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13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
San Francisco Division

15 UNITED STATES OF AMERICA,

16 Plaintiff,

17 v.

18
19 ROCKYOU, INC.

20 Defendant.
21

E-filing

SI

CV 12 1487

COMPLAINT FOR CIVIL PENALTIES,
PERMANENT INJUNCTION, AND
OTHER RELIEF

22 Plaintiff, the United States of America, acting upon notification and authorization to the
23 Attorney General by the Federal Trade Commission ("FTC" or "Commission"), for its
24 Complaint alleges:

25 1. Plaintiff brings this action under Sections 5(a)(1), 5(m)(1)(A), 13(b), and 16(a) of
26 the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 41-58, 45(a)(1), 45(m)(1)(A),
27 53(b), and 56(a) and Sections 1303(c) and 1306(d) of the Children's Online Privacy Protection
28

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RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

1 Act of 1998 (“COPPA”), 15 U.S.C. §§ 6501-6506, 6502(c) and 6505(d) to obtain monetary civil
2 penalties, a permanent injunction, and other equitable relief for Defendant’s violations of Section
3 5 of the FTC Act and the Commission’s Children’s Online Privacy Protection Rule (“Rule” or
4 “COPPA Rule”), 16 C.F.R. Part 312.

5
6 **JURISDICTION AND VENUE**

7 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a),
8 1345, and 1355, and under 15 U.S.C. §§ 45(m)(1)(A), 53(b), 56(a), and 57b.

9 3. Venue is proper in the Northern District of California under 15 U.S.C. § 53(b)
10 and 28 U.S.C. §§ 1391(b)-(c) and 1395(a).

11 **INTRADISTRICT ASSIGNMENT**

12 4. Defendant RockYou, Inc. has its primary place of business in the county of San
13 Mateo.

14 **SECTION FIVE OF THE FTC ACT**

15 5. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) prohibits unfair and deceptive acts
16 or practices in or affecting commerce.

17 **THE CHILDREN’S ONLINE PRIVACY PROTECTION RULE**

18 6. Congress enacted COPPA in 1998 to protect the safety and privacy of children
19 online by prohibiting the unauthorized or unnecessary collection of children’s personal
20 information online by operators of Internet websites or online services. COPPA directed the
21 Commission to promulgate a rule implementing COPPA. The Commission promulgated the
22 Children’s Online Privacy Protection Rule, 16 C.F.R. Part 312, on November 3, 1999 under
23 Section 1303(b) of COPPA, 15 U.S.C. § 6502(b), and Section 553 of the Administrative
24 Procedure Act, 5 U.S.C. § 553. The Rule went into effect on April 21, 2000.

25
26 7. The Rule applies to any operator of a commercial website or online service, or
27 portion thereof, directed to children that collects, uses, and/or discloses personal information
28

1 from children, and to any operator of a commercial website or online service that has actual
2 knowledge that it collects, uses, and/or discloses personal information from children. Among
3 other things, the Rule requires a subject website operator to meet specific requirements prior to
4 collecting online, using, or disclosing personal information from children, including, but not
5 limited to:

- 6 a. Posting a privacy policy on its website or online service providing clear,
7 understandable, and complete notice of its information practices,
8 including what information the website operator collects from children
9 online, how it uses such information, its disclosure practices for such
10 information, and other specific disclosures set forth in the Rule;
- 11 b. Providing clear, understandable, and complete notice of its information
12 practices, including specific disclosures, directly to parents when required
13 by the Rule;
- 14 c. Obtaining verifiable parental consent prior to collecting, using, and/or
15 disclosing personal information from children;
- 16 d. Giving parents the option to consent to the collection and internal use of
17 their children's personal information without consenting to the disclosure
18 of that information to third parties;
- 19 e. Providing a reasonable means for parents to review the personal
20 information collected from their children and to refuse to permit its further
21 use or maintenance; and
- 22 f. Establishing and maintaining reasonable procedures to protect the
23 confidentiality, security, and integrity of personal information collected
24 from children.
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1 8. Pursuant to Section 1303(c) of COPPA, 15 U.S.C. § 6502(c), and Section
2 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the Rule constitutes an unfair or
3 deceptive act or practice in or affecting commerce, in violation of Section 5(a)(1) of the FTC
4 Act, 15 U.S.C. § 45(a)(1).

