computer information, such as your browser type, operating system or IP address, may be aggregated with similar data in a manner that does not reveal your personal identity and may be disclosed to our staff and agents, and to outside organizations with the same or different privacy practices.
- Navigation and clickstream data, such as what pages you visit and how long you visit them, may be disclosed only to our staff and to our immediate agents.
- Content submitted by you to the Site, such as online discussion postings, chat room communications and the like, may be disclosed to third parties and in public forums generally.

CERTAIN EXCEPTIONAL DISCLOSURES

We may disclose user information in exceptional situations. For example, disclosure may occur if we consider it necessary to protect our legal rights or if the information relates to actual or threatened harmful conduct. Disclosure may be required by law or if we receive legal process, such as a search warrant, subpoena or court order.

WHAT ARE COOKIES? WHY DO WE USE THEM?

Cookies are small data files stored by your browser in your computer when you visit our Site. We use cookies to make our Site easier to use and to improve Site performance. Cookies permit us to recognize users and avoid burdensome and repetitive requests for identical information. We mostly use "session cookies" that are automatically deleted after each visit. Cookies stored by our Site cannot be read by other sites. Most browsers automatically accept cookies. You can change your browser settings to refuse cookies, if you like.

HOW DO WE PROTECT USER INFORMATION?

We offer secure web pages to collect certain kinds of user information and we store certain kinds of data in encrypted form. We also establish and maintain reasonable practices to help protect the confidentiality, security and integrity of data stored on our system. While no computer system is completely secure, we believe the measures implemented by our Site reduce the likelihood of security problems to a level appropriate to the type of data involved.

HOW LONG DO WE RETAIN USER DATA?

Generally, we retain user data on our server or in our archives for about one (1) year. We may alter this practice according to legal and business requirements. For example, we may shorten the retention period for certain data if needed to free up storage space. We may lengthen the retention period for other data if needed to comply with privacy standards or applicable law.

MANAGEMENT OF CONTACT-RELATED INFORMATION

- Generally, you may choose not to provide personal contact-related information or opt-out of certain uses at the point of collection (see specific collection screens for details or exceptions).
- You may access personal contact-related information about you stored at our Site.
- Our system generally does not allow you to modify or update personal contact-related information about you stored at our Site.
- Our system does not allow you to remove personal contact information about you from our Site.

MANAGEMENT OF NON-CONTACT INFORMATION

- Generally, you may choose not to provide information requested by the Site or opt-out of certain uses at the point of collection (see specific collection screens for details or exceptions).
- You may access information collected from you that is stored at our Site.
- Our system generally does not allow you to modify or update information collected from you that is stored at our Site.
- Our system does not allow you to remove information collected from you from our Site.

Data management requests are administered in an orderly manner to the extent feasible and within our direct control. Note: we have greater control over recently collected data than for archived data. Once data is removed from the system and archived, it may not be feasible to accommodate specific requests. In those cases, our general data retention policy applies.

YOUR CONSENT TO THIS POLICY

By using our Site, you agree to this Policy. This document supersedes any prior communication on this topic and reflects the entire and exclusive Privacy Policy for this Site. We may change our Policy by posting a new version of it on our Site.

LEGAL STUFF

We are posting this Policy to be a good web citizen. This Site operates in good faith, but on an AS-

IS, AS-AVAILABLE basis. ANY WARRANTIES OF ACCURACY, QUALITY, TITLE, FITNESS OR MERCHANTABILITY ARE DISCLAIMED. WE ARE NOT LIABLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. WE ARE NOT LIABLE FOR EVENTS BEYOND OUR DIRECT CONTROL.

This Policy is governed by Nebraska law, excluding conflicts of law principles. Any provision of this Policy that is illegal or unenforceable shall be deemed automatically conformed to the minimum requirements of law. Any legal actions against us must be commenced in Nebraska within one year after the claim arose, or be barred.

IF YOU HAVE A PRIVACY QUESTION

If you have a question about this Policy or about our privacy practices, please email: Privacy Manager at woody@aol.com. Or write: Woody's Wood Company, Inc., Attn: Privacy Manager, 3939 Main Street, Omaha, NE 49494. Or call us at (555) 222-3232.

(end of policy)

*****DETACH THE FOLLOWING SAMPLE NOTICE FROM THE PRIVACY POLICY *****

DRAFTING NOTE: Web sites with features directed to children under 13 or which knowingly collect personal information from children, are required by U.S. law to obtain **verifiable parental consent** before collecting, using or disclosing personal information of a child. Sites belonging to the PrivacyBot Registry need to comply with these requirements before posting the Policy or our Trustmark.

You may find the following sample "Notice for Parental Consent" helpful. Be sure to describe your actual procedures and trim out optional clauses that don't apply to your situation.

NOTE: Until April 21, 2002, the Federal Trade Commission (FTC) will allow parental consent for internal use of collected information to be obtained by email, but requires more reliable methods of consent before children's information can be posted in chat rooms or disclosed to third parties.

When email consent is used for internal use, it must be followed by a second delayed confirmatory email, a letter or a phone call to the parent. The parent must be told the initial consent may be withdrawn.

Before a child can participate in chat rooms or provide personal information that will be disclosed to third parties, sites must get permission through more reliable methods, such as:

- A consent form signed by the parent and returned by mail or fax.
- The parent using a credit card for a transaction.
- The parent calling a toll-free number staffed by trained personnel.
- Using digital signatures or a verification systems with PIN/password.

The FTC will reexamine this issue as better consent mechanisms are devised. Be sure to have your notice and procedures reviewed by counsel, and check the FTC site for updates (www.ftc.gov).

****FINAL NOTE:** If you disclose children's personal information to third parties, you need to

identify the third parties' general line of business (e.g., list brokers, advertisers, retailers, magazine publishers, etc). Scroll to "How Do We Protect Children?" and fill in the space provided. Be sure you adjust your practices as needed to comply with this Policy and the Eligibility Standards before posting the Policy or the Trustmark.***

Notice and Request for Parental Consent

to the Online Collection, Use and/or Disclosure

of Personal Information of your Child

TO: Parent of (**Child's Name**).

From: Woody's Wood Company, Inc. (Site Operator)

Web Site: Woodman Online

Online Address: http://www.woodman.com

Street Address: 3939 Main Street, Omaha, NE 49494

Telephone: (555) 222-3232

Dear Parent:

Your child wants to use features of our Web Site that involve our collection, use and/or disclosure of personal information about your child.

The Children's Online Privacy Protection Act requires us to show you our Privacy Policy and, with limited exceptions, obtain your consent before we collect, use and/or disclose personal information about your child.

Our Privacy Policy is attached. It explains what information we seek to collect, why we would collect it and our disclosure practices. It explains your right to access, review and manage any information collected from your child. It explains your ability to cancel and require the deletion of information previously collected, our Site's data security practices and other matters.

Please take a moment to review our Privacy Policy. You are under no obligation to consent. If you do not respond, we will assume your consent is denied.

(OPTIONAL CLAUSE IN LIEU OF PRECEDING CLAUSE): Please take a moment to review our Privacy Policy. You are under no obligation to consent. If you do not respond, then with one limited exception, we will assume your consent is denied. Note: We collected your child's email address or online contact information. We did this to deliver requested information, such as a newsletter, that requires more than one response from us. We sometimes collect such information for the child's safety. Use the following procedures to cancel this use (otherwise, we may use it for that limited purpose).

You can exercise your rights by following these procedures:

(DRAFTING NOTE: describe your parental consent and data management procedures here**)**

Thank you for your consideration in this matter.