5
6 **DEFENDANT**

7 9. Defendant RockYou, Inc. (“RockYou”), is a Delaware corporation. Defendant
8 maintains offices in Redwood City, California and transacts or has transacted business in the
9 Northern District of California. From at least 2006, Defendant has operated a website or online
10 service that is transmitted and accessible worldwide on the Internet.

11 **COMMERCE**

12 10. The acts and practices of Defendant alleged in this Complaint have been in or
13 affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

14 **DEFENDANT’S PRACTICES REGARDING INFORMATION SECURITY**

15 11. Since at least 2006, Defendant has provided services to consumers online through
16 the website RockYou.com as well as various social networking websites.

17 12. From 2006 through at least 2010, Defendant operated a website which allowed
18 users to develop content. To allow users to publish the content, Defendant created
19 individualized software (“a widget”) that consumers could cut and paste onto their personal
20 RockYou.com page and on social networking websites. Among the widgets available on
21 Defendant’s website during this time period was a slideshow utility that allowed users to upload
22 photos from their computers or the web, add captions, and choose music. Users could share the
23 resulting slideshows on Defendant’s website and elsewhere.

24 13. Users were not required to register to access Defendant’s widget programs.
25 However, users could register in order to save content uploaded to the RockYou website for later
26 retrieval and editing. To register, Defendant required users to provide a valid email address and
27
28

1 password for that email address. The registration form also requested users to select a birth year
2 and gender and provide a zip code and country. Upon completion of the registration fields,
3 Defendant would send a welcome email containing an activation link. Upon return to the
4 RockYou website, the user was prompted to change the RockYou password from the email
5 address password previously provided. While users were required to enter a “new” password,
6 they were not required to change it and could re-enter their email address password to use as a
7 RockYou password. RockYou stored these email addresses and RockYou passwords in clear
8 text.
9

10 14. RockYou’s practices posed a significant risk of harm to consumers. First,
11 RockYou exposed the RockYou user accounts to account takeover by storing the RockYou
12 passwords in clear text, allowing unauthorized access to private data stored in RockYou
13 accounts, such as photographs. Second, RockYou’s practices created the risk of unauthorized
14 access to users’ email accounts. RockYou’s practice of initially collecting email account
15 passwords and storing them in clear text, even temporarily, created the risk of unauthorized
16 access to such passwords and, therefore, to users’ email accounts. Moreover, it is commonly
17 known that users often reuse passwords for different accounts. Indeed, RockYou’s practice of
18 asking users to submit their email password and then asking them to create a RockYou password
19 may have increased the likelihood that users would use the same password for both accounts.
20 Given that many consumers used the same passwords for both accounts, RockYou’s practice of
21 storing RockYou account passwords in clear text with users’ email addresses increased the
22 likelihood that, if intruders gained access to users’ RockYou passwords, many users’ email
23 accounts also would be exposed to unauthorized access.
24

25 15. Since at least February 2006, Defendant has disseminated or caused to be
26 disseminated a privacy policy on its website, including but not necessarily limited to the attached
27 Exhibit A, containing the following statements:
28

1 RockYou! uses commercially reasonable physical, managerial, and technical safeguards
2 to preserve the integrity and security of your personal information. We cannot, however,
3 ensure or warrant the security of any information you transmit to RockYou! and you do
4 so at your own risk. Once we receive your transmission of information, RockYou!
5 makes commercially reasonable efforts to ensure the security of our systems. However,
6 please note that this is not a guarantee that such information may not be accessed,
7 disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial
8 safeguards. (Exhibit A, www.rockyou.com Privacy Policy, February 13, 2006)

9 16. Contrary to its representations that it provided reasonable safeguards to protect its
10 users' information, Defendant failed to take reasonable measures to do so by, among other
11 things:

- 12 a. unnecessarily collecting personal information from consumers in the form
13 of email address passwords;
- 14 b. storing user's RockYou passwords, with associated email addresses, in
15 clear text;
- 16 c. failing to segment its servers; once a hacker entered Defendant's network
17 he or she was able to access all information on the network, including
18 consumers' email addresses and RockYou passwords;
- 19 d. not protecting its website from such commonly known or reasonably
20 foreseeable attacks from third parties attempting to obtain access to
21 customer information stored in Defendant's databases. Defendant failed,
22 for example, to address vulnerabilities in its system to web-based
23 application attacks such as "Structured Query Language" (SQL) injection
24 attacks and "Cross-Site Scripting" (XSS) attacks. During the relevant
25 period, SQL injection and XSS attacks were well-known and
26 well-publicized forms of hacking attacks, and solutions to prevent such
27 attacks were readily-available and inexpensive.
28

1 17. As a result of the failures described in Paragraph 16, an unauthorized individual
2 or individuals obtained access to consumers' personal information, including approximately 32
3 million email addresses and RockYou passwords, allowing for access to RockYou accounts,
4 including photographs and other items consumers elected to keep private.

5 **DEFENDANT'S PRACTICES REGARDING COLLECTION OF INFORMATION**
6 **FROM CHILDREN UNDER THE AGE OF 13**

7 18. Defendant's website was intended for a general audience, but also attracted a
8 significant number of children.

9 19. As discussed in Paragraph 13, consumers were not required to register to use
10 Defendant's website widget services. However, when a user registered, he was required to
11 provide a valid email address and the associated password, and was requested to select his birth
12 year from a drop-down screen. Registrants could also provide gender, zip code, and country
13 information.

14 20. From approximately December 2008 through January 2010, Defendant accepted
15 registrations from children under the age of 13. During this time period, it collected email
16 addresses and associated passwords, along with birth year, sex, zip code, and/or country
17 information, from approximately 179,000 children under age 13. Defendant, therefore, was an
18 "operator" as defined in the Rule.

19 21. A child who registered at Defendant's website also was able to create a personal
20 profile and upload content, including photographs. A registered child could also post comments
21 on others' slide shows and others could post comments on his slideshows.

22 22. Defendant's online privacy policy stated in pertinent part:

23 Our Commitment to Children's Privacy:
24 Protecting the privacy of young children is especially important. For that reason,
25 RockYou! does not knowingly collect or maintain personally identifiable information or
26 non-personally-identifiable information on the RockYou! Sites from persons under 13
27 years of age, and no part of our website is directed to persons under 13. If you are under
28 13 years of age then please do not use or access the RockYou! Sites at any time or in any
manner. If RockYou! learns that personally identifiable information of persons under 13

1 years of age has been collected on the RockYou! Sites without verified parental consent,
2 then RockYou! will take appropriate steps to delete this information. Exhibit A (Privacy
3 Policy).

4 23. Contrary to the statements made in Defendant's privacy policy, as set forth in
5 Paragraph 22 above, Defendant knowingly collected, and did not delete, children's personal
6 information and enabled children to publicly disclose their personal information through
7 personal profile pages and public slideshows.

8 24. Defendant's online notice of its information practices did not clearly, completely,
9 or accurately disclose all of Defendant's information collection, use, and disclosure practices for
10 children, as required by the Rule.

11 25. Defendant did not take the steps required by the Rule to provide parents with a
12 direct notice of its information practices prior to collecting, using, or disclosing children's
13 personal information.

14 26. Defendant did not take the steps required by the Rule to obtain verifiable consent
15 from parents prior to collecting, using, or disclosing children's personal information.

16 27. In approximately 179,000 instances, Defendant knowingly collected, used, and/or
17 disclosed personal information from children in violation of the Children's Online Privacy
18 Protection Rule.

19 28. Defendant did not establish and maintain reasonable procedures to protect the
20 confidentiality, security, and integrity of personal information collected from children.
21

22 **COUNT I**
23 **DEFENDANT'S VIOLATIONS OF THE FTC ACT**
24 **IN CONNECTION WITH DATA SECURITY**

25 29. Through the means described in Paragraph 15, Defendant represented, expressly
26 or by implication, that it implemented reasonable and appropriate measures to protect against
27 unauthorized access to the personal information it obtained from customers.

28 30. In truth and in fact, as set forth in Paragraph 16, Defendant did not implement

1 reasonable and appropriate measures to protect against unauthorized access to the personal
2 information it obtained from customers. Therefore, the representation set forth in Paragraph 15
3 was false or misleading and constituted a deceptive act or practice in violation of Section 5(a) of
4 the FTC Act, 15 U.S.C. § 45(a).

5
6 **COUNT II**
7 **DEFENDANT'S VIOLATIONS OF THE CHILDREN'S**
8 **ONLINE PRIVACY PROTECTION RULE**

9 31. For purposes of Counts II and III and the paragraphs referenced therein, the terms
10 "child," "collects," "collection," "Commission," "delete," "disclosure," "Internet," "online
11 contact information," "operator," "parent," "person," "personal information," "third party,"
12 "verifiable consent," and "website or online service directed to children," are defined as those
13 terms are defined in Section 312.2 of the Rule, 16 C.F.R. § 312.2.