Sincerely,

Woodman Online

enclosure: Our Privacy Policy

(end of document)

*****MACHINE-READABLE (XML) VERSION OF YOUR PRIVACY POLICY*****

NOTE: Set forth below is a machine-readable version of your Privacy Policy. To view it, use the **"VIEW"** and **"SOURCE"** command on your browser.

This version will help your site handle next-generation browsers that will interpret Privacy Policies for users. This document is coded in XML based on the specification established by the Platform for Privacy Preferences (P3P)(November, 1999), http://www.w3c.org/TR/P3P.

If you modify your human-readable Policy, be sure to conform this XML version. Please maintain version control by incrementing the file name if you modify it (Policyver1, Policyver2...).

Have your technical staff embed a LINK tag in the HEAD area of an HTML document that points to the XML Policy:

---

access="contact_and_other"

retention="yes" change_agreement="yes"/>

(See next page)

<CENTER><B>***MACHINE-READABLE (XML) VERSION OF YOUR PRIVACY POLIC
Y***</CENTER></B>

NOTE: Set forth below is a machine-readable version of your Privac
y Policy. To view it, use the
<B>"VIEW"</B> and <B>"SOURCE"</B> command on your browser.

This version will help your site handle next-generation browsers t
hat will interpret Privacy
Policies for users. This document is coded in XML based on the spe
cification established by the
Platform for Privacy Preferences (P3P)(November, 1999), http://www
.w3c.org/TR/P3P.

If you modify your human-readable Policy, be sure to conform this
XML version. Please maintain
version control by incrementing the file name if you modify it (Po
licyver1, Policyver2...).

Have your technical staff embed a LINK tag in the HEAD area of an
HTML document that points to
the XML Policy: <LINK rel="Policyver1" href="http://www.yoursite.c
om/privacypolicy1.xml">