14 32. Since 2006, Defendant has operated a website or online services through which it
15 collected, with actual knowledge, personal information from children under age 13.

16 33. In numerous instances, in connection with the acts and practices described above,
17 Defendant collected, used, and/or disclosed personal information from children in violation of
18 the Rule, including by:

- 19 a. Failing to provide sufficient notice on its website or online services of the
20 information it collects online from children, how it uses such information,
21 its disclosure practices, and all other required content, in violation of
22 Section 312.4(b) of the Rule, 16 C.F.R. § 312.4(b);
- 23 b. Failing to provide direct notice to parents of the information Defendant
24 collects online from children, how it uses such information, its disclosure
25 practices, and all other required content, in violation of Section 312.4(c) of
26 the Rule, 16 C.F.R. § 312.4(c);
- 27 c. Failing to obtain verifiable parental consent before any collection, use,
28

1 and/or disclosure of personal information from children, in violation of
2 Section 312.5 of the Rule, 16 C.F.R. § 312.5(a)(1); and,

- 3 d. Failing to establish and maintain reasonable procedures to protect the
4 confidentiality, security, and integrity of personal information collected
5 from children, in violation of Section 312.8 of the Rule, 16 C.F.R.
6 § 312.8.
7

8 Therefore, Defendant has violated the Children's Online Privacy Protection Rule, 16 C.F.R. Part
9 312.

10 **COUNT III**
11 **DEFENDANT'S VIOLATIONS OF THE FTC ACT IN CONNECTION WITH**
12 **COLLECTION AND RETENTION OF PERSONAL INFORMATION FROM**
13 **CHILDREN**

13 34. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive acts
14 or practices in or affecting commerce." Misrepresentations constitute deceptive acts or practices
15 prohibited by Section 5(a) of the Act.

16 35. Through the statements made in the privacy policy referenced in Paragraph 22
17 above, Defendant represented, expressly or by implication, that it: (a) did not knowingly collect
18 or maintain personal information from children under 13; and, (b) would delete any personal
19 information that it learns it has collected from children.

20 36. In truth and in fact, as set forth in Paragraph 23 above, Defendant knowingly
21 collected, and did not delete, personal information from children under 13. Therefore, the
22 representations set forth in Paragraph 35 above were false and misleading and constitute
23 deceptive acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).
24

25 **THE COURT'S POWER TO GRANT RELIEF**

26 37. Defendant violated the Rule as described above with the knowledge required by
27 Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A).

28 38. Each collection, use, or disclosure of a child's personal information in which

1 Defendant violated the Rule in one or more of the ways described above, constitutes a separate
2 violation for which Plaintiff seeks monetary civil penalties.

3 39. Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), as modified by
4 Section 4 of the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, and
5 Section 1.98(d) of the FTC's Rules of Practice, 16 C.F.R. § 1.98(d), authorizes this Court to
6 award monetary civil penalties of not more than \$11,000 for each such violation of the Rule
7 prior to February 10, 2009 and not more than \$16,000 for each such violation of the Rule on or
8 after February 10, 2009.
9

10 40. Under Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), this Court is authorized
11 to issue a permanent injunction against Defendant's data security and COPPA violations of the
12 FTC Act, as well as such ancillary relief as may be just and proper.

13 PRAYER

14 WHEREFORE, plaintiff United States of America, pursuant to Sections 5(a)(1),
15 5(m)(1)(A), 13(b) and 16(a) of the FTC Act, 15 U.S.C. §§ 45(a)(1), 45(m)(1)(A), 53(b) and
16 56(a), and the Court's own equitable powers, requests that the Court:
17

- 18 (1) Enter a permanent injunction to prevent future violations of the FTC Act with
19 respect to the security of consumers' personal information;
- 20 (2) Enter a permanent injunction to prevent future violations of the FTC Act and the
21 COPPA Rule by Defendant;
- 22 (3) Award Plaintiff monetary civil penalties from Defendant for each violation of the
23 Rule alleged in this Complaint; and
- 24 (4) Award such other and additional relief as the Court may determine to be just and
25 proper.
26
27
28

1 DATED: March 26, 2012

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EXHIBIT A



RockYou! Privacy Policy

RockYou! recognizes that its customers, visitors, users, and others who use <http://www.RockYou.com> or other web sites owned or operated by RockYou! (the "RockYou! Sites") (collectively or individually "Users") value their privacy. This Privacy Policy details important information regarding the use and disclosure of User information collected on the RockYou! Sites. RockYou! provides this Privacy Policy to help you make an informed decision about whether to use or continue using the RockYou! Sites.