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y, Inc."/>
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, an independent privacy seal
program"/>
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<STATEMENT>
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retention="yes" change_agreement="yes"/>
</POLICY>
```

PrivacyBot Step 1

General Information About You and Your Site

Information About You

Email to Receive PrivacyBot Documents and Notices:

Returning User? Enter Password:

Information About Your Site

Your Company Name: (example ACME, Inc.)

Street Address & Postal Code: (please separate with commas)

Name of Your Web Site:

URL of Your Web Site: http://

Your Public Contact to Receive User Privacy Questions: Name: Privacy Manager

Email:

(Step Two is one of the longer pages, so give it a moment to load)

PrivacyBot Step 2 of 5

What Information Do You Collect? Do You Share it wit

Please explain your data collection and disclosure practices for th kinds of information. This won't take long, since we ask the same each category:

1. Real-World Contact Information
2. Online Contact Information
3. Non-Financial Unique Identifier
4. Credit Card and Bank Account No.
5. Information About the User's Computer
6. User Navigation and Click-
7. How Interactive Features ar
8. Demographic, Social or Ec
9. The User's Personal Prefere
10. Online Postings and User

1. Real-World Contact Information? (if no, go to Question 2) Ye
(name, address, phone, fax or other physical-world contact info)

Will this data reveal or be linked to the user's personal identity? Ye

Why do you collect it?

- [x] To complete & support the activity for which it was supplied
- [x] To administer the technical and operational activities of the Site
- [ ] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [ ] To promote other goods and services to the user
- [ ] For other purposes (describe them in the Policy)

Who do you share it with?

Only with our staff and our immediate agents

Is any outside sharing limited to "aggregated" data? Ye

2. Online Contact Information? (if no, go to Question 3) Ye
(email address, screen name, instant messaging identifier)

Will this data reveal or be linked to the user's personal identity? Ye

Why do you collect it?

- [x] To complete & support the activity for which it was supplied
- [ ] To administer the technical and operational activities of the Site
- [ ] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [x] To promote other goods and services to the user
- [ ]

For other purposes (describe them in the Policy)

Who do you share it with?

Only with our staff and our immediate agents

Is any outside sharing limited to "aggregated" data? ○ Ye

3. Non-Financial Identifier? (if no, go to Question 4)
(social security number, user ID/password, or other non-financial ID) ● Ye

Will this data reveal or be linked to the user's personal identity? ● Ye

Why do you collect it?

- [x] To complete & support the activity for which it was supplied
- [ ] To administer the technical and operational activities of the Site
- [ ] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [ ] To promote other goods and services to the user
- [ ] For other purposes (describe them in the Policy)

Who do you share it with?

Our staff, immediate agents and others following our privac

Is any outside sharing limited to "aggregated" data? ● Ye

4. Financial Account Data? (if no, go to Question 5)
(credit card number, bank/brokerage account no., or payment data) ○ Ye

Will this data reveal or be linked to the user's personal identity? ○ Ye

Why do you collect it?

- [ ] To complete & support the activity for which it was supplied
- [ ] To administer the technical and operational activities of the Site
- [ ] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [ ] To promote other goods and services to the user
- [ ] For other purposes (describe them in the Policy)

Who do you share it with?

Only with our staff and our immediate agents

Is any outside sharing limited to "aggregated" data? ○ Ye

5. Information About the User's Computer? (if no, go to Ques 6)
(user's IP address, processor serial no., browser type or O/S) ● Ye

Will this data reveal or be linked to the user's personal identity? ○ Ye

Why do you collect it?

- [ ] To complete & support the activity for which it was supplied
- [ ] To administer the technical and operational activities of the Site
- [x] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [x] To promote other goods and services to the user
- [ ] For other purposes (describe them in the Policy)

Who do you share it with?

Other organizations with the same or different privacy practi

Is any outside sharing limited to "aggregated" data? (•) Ye

Continued...

[redacted]

Aggregated Data is data combined with similar data in a manner that does not personal identity. For example, an opinion poll may ask for your name, addres preference and various demographic information, but only publish aggregate p

PrivacyBot Step 3

What Information Do You Collect? Do You Share it wit
(...Continued from Previous Step)

6. User Navigation and Clickstream Data? (if no, go to Ques 7) Ye

(browsing habits, such as web pages visited and for how long)

Will this data reveal or be linked to the user's personal identity? Ye

Why do you collect it?

- [ ] To complete & support the activity for which it was supplied
- [ ] To administer the technical and operational activities of the Site
- [x] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [ ] To promote other goods and services to the user
- [ ] For other purposes (describe them in the Policy)

Who do you share it with?

Only with our staff and our immediate agents

Is any outside sharing limited to "aggregated" data? Ye

7. Data Showing Use of Interactive Features? (if no, goto Ques 8) Ye

(active user input, such as search queries and purchases made)

Will this data reveal or be linked to the user's personal identity? Ye

Why do you collect it?

- [ ] To complete & support the activity for which it was supplied
- [ ] To administer the technical and operational activities of the Site
- [ ] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [ ] To promote other goods and services to the user
- [ ] For other purposes (describe them in the Policy)

Who do you share it with?

Only with our staff and our immediate agents

Is any outside sharing limited to "aggregated" data? Ye

8. Demographic, Social or Economic Data? (if no, go to Ques 9) Ye

(gender, marital status, age, income, job or other classification)

Will this data reveal or be linked to the user's personal identity? Ye

Why do you collect it?

- [ ] To complete & support the activity for which it was supplied
- [ ] To administer the technical and operational activities of the Site
- [ ] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [ ] To promote other goods and services to the user
- [ ] For other purposes (describe them in the Policy)

Who do you share it with?

Only with our staff and our immediate agents

Is any outside sharing limited to "aggregated" data? ( ) Ye

---

9. Personal Preference Data? (if no, go to Ques 10) ( ) Ye
(favorite color, music, books, cars, hobbies or other interests)

Will this data reveal or be linked to the user's personal identity? ( ) Ye

Why do you collect it?

- [ ] To complete & support the activity for which it was supplied
- [ ] To administer the technical and operational activities of the Site
- [ ] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [ ] To promote other goods and services to the user
- [ ] For other purposes (describe them in the Policy)

Who do you share it with?

Only with our staff and our immediate agents

Is any outside sharing limited to "aggregated" data? ( ) Ye

---

10. Online Postings and User Content? (if no, go to Step 3) (•) Ye
(chat postings, forum discussions or instant messages)

Will this data reveal or be linked to the user's personal identity? (•) Ye

Why do you collect it?

- [x] To complete & support the activity for which it was supplied
- [x] To administer the technical and operational activities of the Site
- [ ] To customize and personalize content for individual users
- [ ] To evaluate, improve and enhance the Site for all users
- [ ] To promote other goods and services to the user
- [ ] For other purposes (describe them in the Policy)

Who do you share it with?

Shared generally with third parties and in public forums

Is any outside sharing limited to "aggregated" data? ( ) Ye

Aggregated Data is data combined with similar data in a manner that does not personal identity.

PrivacyBot Step 4

1. Can Users Opt-Out or Manage Data You Collect?

(If you do not collect the specified data, go to Question 2)

Real World or Online Contact Information (Name, address, phone/fax, email address)

- [x] Users May **Opt-Out** at the Point of Collection
- [x] Users May Later **Access** Collected Information
- [ ] Users May **Modify** or **Correct** their Information
- [ ] Users May **Remove** their Data and Opt-Out in Future

Any other User Data Collected by You: (The remaining 8 kinds of user data)

- [x] Users May **Opt-Out** at the Point of Collection
- [x] Users May Later **Access** Collected Information
- [ ] Users May **Modify** or **Correct** their Information
- [ ] Users May **Remove** their Data and Opt-Out in Future

2. Do You Have Features Directed To Children Under 13?

(if yes, special children's provisions are added to the Privacy Policy and Kit)

(•) Yes ( ) No

If Yes, a Phone Number is Required for Your Site:

(555) 222-3232

3. Please Answer a Few Additional Questions:

How Long Do You Retain User Data? About 1 Year

Do You Use Secure Pages or Encrypt User Data? (•) Yes ( ) No

Does Your Site Use Cookies?	◉ Yes ○ No
Does Your Site Post a User Agreement or Terms of Service (TOS)?	○ Yes ◉ No
Please Specify Your State or Province:	Nebraska

[redacted]

Children's Sites: U.S. law imposes minimum privacy rules on sites having features directed toward children under 13 or which knowingly collect personal information from children (including general audience sites with kid's areas). In classifying a site, look at its visual and audio content, age of models, language used, presence of ads targeted at children, the intended and actual audience, use of animation, child-oriented games and prizes. A site is not a children's site just by having hyperlinks, an index or directory pointing users to children's sites.

about us
join privacybot
pricing information
send revised policy
eligibility standards
terms of service
privacy links
privacy complaints

ACCOUNT MANAGER
Your Password:
Login

Our Privacy Policy

Our Proprietary Rights

Email us at:

PrivacyBot Complaint Form

Use this form to file a privacy complaint against a site displaying the PrivacyBot Trustmark. Your grievance will be structured into a Notice of Mediation and Complaint. We will send these papers to you and to the s official contact.

PrivacyBot orchestrates an online mediation according to our Mediation Rules. We help get your Complaint elevated attention and provide progr incentives to help resolve it within fixed deadlines. Unfavorable outcome noted on the site's Registry Statement.

There is a **$1.50** filing fee (visa/mc). This discourages complaints by mi and frivolous or multiple complaints. **Filing fees are donated to unrela nonprofit privacy groups**.

Information About the Web Site:

Site: Woodman Online
Name of web site you have a grievance against

URL: http://www.woodman.com
Exact URL of the web site you have a grievance against

This Site's PrivacyBot Registry Number: MMD47100
(Click on the PrivacyBot Trustmark appearing on the Site to see its Registry Number)

Information About You:

- **First-time Users:**

Your Full Name:

Your Email Address:

Your Email (again):

Choose a Password: (at least 5 characters)

Type it Again: (please write this down You'll need it to access "Account Manager")

- **Returning Users Only:**

Your Email Address: andydnew@aol.com

Your Password: smith

Information About Your Grievance:

Summary:

The Web Site Violated its Stated Privacy Policy

Explain Why You Are Filing a Complaint: (required)
Please avoid emotional language and flaming. Stick to the facts: What happened? When did it happen? Why are you bothered? How does it h you? (use numbered paragraphs to help organize your thoughts)

I am filing this Complaint for the following reasons

1. The site's privacy policy says they don't use cookies.

2. My browser shows that cookies are used.

3. The site's policy is not accurate.

(Be concise. Do not include personal data, such as bank account or credit card numbers)

How Can the Web Site Resolve this Matter? (required)
Tell them what you want. Do you want the site to change its behavior? T stop using your personal data for marketing purposes? To stop sharing data with third parties? To correct or remove personal data collected fro you? To change its Privacy Policy in some way?

To resolve this Complaint, I would like the web site to stop using cookies or else change their policy to notify users they are using cookies.

(Be concise. Do not include personal data, such as bank account or credit card numbers)

PAYMENT INFORMATION (required):

Nonrefundable Filing Fee: $1.50 (Visa/Mastercard)

Billed by Invisible Hand Software, LLC of Annandale, Va., Site Oper
Your statement will show: INVISIBLE HAND SFTWR LLC ANNANDALE VA

Name on Credit Card: Andy Newman

Credit Card Number:

Card Expiration Date: January (1) 1999

Click below to file this Complaint subject to our Mediation Rules.

[redacted]

(Note: nothing will happen if you have not supplied all information)

Beta Password:

Need a Software/Web Contract?
Try our other legal site. QuickForm Contracts.
Established 1991and on the web since 1996.
See our Testimonials and Compliments Section!

about us
join privacybot
pricing information
send revised policy
eligibility standards
terms of service
privacy links
privacy complaints

ACCOUNT MANAGER
Your Email Address
Your Password

Our Privacy Policy

Our Proprietary Rights

Invisible Hand Software, LLC
(site operator)

Email us at:
support@privacybot.com

PrivacyBot Notice of Mediation and Complaint

Case No.: **QVTE87530**
Date Filed: **12/13/1999**

Filed by: **Andy Newman**

Filed Against: **Woodman Online [MMD47100]**
Site URL: **http://www.woodman.com**

Print this document by clicking **Print** on your browser. Save it by selecting **File** on your browser menu, then **Save As** (you can then view this HTML document in your browser off-line).

PRIVACYBOT MEDIATION SERVICE

Andy Newman
Email: andydnew@aol.com
(the "User")

v.

Case Number QVTE87530
Case Filed: 12/13/1999

Woodman Online
URL: http://www.woodman.com
(the "Web Site")

NOTICE OF MEDIATION

THE USER, Andy Newman, filed the attached Complaint against your Web Site, Woodman Online, in the PrivacyBot Mediation Service. The User wants to resolve this Complaint amicably and without formal proceedings.

(If you are not this Site's privacy representative, please forward this to the right person and update the site's contact information at the PrivacyBot "Account Manager" feature).

HOW MEDIATION WORKS

PrivacyBot does not take sides or decide the outcome of cases. PrivacyBot helps the User get the grievance proper attention and offers both parties a chance to resolve it privately. Mediation is voluntary and nonbinding. You

should keep all communications private.

Note: The 45 day Mediation Period has now started. It cannot be extended.

Within 5 Days: Contact the User by email to acknowledge receiving the Complaint.

Within 20 Days: Contact the User and make a good faith effort to resolve the Complaint. Continue these efforts for the remainder of the Mediation Period or until either party terminates the Mediation.

After 45 Days: Mediation ends. Unfavorable outcomes are reported in the Web Site's public Registry Statement.

The complete Mediation Rules are at:
http://www.privacybot.com/mediation_rules.shtm

IF THE COMPLAINT IS RESOLVED

If the Complaint is resolved, the User should promptly access the "Account Manager" at www.privacybot.com. Then click "Manage Privacy Complaints that Involve Me". Find this Complaint and click "Dismiss this Complaint". No record is made on a web site's PrivacyBot Registry Statement when a User dismisses its own Complaint **during the Mediation Period.**

IF THE WEB SITE WANTS TO TERMINATE MEDIATION

Mediation is voluntary. The site may terminate mediation by accessing the "Account Manager" at www.privacybot.com. Then click "Manage Privacy Complaints that Involve Me." Find this Complaint and click "Dismiss this Complaint." Refusing to mediate a Complaint is noted on your site's Registry Statement. It is therefore best to resolve it and have the User voluntarily dismiss the Complaint with no public record.

IF THE COMPLAINT IS NOT TERMINATED

If the Complaint is not terminated by either party during the 45 day Mediation Period, PrivacyBot will report an unresolved privacy Complaint in the Site's public Registry Statement.

PRIVACYBOT DOES NOT TAKE SIDES OR DECIDE CASES.
PLEASE DIRECT ALL COMMUNICATIONS TO THE OTHER PARTY.

Good luck to both parties in resolving this matter during the Mediation Period.

Sincerely,
PrivacyBot.com

PRIVACYBOT MEDIATION SERVICE

Andy Newman
Email: andydnew@aol.com
(the "User")

v.

Case Number

QVTE87530

Case Filed: 12/13/1999

Woodman Online
URL: http://www.woodman.com
(the "Web Site")

COMPLAINT

The User filed this privacy complaint against your Web Site in a good faith effort to resolve the matter quickly through voluntary mediation. This Complaint arises from the Web Site's alleged violation of its stated Privacy Policy.

Both parties have agreed to try to resolve this Complaint according to the PrivacyBot Mediation Rules. This Complaint and any discussions are "For Settlement Purposes Only" and may not be used in any future legal proceeding.

WHY DID THE USER FILE THIS COMPLAINT?

As stated by the User (not reviewed by PrivacyBot):

I am filing this Complaint for the following reasons:

1. The site's privacy policy says they don't use cookies.

2. My browser shows that cookies are used.

3. The site's policy is not accurate.

HOW CAN THE WEB SITE RESOLVE THIS COMPLAINT?

As stated by the User (not reviewed by PrivacyBot):

To resolve this Complaint, I would like the web site to stop using cookies or else change their policy to notify users they are using cookies.

PLEASE CONTACT THE USER:

The User wants to resolve this matter privately. Please contact the User at:

Name: Andy Newman
Email: andydnew@aol.com

The complete Mediation Rules are at:
http://www.privacybot.com/mediation_rules.shtm

PRIVACYBOT DOES NOT TAKE SIDES OR DECIDE CASES.
PLEASE DIRECT ALL COMMUNICATIONS TO THE OTHER PARTY.

Sincerely,
PrivacyBot Mediation Service
http://www.privacybot.com

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Established 1994 and on the web since 1996.
See our Testimonials and Compliments Section!

PrivacyBot Account Manager

Dismiss Complaint Confirmation

Welcome: mattnewman@aol.com

This feature will DISMISS the following Complaint:

Matthew Newman vs. Howard Online
Case ID: QNXU25788

DISMISSING THE COMPLAINT TERMINATES THE PRIVACYBOT MEDIATION PROCEEDING.

Please tell us if your Complaint was..

Decided on the merits:	◠ Yes	◠ No
Resolved satisfactorily:	◠ Yes	◠ No
Resolved quickly enough:	◠ Yes	◠ No

[redacted]

Account Manager Menu

CHANGE my account information

MAINTAIN my registered web sites

MANAGE privacy complaints that involve me

Return to PrivacyBot Main Page

PrivacyBot Registry Statement

Web Sites: Get Your Privacy Trustmark Today at
PrivacyBot.com

Woodman Online

Site Number: **MMD47100**

Site URL:	**http://www.woodman.com**
Contact Person:	Privacy Manager
Contact Email:	**woody@aol.com**
Date Registered:	12/13/1999
Expiration Date:	12/13/2000
Last Modified:	12/13/1999 05:17 PM ET (Eastern Time)
Status:	Active

This Site's 12 Month History with PrivacyBot Mediation Service:

- **Refusals to Mediate User Privacy Complaints:** 0
- **Complaints Not Resolved During Mediation Period:** 0
- **Complaints Currently in Mediation:** 0

File a Complaint Against this Site

Information is provided "as is" and should be independently verified.
PrivacyBot is a service mark of the owners of PrivacyBot.com

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privacy complaints

ACCOUNT MANAGER
Your Email Address
Your Password

Our Privacy Policy

Our Proprietary Rights

Invisible Hand Software LLC
Site operator

Email us at:
support@privacybot.com

Pricing Information for PrivacyBot

(All Fees are Nonrefundable and in U.S. Dollars)

Standard Services	
Create a Privacy Policy and Join the Trustmark Registry:	$30 (includes Privacy Policy, Trustmark and one year membership)
Renew Membership in the Trustmark Registry:	$30 (annual renewal fee begins with the second membership year)
Create a New Policy for an Existing Registered Site:	$10 (access "Account Manager" to do this)
Create a machine-readable XML version of the Policy and a Summary Table:	Free (both are delivered with your Policy)
Invisible Hand Software's "Legal Survival Guide for Internet and Computer Transactions" (130 pgs, PDF format):	Free when you order a Privacy Policy
Fees for Manually Reviewing Nonstandard Privacy Policies (Coming Soon):	
If you substantially revise your PrivacyBot Policy, our staff will review it under our Eligibility Standards:	$50 review fee (click "Send Revised Policy")(Coming Soon
If you want our staff to review a custom-drafted Privacy Policy under our Eligibility Standards:	$150 review fee (click "Send Revised Policy")(Coming Soon)