This Privacy Policy is incorporated into and is subject to the RockYou! Terms of Use. Your use of the RockYou! Sites and any personal information you provide on the RockYou! Sites remain subject to the terms of this Privacy Policy and our Terms of Use.

Please note that any image, video, or other content posted at the direction of Users onto the RockYou! Sites becomes published content and is not considered personally identifiable information subject to this Privacy Policy.

The Information RockYou! Collects:

User Provided Information: You provide certain personally identifiable information (such as your name and email address) to RockYou! when choosing to participate in various activities on the RockYou! Sites such as uploading images and captions, uploading videos, posting messages in our forums or in the video comments section, entering contests or sweepstakes, taking advantage of promotions, responding to surveys, or subscribing to newsletters or other mailing lists.

Cookies Information: When you visit the RockYou! Sites, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. RockYou! uses both session cookies and persistent cookies. A persistent cookie remains on your hard drive after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the site. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the RockYou! Sites may not function properly if the ability to accept cookies is disabled.

Log File Information: Log file information is automatically reported by your browser each time you view a web page. When you register with or view the RockYou! Sites, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and one or more cookies that may uniquely identify your browser.

Clear Gifs Information: When you use the RockYou! Sites, we may employ clear gifs (a.k.a. Web Beacons) which are used to track the online usage patterns of our Users anonymously. No personally identifiable information from your RockYou! account is collected using these clear gifs. In addition, we may also use clear gifs in HTML-based emails sent to our Users to track which emails are opened by recipients. The information is used to enable more accurate reporting, improve the effectiveness of our marketing, and make RockYou! Site better for our Users.

The Way RockYou! Uses Information:

If you submit personally identifiable information to us through the RockYou! Sites, then we use your personal information to operate, maintain, and provide to you the features and functionality of the RockYou! Sites.

Any personal information or content that you voluntarily disclose online (on discussion boards, in messages and chat areas, within your public profile page, etc.) becomes publicly available and can be collected and used by others. Your display name (not your email address) may be displayed to other Users when you upload images or videos or send messages through the RockYou! Sites and other Users can contact you through messages and comments. Any images, captions, videos or other content that you submit to the RockYou! Sites may be redistributed through the Internet and other media channels, and may be viewed by the general public.

We may use your email address for non-marketing or administrative purposes (such as notifying you of major RockYou! Site changes, new messages in your inbox, or for customer service purposes). We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous User usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the RockYou! Sites and to create new features, promotions, functionality, and services by storing, tracking, and analyzing User preferences and trends.

We use cookies, clear gifs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the RockYou! Sites; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors and traffic; (e) track your entries, submissions, and status in promotions, sweepstakes, and contests; (f) diagnose or fix technology problems reported by our Users or engineers that are associated with the IP addresses controlled by a specific web company or ISP; and (g) access you information after you sign in.

When RockYou! Discloses Information:

We provide personally identifiable information and non-personally-identifiable information to our subsidiaries, affiliated companies, or other businesses or persons for the purpose of processing such information on our behalf. We require that these parties agree to process such information in compliance with our privacy policy, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures.

We do share non-personally-identifiable information (such as anonymous User usage data, referring / exit pages and URLs, platform types, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the RockYou! Sites. RockYou! May share personally-identifiable information and/or non-personally-identifiable information with third party-affiliates and business partners for the purpose of offering greater functionality and enhanced services through RockYou! or other sites, and for the purpose of communicating these services to you.

We may release personally identifiable information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with state and federal laws (such as U.S. Copyright Law) or respond to a court order, subpoena, or search warrant.

It may be necessary to share information in order to investigate, prevent, or take action regarding suspected or actual illegal activities, including but not limited to, fraud, potential threats to public safety or the physical safety of any person, violations of our Terms of Use, or as otherwise permitted by law.