Fees for Online Complaint Mediation Service:	
File a privacy Complaint against a Trustmark Site:	$1.50 filing fee (this nominal fee helps screen out complaints by minors and frivolous or multiple complaints. **Filing fees are donated to unrelated nonprofit privacy groups**)
Terminate your own privacy Complaint against a web site (e.g., if your case has been resolved):	No Charge
For a Web Site to terminate	No Charge (refusal to mediate is

a Complaint it refuses to mediate:	noted on the site's public Registry Statement)

Need a Software/Web Contract?
Try our other legal site, QuickForm Contracts.
Established 1991and on the web since 1996.
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Tab 12: Comparison of each provision of Section 312.3 through 312.8 to our Guidelines:

FTC Rule/ Description	Corresponding Part of Guidelines
	Note: certain commentary is contained in "[ ]" brackets:
312.3: Unfair or deceptive acts or practices	**Our Eligibility Standards contain the following provision regarding "notice" on the site:**
An operator must (a) provide notice on the website or online service of what information it collects from children, how it uses such information, and its disclosure practices for such information:	**"Your Privacy Policy and Trustmark Should be Accessible to Site Visitors:** You should post your Privacy Policy in a conspicuous location on your Web Site. This gives visitors fair notice of your practices... [see detailed discussion of "link and placement" requirements below]." **Note: All Privacy Policies generated by PrivacyBot are accompanied at no additional charge by:** **(1) a Privacy Practices Summary (HTML table) giving consumers a "quick reference" chart depicting the main content of the Privacy Policy (see Tab 6), and** **(2) a machine-readable version of the Privacy Policy in XML format based on the P3P specification (Tab 6, at end). This will help support next-generation browsers' ability to negotiate privacy preferences at the machine level.**
An operator must (a) provide notice on the website or online service ***of what information it collects from children, how it uses such information, and its disclosure practices for such information:***	**Our Eligibility Standards contain the following provision regarding content of the notice:** **"Your Privacy Policy Should Clearly Disclose Your Practices.** The Privacy Policy... should clearly explain to visitors: • What personal information is collected from site visitors • Why the personal information is collected • How the information will be used by the site • With whom the information may be disclosed • What rights visitors have to access, correct or remove personal information and to opt-

out of any future disclosure of their data
The types of personal information that are addressed by your Policy should include the categories identified in Steps 2-4 of the PrivacyBot Policy Drafting System. [see sample screen shot]."

The following definition is incorporated into the Eligibility Standards from the Children's Act:

"**Personal Information** is defined by the Children's Act as individually identifiable information about the individual collected online, including:

- First and last name;
- Home or other physical address including street name, city, town and zip code
- Email address or other online contact information, including instant messaging user identifier, screen name that reveals an individual's email address;
- Telephone or fax number;
- Social security number
- Persistent identifier, such as a customer number held in a cookie or a processor serial number, where such identifier is associated with individually identifiable information or combinations of information that permit a person to be contacted online;
- Other information concerning the child or its parents that is combined with an identifier

See Steps 2-4 of the PrivacyBot Drafting System for a broader description of the types of personal information that web sites may be collecting. [see sample screen shots]."

Our TOS Provide:

"Sites must bring their privacy practices into actual compliance with the Eligibility Standards and their own Privacy Policy before posting the PrivacyBot Trustmark on the site."

An operator must (b) obtain verifiable parental consent prior to any collection, use, and/or disclosure of personal information from children:

Our Eligibility Standards contain the following provision and definition:

"If you operate a children's site, then you must:

- Provide a written privacy policy on your web site explaining what information is collected from children, how the information will be used and your disclosure practices for such information
- Link the privacy policy in a conspicuous location at your site, including the main

page, any separate entrance to a kids' area and in close proximity to data collection forms

- Obtain verifiable parental consent for the collection, use or disclosure of personal information from children (with limited exceptions described below). The notice to parents should provide at least the same level of disclosure as the sample Notice accompanying your PrivacyBot Policy.
- Allow parents to consent to collection and use of personal information, separately from consenting to disclosure
- Provide parents a simple method, upon request, to see a description of specific types of personal information collected from their child and allow them to obtain such information
- Provide parents a simple method to stop further collection, use or disclosure of previously collected information and to have such information deleted from your records
- Not condition a child's participation in a game, prize or other activity on divulging more personal information than is reasonably needed to participate in such activity
- Use reasonable procedures to protect confidentiality, security and integrity of personal information collected from children.

Verifiable parental consent is **not required** to collect an email address or online contact information from a child if only used to respond directly to the child:

- On a one-time basis to a specific request (provided it is not used to recontact the child and is not maintained in retrievable form)
- More than once within the scope of a specific request (e.g., subscription to an online newsletter); provided, your site makes a reasonable effort before recontacting the child to notify the parent of your Privacy Policy and permit the parent to opt-out)

Verifiable parental consent is **not required** to collect the name or online contact information of a parent or child:

- Solely to notify parents of your Privacy Policy or obtain verifiable parental consent

to your practices (provided such information is deleted if parental consent is not obtained within a reasonable time)

- Solely to protect the safety of a child participating in activities on your Site (provided the information is not disclosed or used for other purposes and you make reasonable effort to notify the parent and permit the parent to opt-out)
- You may also disclose such information to protect the security or integrity of your Site, to guard against liability and to respond to judicial process and law enforcement investigations (provided the information is not disclosed or used for other purposes and you make reasonable effort to notify the parent and permit the parent to opt-out of such uses)

Final regulations implementing the Children's Online Privacy Protection Act have been issued and will become effective on April 21, 2000. For more information, visit the Federal Trade Commission's web site at www.ftc.gov. Your Policy should comply on an ongoing basis with all material requirements of the Act and the Regulations."

"Verifiable Parental Consent" according to the Children's Act, means making any reasonable effort (taking into consideration available technology) to ensure that before personal information is collected from a child, the parent: (a) receives the site's request for consent (including a copy of the Privacy Policy) and (b) authorizes any collection, use and/or disclosure of the personal information.
One challenge in writing the regulations was to find feasible methods to prevent kids simply from impersonating their own parents during the consent process. At least until April, 2002, the regulations permit a "sliding scale" approach that imposes easier consent requirements on less risky activities. For information that will only be used internally by the site, it may rely on email as an effective communication method for obtaining parental consent. However, email notification/consent must be followed by a delayed confirmatory email to the parent and a letter or phone call.
For riskier activities, such as public posting of children's chat messages or disclosure of information to third parties, the regulations require a "print-and-send" letter, a credit card number, a phone call with trained personnel, digital signatures or similarly effective methods. These rules will be revisited as verification technology and services

evolve. If the site's practices materially change, it must obtain new parental consent to any materially different practices. This would include changes occurring as a result of corporate mergers among web sites."

An operator must (c) provide a reasonable means for a parent to review the personal information collected from a child and to refuse to permit its further use or maintenance:

Our Eligibility Standards contain the following requirement:

"Parents should be given a simple method to obtain a description of any personal information collected from their children, to have the data deleted from your records and to opt-out in the future. "

Privacy Policies generated by PrivacyBot contain the following clause:

"We provide reasonable means for parents to review any personal information collected from a child and to refuse to permit further use or maintenance of it."

Both the Privacy Policies <u>and</u> the Sample "Parental Notice" included in our compliance kit, provide the following:

"You can exercise your rights by following these procedures: (***Drafting Note: describe your parental consent and any opt-out procedure here***)."

An operator must (d) not condition a child's participation in a game, the offering of a prize or another activity on the child disclosing more personal information than is reasonably necessary to participate in such activity:

Our Eligibility Standards contain the following requirement. The operator may...

- "Not condition a child's participation in a game, prize or other activity on divulging more personal information than is reasonably needed to participate in such activity"

Privacy Policies generated by PrivacyBot contain the following clause:

"We do not condition a child's participation in a game, the offering of a prize or other activity on the child disclosing more personal information than is reasonably necessary to participate in the activity"

An operator must (e) establish and maintain

Our Eligibility Standards contain the following

reasonable procedures to protect the confidentiality, security and integrity of personal information collected from children:

requirement and definition:

"You Should Implement Reasonable Data Security Measures.
You should implement technical, administrative and operational security measures that are reasonable under the circumstances to protect the confidentiality, security and integrity of any personal information collected from users. Such measures may include:

- Designating a privacy czar responsible for data security issues and notifying employees and trading partners of their responsibilities
- Using nondisclosure agreements (NDA's) with employees and trading partners, as needed (visit the QuickForm Contracts site if you need to draft a Confidentiality Agreement, i.e., NDA)
- Implementing technical protections (e.g., passwords, firewalls, encryption, secure servers and intrusion detection software)
- Operating a physically secure computing environment"

The following definition from the Children's Act is incorporated into the Eligibility Standards:

"**Acceptable Security Methods** according to the Children's Act, include using secure web servers, firewalls, deleting personal information once it is no longer being used, limiting employee access to personal information, training employees and screening third parties to whom data may be disclosed."

Rule 312.4 Notices

(a) General Principles of Notice: All notices... must be clearly and understandably written, be complete and must contain no unrelated, confusing or contradictory materials.

Note: All Privacy Policies generated by PrivacyBot are accompanied at no additional charge by features designed to help consumers understand the content of actual Policies:

(1) a Privacy Practices Summary (HTML table) giving consumers a "quick reference" chart depicting the main content of the Privacy Policy (see Tab 6), and

(2) a machine-readable version of the Privacy Policy in XML format based on the P3P specification (Tab 6, at end). This will help

support next-generation browsers' ability to negotiate privacy preferences at the machine level.

(See Tab 6, Sample Privacy Policy for example).

In addition, our Eligibility Standards contain the following requirement:
"The Privacy Policy must be clearly and understandably written, be complete and contain no unrelated, confusing or contradictory materials "

(b) Notice on the website or online service:

1. Must post link on home page and each area where personal information collected from children; must be clearly labeled, prominent, etc:

Our Eligibility Standards contain the following requirement:

"Your Privacy Policy and Trustmark Should be Accessible to Site Visitors.

You should post your Privacy Policy in a conspicuous location at your Web Site. This gives visitors fair notice of your practices. It should be linked at the main page in a clear and prominent location and at each page where information is collected. If feasible, the Privacy Policy should be linked in a location of your main page that does not require the user to scroll down. The link should be more conspicuous than surrounding links to draw attention to itself (this means it's not sufficient to place a small link at the bottom of the page).

The PrivacyBot Trustmark should also be displayed in a prominent location. When visitors to your Site click on the Trustmark, the PrivacyBot server will fetch the public Registry Statement for your Site. Information in the Registry Statement, including your history of handling privacy complaints, is maintained and displayed in real-time. It is essential that you not cache or reproduce the Registry Statement or otherwise circumvent its normal presentation of fresh data."

2. Content of Notice (Privacy Policy):

Our Eligibility Standards track these requirements (see also, Tab 6, sample PrivacyBot Privacy Policy):

(i) through (iv)

"Content of the Privacy Policy. To be complete, according to the Children's Act, your Privacy Policy must give the following notice:

- The name, phone number and email

address of all web site operators collecting or maintaining personal information from children through the site;

- The types of personal information collected from children and whether the information is collected actively or passively;
- How such information may be used by the site (e.g., fulfilling a requested transaction, recordkeeping, marketing back to the child, or making it publicly available in a chat room or otherwise);
- Whether the personal information is disclosed to third parties and, if so, the types of business in which such third parties are engaged, the general purpose for which the information is used, whether the third parties have agreed to maintain the confidentiality, security and integrity of the information
- That the parent has the option to consent to the collection and use of their child's personal information, without consenting to its disclosure to third parties;
- That the site will not condition the child's participation in a game, prize or other activity on the child divulging more personal information than is reasonably needed to participate in the activity;
- That the parent can review and have deleted the child's personal information and refuse to permit further collection or use of the child's information (and state the procedures for doing so)"

(c) Notice to Parent (to obtain consent):

Our Eligibility Standards reference our sample Notice as the minimum standard:

"The notice to parents should provide at least the same level of disclosure as the sample Notice accompanying your PrivacyBot Policy."

The Sample Notice Provides:

"Notice and Request for Parental Consent to the Online Collection, Use and/or Disclosure of Personal Information of your Child

TO: Parent of (**Child's Name**).

From: _____(Operator)

Web Site: _____
Online Address: _____
Street Address: _____
Telephone: _____

Dear Parent:

Your child wants to use features of our Web Site that involve our collection, use and/or disclosure of personal information about your child.

The Children's Online Privacy Protection Act requires us to show you our Privacy Policy and, with limited exceptions, obtain your consent before we collect, use and/or disclose personal information about your child.

Our Privacy Policy is attached. It explains what information we seek to collect, why we would collect it and our disclosure practices. It explains your right to access, review and manage any information collected from your child. It explains your ability to cancel and require the deletion of information previously collected, our Site's data security practices and other matters.

Please take a moment to review our Privacy Policy. You are under no obligation to consent. If you do not respond, we will assume your consent is denied.

(OPTIONAL CLAUSE IN LIEU OF PRECEDING CLAUSE) Please take a moment to review our Privacy Policy. You are under no obligation to consent. If you do not respond, then with one limited exception, we will assume your consent is denied. Note: We collected your child's email address or online contact information. We did this to deliver requested information, such as a newsletter, that requires more than one response from us. We sometimes collect such information for the child's safety. Use the following procedures to cancel this use (otherwise, we may use it for that limited purpose).

You can exercise your rights by following these procedures:

(**DRAFTING NOTE: describe your parental consent and data management procedures here**)

Thank you for your consideration in this matter.

Sincerely,

_____

enclosure: Our Privacy Policy"

312.5 Parental Consent

(a)(1) Verifiable parental consent required for the notice (privacy policy) and any material change to the notice:

Our Eligibility Standards contain the following requirement that site operators...

"Obtain verifiable parental consent for the collection, use or disclosure of personal information from children (with limited exceptions described below)

Should your privacy practices or applicable law change, you should revise your Policy to keep it current (if you operate a children's site and materially change your practices, you must obtain new verifiable parental consent to use personal information of children for new purposes)."

(a)(2) operator must give parent option to consent to collection/use, without consenting to disclosure:

Our Eligibility Standards require site operators to:

"Allow parents to consent to collection and use of personal information, separately from consenting to disclosure"

Our Privacy Policies contain the following provision (Tab 6):

"A parent consenting to our collection and use of personal information may choose not to consent to any disclosure of it to third parties."

(b) Mechanisms for verifiable parental consent (including transition rule):

Our Eligibility Standards incorporate the following requirement from the Rule:

""**Verifiable Parental Consent**" according to the Children's Act, means making any reasonable effort (taking into consideration available technology) to ensure that before personal information is collected from a child, the parent: (a) receives the site's request for consent (including a copy of the Privacy Policy) and (b) authorizes any collection, use and/or disclosure of the personal information.

One challenge in writing the regulations was to find feasible methods to prevent kids simply from impersonating their own parents during the consent process.

At least until April, 2002, the regulations permit a "sliding scale" approach that imposes easier consent requirements on less risky activities. For information that will only be used internally by the site, it may rely on email as an effective communication method for obtaining parental consent. However, email notification/consent must be followed by a delayed confirmatory email to the parent and a letter or phone call.

For riskier activities, such as public posting of children's chat messages or disclosure of information to third parties, the regulations require a "print-and-send" letter, a credit card number, a phone call with trained personnel, digital signatures or similarly effective methods. These rules will be revisited as verification technology and services evolve. If the site's practices materially change, it must obtain new parental consent to any materially different practices. This would include changes occurring as a result of corporate mergers among web sites."

(c) Exceptions to prior parental consent:

Our Eligibility Standards contain the following provision:

"Verifiable parental consent is **not required** to collect an email address or online contact information from a child if only used to respond directly to the child:

- On a one-time basis to a specific request (provided it is not used to recontact the child and is not maintained in retrievable form)
- More than once within the scope of a specific request (e.g., subscription to an online newsletter); provided, your site makes a reasonable effort before recontacting the child to notify the parent of your Privacy Policy and permit the parent to opt-out)

Verifiable parental consent is **not required** to collect the name or online contact information of a parent or child:

- Solely to notify parents of your Privacy Policy or obtain verifiable parental consent to your practices (provided such information is deleted if parental consent is

not obtained within a reasonable time)

- Solely to protect the safety of a child participating in activities on your Site (provided the information is not disclosed or used for other purposes and you make reasonable effort to notify the parent and permit the parent to opt-out)
- You may also disclose such information to protect the security or integrity of your Site, to guard against liability and to respond to judicial process and law enforcement investigations (provided the information is not disclosed or used for other purposes and you make reasonable effort to notify the parent and permit the parent to opt-out of such uses)"

The Eligibility Standard incorporate the following definition from the Children's Act:

"Reasonable Efforts to Contact the Parent" (according to the Children's Act) include, for purposes of these narrow exceptions, notice by email or regular mail. However, it does not include asking a child to print a notice form or sending an email to the child's address. For the parental consent exceptions to apply, the notice must state: (a) that the child's name or email address was collected to respond to the child's request (or to protect the child's safety, as applicable), (b) a simple method for the parent to opt-out and require deletion of such information, and (c) that the site may use the information for the stated purpose if the parent fails to respond.

Our Privacy Policies contain the following:

"Certain exceptions to the parental consent rule apply. We may collect an email address or other online contact information from a child without parental consent for the sole purpose of responding directly:

- One time to a specific request from the child (we then delete the information from our system).

- More than once to a specific request from the child, such as delivering a newsletter publication. After the initial response, however,

we will make a reasonable effort to notify the parent of their right to cancel such activities at any time.

We may collect a child's name and online contact information (e.g., email address) to help obtain parental consent. We may also collect such information without parental consent if reasonably needed to protect a child's safety, to protect the security or integrity of the Site, to take precautions against liability, or to respond to judicial process or law enforcement inquiries. Information so collected will not be used for any other purpose."

312.6 Right of parent to review personal information provided by child:

Our Eligibility Standards contain the following requirement:

"Parents should be given a simple method to obtain a description of any personal information collected from their children, to have the data deleted from your records and to opt-out in the future. [more specifically]:

- Provide parents a simple method, upon request, to see a description of specific types of personal information collected from their child and allow them to obtain such information
- Provide parents a simple method to stop further collection, use or disclosure of previously collected information and to have such information deleted from your records

(c) Limit on termination rights:

- Not condition a child's participation in a game, prize or other activity on divulging more personal information than is reasonably needed to participate in such activity .....

.....So long as you observe the rule discussed above regulating game/prize situations, you may otherwise terminate access to your Site to a child whose parent won't permit your Site to collect, use or maintain personal information about their child."

312.7 Prohibition against conditioning a child's participation on collection of personal information:

Our Eligibility Standards contain the following prohibition:

[You may....]
"Not condition a child's participation in a game, prize or other activity on divulging more personal information than is reasonably needed to participate in such activity"

312.8 Confidentiality, security and integrity of personal information collected from children:

Our Eligibility Standards contain the following requirement:

"You Should Implement Reasonable Data Security Measures.
You should implement technical, administrative and operational security measures that are reasonable under the circumstances to protect the confidentiality, security and integrity of any personal information collected from users. Such measures may include:

- Designating a privacy czar responsible for data security issues and notifying employees and trading partners of their responsibilities
- Using nondisclosure agreements (NDA's) with employees and trading partners, as needed (visit the QuickForm Contracts site if you need to draft a Confidentiality Agreement, i.e., NDA)
- Implementing technical protections (e.g., passwords, firewalls, encryption, secure servers and intrusion detection software)
- Operating a physically secure computing environment"

Our Eligibility Standards incorporate the following definition:

"**Acceptable Security Methods** ... include using secure web servers, firewalls, deleting personal information once it is no longer being used, limiting employee access to personal information, training employees and screening third parties to whom data may be disclosed."

A. Statement explaining how the guidelines and assessment mechanism comply with the Rule.

PrivacyBot's guidelines are comprised of the:

- Eligibility Standards (requirements for sites joining PrivacyBot)(Tab 2);
- Mediation Rules (consumer redress and mandatory public reporting system)(Tab 4);
- Terms of Service (the terms on which PrivacyBot conducts business)(Tab 5).

These guidelines were patterned after the substantive and procedural requirements of the Rule. Please see the section-by-section analysis in Tab 12 above for detailed comparison.

Our assessment mechanism employs a variety of methods commonly used by seal programs, including various independent mechanisms that the Commission recognized as having merit (see Final Rule, pg. 63):

- Random and targeted "data seeding" exercises
- Requiring the site to execute an Affidavit of Compliance
- Manual audits of site's back-end processes (at the site's expense)
- Reviewing the site's data sharing relationships with third parties
- Suspending or terminating noncompliant sites from the program
- Referring noncompliant sites to the Commission for further inquiry

In addition, we enhance the effectiveness of these mechanisms with our automated consumer redress and public reporting system. As described in Subsection B (below), PrivacyBot operates an online Mediation & Reporting Service that allows consumers having a privacy grievance with a site displaying our Trustmark to file an online complaint against the site.

PrivacyBot orchestrates an online mediation process that uses program incentives to help move the parties toward a private resolution within fixed deadlines. The filing of a complaint and certain unfavorable outcomes are automatically reported on the site's public Registry Statement. This report is presented to anyone clicking the site's Trustmark. In this manner, PrivacyBot enlists the power of the marketplace to help assess actual compliance and to provide an incentive to be a good privacy citizen.

These reports also act as an early warning radar system to help PrivacyBot identify problem sites requiring targeted manual assessments. Improved accuracy in the deployment of manual assessment assets should help reduce the cost of the program. This, in turn, helps achieve wider implementation of baseline privacy practices (Tab 11, Pricing Information).

The assessment mechanism is reinforced to the extent we can make it easy for sites to get into compliance initially and to maintain compliance over time. Indeed, a primary objective of PrivacyBot is to make it much easier and cheaper for web sites to join a self-regulatory seal program in the first instance. Getting web sites "on board" is a vital first step, since research

shows that once a person publicly professes to adopt a system of behavioral rules, there is a strong psychological need to maintain consistency between one's statements and actual behavior (particularly when there are others willing to point out discrepancies).

Our web-based drafting system lets site operators produce a near-custom Privacy Policy in about ten minutes. The substance of the Eligibility Standards is flowed through into the clauses that are assembled into Privacy Policies. The Drafting System stays within the boundaries of the Rule and codes of conduct for non-child sites, while accommodating a wide range of business practices (Tab 6, Sample Privacy Policy). By being proactive and providing tools that make it easier for sites to get into initial compliance, there is less pressure on traditional assessment mechanisms.

We also make it easy for sites that have changed their practices to produce a new Privacy Policy for their site. Site operators can access the online "Account Manager" and quickly use the Drafting System to create a replacement Policy for a nominal price (Tab 11, Pricing Information). Implicit in this price is the cost of our ongoing efforts to maintain and improve the Drafting System and the Policies it generates (including changes to reflect evolving legal requirements). Making it easier to maintain compliance in the face of changing business practices and legal requirements is an important proactive component of our ongoing compliance assessment mechanism.

We endeavored to design a system that produces Privacy Policies in a plain-English format that are readily understood by consumers and yet comply with the detailed requirements of federal law. We also recognize that consumer attention spans are likely to diminish as the page count of a Privacy Policy increases. Since the concept of effective notice is central to COPPA, we looked for ways to help consumers understand quickly the content of Policies. We attacked this problem in two ways:

First, we created a feature that generates a **Privacy Practices Summary** for each Privacy Policy. This is an HTML table that gives consumers a more visual quick reference chart of the site's Privacy Policy (see Sample Privacy Policy, Tab 6).

Second, each Policy is accompanied by a **machine-readable** version in XML format based on the Platform for Privacy Preferences (P3P) specification (see Steps 1-4 of the Drafting System, Tab 7, for the P3P influence). Equipping sites now with machine-readable Policies will accelerate implementation of better privacy practices when next-generation browsers capable of negotiating privacy practices at the machine level are released.

PrivacyBot goes beyond the requirements of the Rule in other ways. Privacy Policies, for example, are accompanied by a sample "Notice of Parental Consent" and commentary. These materials help site operators understand and comply with the parental notice and consent requirements of the Rule (Tab 6, Privacy Policy and sample Notice).

We believe PrivacyBot goes beyond the requirements of the Rule by offering extra features to help web sites get into compliance and help consumers understand Policies and exercise their

rights. An informed consumer will further empower the marketplace to assess and report noncompliance.

Our consumer redress and mandatory public reporting system (discussed next) is an important part of our independent assessment and compliance program.

B. Statement explaining how our assessment mechanism and compliance incentives effectively enforce the Rule:

As discussed above, PrivacyBot provides drafting tools to make it easy for web sites to get into initial compliance and to stay compliant. We employ traditional assessment mechanisms and compliance incentives, such as random and targeted compliance reviews, "data seeding" exercises and audits, and we take remedial action against noncompliant sites. Rule 312.10(b)(2)(i).

In comments to the Proposed Rule, PrivacyBot asked the Commission for clarification as to whether these types of traditional assessment mechanisms and compliance incentives identified in 312.10(b)(2) of the Proposed Rule were exclusive. Commentary to the Final Rule explains:

> "[S]ome commenters believed that the particular assessment mechanisms and compliance incentives listed as options in sections 312.10(b)(2) and 312.10(b)(3), respectively, of the proposed Rule were, in fact, mandatory practices. [footnote: One commenter was concerned that section 312.10(b)(2) could be read to require "manual," but not "automated" means of independently assessing subject operators' compliance with self-regulatory guidelines. PrivacyBot.com (Comment 32)(unpaginated) and (IRFA comment 03) at 2.]
>
> In the NPR, the Commission sought to clarify that these sections set out performance standards and that the listed methods were only suggested means for meeting these standards.... [T]he Rule includes suggested means of meeting their respective performance standards and provide that those performance standards may be satisfied by other means if their effectiveness equals that of the listed alternatives. The Commission believes that the Rule therefore provides the flexibility sought by the commenters." (*see* Final Rule at p. 61-63).

PrivacyBot has created automated assessment mechanisms and compliance incentives to reinforce the traditional mechanisms and incentives **(note: these automated mechanisms are in addition to, and not in lieu of, various traditional means recognized by the Rule as having merit).**

PrivacyBot uses advanced web-based process automation and the power of the marketplace to provide a unified consumer redress and mandatory reporting system, linked to the PrivacyBot Trustmark seal. Our Trustmark is the focal point of this program. Any consumer clicking the Trustmark appearing on a site will be presented a real-time report that includes the site's privacy history with PrivacyBot. The reporting feature, in turn, is linked to an online Mediation Service.

To file a consumer privacy grievance with our Mediation Service, the user clicks the site's Trustmark, then "File a Complaint Against this Site." (Tab 10, Site Registry Statement). PrivacyBot presents an online Complaint Form with certain information about the site already pre-filled. The consumer completes the form and submits it online (Tab 8, Complaint Form).

Note: we charge $1.50 to file a complaint. This discourages complaints by minors and frivolous or multiple complaints that would detract from legitimate grievances. For technical reasons, we cannot yet eliminate the filing fee entirely (unfettered access to our database application would risk "denial of service" and other attacks). We will keep searching for a better alternative. Meanwhile, we will donate the $1.50 filing fees to unrelated nonprofit privacy organizations.

PrivacyBot structures the consumer's grievance into a Notice of Mediation and Complaint (Tab 9, Notice of Mediation and Complaint). It transmits those papers to the web site's official contact. This helps get the Complaint direct, immediate and elevated attention by a responsible person (when a complaint is filed, PrivacyBot automatically reports one "pending" complaint on the site's Registry Statement).

The Mediation Service funnels the parties toward a private resolution within fixed deadlines and imposes consequences for not resolving the matter. The Mediation Period lasts 45 days. It cannot be extended by either party. At 15 and 30 day intervals, PrivacyBot automatically "pings" both parties by email if the proceeding is still pending. It reminds them to try to resolve the matter before the Mediation Period expires.

If the Complaint is resolved, the consumer may access the online "Account Manager" and terminate the proceeding. The "pending" Complaint is automatically removed from the Registry Statement. If the site operator refuses to mediate, it may terminate the proceeding, since mediation is voluntary. However, the refusal is reported automatically on the Registry Statement. If the complaint is not resolved after 45 days, the Registry Statement automatically reports the occurrence of an unresolved complaint (Tab 4, Mediation Rules). As mentioned, these reports are publicly available to anyone clicking the Trustmark (Tab 10, Site Registry Statement).

The mediation and reporting system helps consumers articulate and present their grievance to the appropriate privacy representative at the site (Tab 8, Online Complaint Form; Tab 9, Notice of Mediation and Complaint). The site operator has already agreed to our Mediation Rules and will try to resolve complaints in good faith. The Mediation Rules provide that all communications are "for settlement purposes only" and may not be used in any future legal proceeding. This helps keep communications open between the parties (Tab 4, Mediation Rules).

Receptivity to our alternative dispute resolution (ADR) program, the mandatory public reporting system, imposition of fixed deadlines, and the self-service online "Account Manager" empower the parties and provide incentives to reach a private resolution that makes sense to them.

The mediation system is independent, because its automated processes are not subject to subjective influences or political manipulation. The reports are mandatory because they are

automatically recorded in real-time according to clearly stated objective public procedures. This adds to the integrity of the process.

To be effective, assessment and reporting mechanisms must be accessible. The "Account Manager" feature empowers the parties to manage the mediation using self-service online tools on a 24 x 7 basis. This keeps the parties from being dependent on seal program administrators or manual processes and makes the system accessible and responsive. The Trustmark provides one-click access to the site's history at any time, making fresh reports readily accessible on a self-service basis to anyone in the public marketplace.

The reporting system should help make our traditional assessment and compliance tools more effective. Administrative reports offer an early warning radar system that we can use to identify problem sites requiring closer attention (we can configure our database to send automatic alerts to program administrators). We can make further inquiries and, if warranted, perform a targeted assessment as a condition of membership. As noted, our traditional assessment tools include:

- Targeted "data seeding" exercises
- Requiring the site to execute an Affidavit of Compliance
- Manual audits of site's back-end processes (at the site's expense)
- Reviewing the site's data sharing relationships with third parties
- Noncompliant sites may be suspended or terminated from the program
- Problem cases may be referred to the Commission for further inquiry

We believe the combination of traditional assessment and compliance techniques, when combined with the mediation and reporting system exceed the requirements of the Rule and offer an effective independent assessment, incentive and compliance program. Cost savings associated with our automated processes allow us to price our seal program at a nominal cost ($30 per year). These price savings are additional incentives for web sites to stay compliant with our guidelines (Tab 11, Pricing Information).

As a final observation, the reporting capabilities of PrivacyBot may provide useful macro-level assessment tools. As our compliance database becomes populated over time, we may publish on our web site continuously updated aggregate metric reports showing the state of privacy on the web at large, such as:

- How many complaints were filed against member sites this week?
- How many were filed against children's sites?
- How do complaint rates for children's sites compare to other sites?
- What is the most common type of privacy complaint?
- How many complaints were resolved in mediation?
- What was the average time needed to resolve a complaint?
- Does lengthening (or shortening) the mediation period help resolve complaints?
- Were complaints that were dismissed by consumers resolved on the merits?
- Were consumers satisfied with the resolution of complaints they dismissed?

- Were consumers satisfied with the time needed to resolve their disputes?

These last three reports are supported by data gathered from a consumer survey presented as part of the Complaint dismissal process. These and other aggregate metric reports will help us evaluate the effectiveness of our guidelines, including our assessment mechanisms and compliance incentives. The reports may also provide useful information to researchers and public policy experts (we welcome feedback on additional or different aggregate reports that may help policy experts).