RockYou! also reserves the right to disclose personally identifiable information and/or non-personally identifiable information that RockYou! believes, in good faith, is appropriate or necessary to enforce our Terms of Use, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of our the RockYou! Sites, and to exercise or protect the rights, property, or personal safety of RockYou!, our Users or others.

Your Choices:

You may, of course, decline to submit personally identifiable information through the RockYou! Sites, in which case RockYou! may not be able to provide certain services to you. You may update or correct your personal profile information and email preferences at any time by visiting your account profile page. Please note that media files uploaded by Users to the RockYou! Sites cannot be removed and remain subject to our Terms of Use.

To protect your privacy and security, we take reasonable steps (such as requesting a unique password) to verify your identity before granting you profile access or making corrections. You are responsible for maintaining the secrecy of your unique password and account information at all times.

Please contact RockYou! with any questions or comments about this Privacy Policy at support@rockyou.com

Third-party Advertisers, Links to Other Sites:

RockYou! allows other companies, called third-party ad servers or ad networks, to serve advertisements within the RockYou! Sites. These third-party ad servers or ad networks use technology to send, directly to your browser, the advertisements and links that appear on the RockYou! Sites. They automatically receive your IP address when this happens. They may also use other technologies (such as cookies, JavaScript, or Web Beacons) to measure the effectiveness of their advertisements and to personalize the advertising content.

RockYou! does not provide any personally identifiable information to these third-party ad servers or ad networks without your consent. However, please note that if an advertiser asks RockYou! to show an advertisement to a certain audience (for example, men ages 18-34) or audience segment (for example, men ages 18-24 who have viewed certain channels of content) and you respond to that advertisement, the advertiser or ad-server may conclude that you fit the description of the audience they are trying to reach.

You should consult the respective privacy policies of these third-party ad servers or ad networks. The RockYou! privacy policy does not apply to, and we cannot control the activities of, such other advertisers or web sites.

Currently, RockYou! has relationships with the following third-party ad servers or ad networks:

Google, Inc. (<http://www.google.com/privacypolicy.html>) AdBrite, Inc. (<http://www.adbrite.com/mb/privacy.php>)

Our Commitment To Data Security:

RockYou! uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to RockYou! and you do so at your own risk. Once we receive your transmission of information, RockYou! makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

If RockYou! learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. RockYou! may post a notice on the RockYou! Sites if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive a free written notice of a security breach (or to withdraw your consent from receiving electronic notice) you should notify us using this contact form.

Our Commitment To Children's Privacy:

Protecting the privacy of young children is especially important. For that reason, RockYou! does not knowingly collect or maintain personally identifiable information or non-personally-identifiable information on the RockYou! Sites from persons under 13 years of age, and no part of our website is directed to persons under 13. If you are under 13 years of age, then please do not use or access the RockYou! Sites at any time or in any manner. If RockYou! learns that personally identifiable information of persons under 13 years of age has been collected on the RockYou! Sites without verified parental consent, then RockYou! will take the appropriate steps to delete this information.

We recommend that minors over the age of 13 ask their parents or guardians for permission before sending any personal information to anyone over the Internet.

International Users:

The RockYou! Sites are hosted in the United States and are intended for and directed to Users in the United States. If you are a User accessing the RockYou! Sites from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the RockYou! Sites, which are governed by U.S. law, this Privacy Policy, and our Terms of Use, you are transferring your personal information to the United States and you consent to that transfer.

In the Event of Merger, Sale, or Bankruptcy:

In the event that RockYou! is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from our Users as part of such merger, acquisition, sale, or other change of control. In the unlikely event of our bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors, or the application of laws or equitable principles affecting creditors' rights generally, we may not be able to control how your personal information is treated, transferred, or used.

Changes and Updates to This Privacy Policy:

ROCKYOU-000046

This Privacy Policy may be revised periodically and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes. In general, we only use your personal information in the manner described in the Privacy Policy in effect when we received the personal information you provided. Your continued use of the RockYou! Sites constitutes your agreement to this Privacy Policy and any future revisions.

For revisions to this Privacy Policy that may be materially less restrictive on our use or disclosure of the personal information you have already provided to us, we will attempt to obtain your consent before implementing such revisions with respect to such information.

Date Last Modified:

This Privacy Policy was last modified February 13, 2006.

Contact Information:

Please contact RockYou! with any questions or comments about this Privacy Policy or the RockYou! Sites by emailing support@rockyou.com.