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UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Maureen K. Ohlhausen, Acting Chairman**
Terrell McSweeny

In the Matter of **TELOMERASE ACTIVATION SCIENCES, INC., a corporation; and** **NOEL THOMAS PATTON, individually and as an officer of TELOMERASE ACTIVATION SCIENCES, INC.**	**DECISION AND ORDER** **DOCKET NO. C- 4644**

DECISION

The Federal Trade Commission ("Commission") initiated an investigation of certain acts and practices of the Respondents named in the caption. The Commission's Bureau of Consumer Protection ("BCP") prepared and furnished to Respondents a draft Complaint. BCP proposed to present the draft Complaint to the Commission for its consideration. If issued by the Commission, the draft Complaint would charge the Respondents with violation of the Federal Trade Commission Act.

Respondents and BCP thereafter executed an Agreement Containing Consent Order ("Consent Agreement"). The Consent Agreement includes: 1) statements by Respondents that they neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Decision and Order, and that only for purposes of this action, they admit the facts necessary to establish jurisdiction; and 2) waivers and other provisions as required by the Commission's Rules.

The Commission considered the matter and determined that it had reason to believe that Respondents have violated the Federal Trade Commission Act, and that a Complaint should issue stating its charges in that respect. The Commission accepted the executed Consent Agreement and placed it on the public record for a period of 30 days for the receipt and consideration of public comments. The Commission duly considered the comment received from an interested person pursuant to Commission Rule 2.34, 16 C.F.R. § 2.34. Now, in further conformity with the procedure prescribed in Commission Rule 2.34, the Commission issues its Complaint, makes the following Findings, and issues the following Order:

Findings

1. The Respondents are:

    a. Respondent Telomerase Activation Sciences, Inc., is a Delaware corporation with its principal office or place of business at 420 Lexington Avenue, Suite 2900, New York, NY 10170.

    b. Respondent Noel Thomas Patton is the founder, Chairman, CEO, and majority owner of the Corporate Respondent, Telomerase Activation Sciences, Inc. Individually or in concert with others, he formulates, directs, or controls the policies, acts, or practices of Telomerase Activation Sciences, Inc. His principal office or place of business is the same as that of Telomerase Activation Sciences, Inc.

2. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondents, and the proceeding is in the public interest.

ORDER

Definitions

For purposes of this Order, the following definitions apply:

A. "Clearly and conspicuously" means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

    1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure ("triggering representation") is made through only one means.

    2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

    3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

    4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

5. On a product label, the disclosure must be presented on the same display panel as the representation that requires the disclosure appears.

6. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the triggering representation appears.

7. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

8. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

9. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, "ordinary consumers" includes reasonable members of that group.

B. "Close proximity" means that the disclosure is very near the triggering representation. For example, a disclosure made through a hyperlink, pop-up, interstitial, or other similar technique is not in close proximity to the triggering representation.

C. "Cosmetic" means: (a) articles to be rubbed, poured, sprinkled, or sprayed on, introduced into, or otherwise applied to the human body or any part thereof intended for cleansing, beautifying, promoting attractiveness, or altering the appearance, and (b) articles intended for use as a component of any such article; except that such term shall not include soap.

D. "Covered product" means TA-65MD® and TA-65® for Skin or any other drug, food, dietary supplement, or cosmetic.

E. "Dietary supplement" means:

1. any product labeled as a dietary supplement or otherwise represented as a dietary supplement; or

2. any pill, tablet, capsule, powder, softgel, gelcap, liquid, or other similar form containing one or more ingredients that are a vitamin, mineral, herb or other botanical, amino acid, probiotic, or other dietary substance for use by humans to supplement the diet by increasing the total dietary intake, or a concentrate, metabolite, constituent, extract, or combination of any ingredient described above, that is intended to be ingested, and is not represented to be used as a conventional food or as a sole item of a meal or the diet.

F. "Drug" means: (a) articles recognized in the official United States Pharmacopoeia, official Homoeopathic Pharmacopoeia of the United States, or official National Formulary, or any supplement to any of them; (b) articles intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or other animals; (c) articles (other than food) intended to affect the structure or any function of the body of humans or other animals; and (d) articles intended for use as a component of

any article specified in (a), (b), or (c); but does not include devices or their components, parts, or accessories.

G. "Essentially equivalent product" means a product that contains the identical ingredients, except for inactive ingredients (e.g., inactive binders, colors, fillers, excipients), in the same form and dosage, and with the same route of administration (e.g., orally, sublingually), as the covered product; *provided that* the covered product may contain additional ingredients if reliable scientific evidence generally accepted by experts in the field indicates that the amount and combination of additional ingredients are unlikely to impede or inhibit the effectiveness of the ingredients in the essentially equivalent product.

H. "Food" means: (a) any article used for food or drink for humans or other animals; (b) chewing gum; and (c) any article used for components of any such article.

I. "Licensee" means any person licensed, or otherwise authorized, by Respondents to advertise, market, or sell any covered product.

J. "Licensee-Patient Relationship" means the relationship between a licensee and an individual when the licensee affirmatively has provided a medical or healthcare service to that individual by examining, diagnosing, treating, or agreeing to examine, diagnose, or treat such individual.

K. "Person" means a natural person, an organization, or other legal entity, including a corporation, partnership, sole proprietorship, limited liability company, association, cooperative, or any other group or combination acting as an entity.

L. "Respondents" means the Corporate Respondent and the Individual Respondent, individually, collectively, or in any combination.

1. "Corporate Respondent" means Telomerase Activation Sciences, Inc., , and its successors and assigns.

1. "Individual Respondent" means Noel Thomas Patton.

Provisions

I. Prohibited Representations: Disease and Other Specific Health Claims

IT IS ORDERED that Respondents, Respondents' officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promoting, offering for sale, sale, or distribution of any covered product, must not make any representation, expressly or by implication, that such product:

A. Reverses human aging;

B. Prevents or repairs DNA damage;

C. Restores aging immune systems;

D. Increases bone density;

E. Reverses the effects of aging, including:
   1. Improves skin elasticity;
   2. Increases energy and endurance; or
   3. Improves vision;

F. Decreases recovery time of the skin after medical procedures;

G. Prevents or reduces the risk of cancer; or

H. Cures, mitigates, or treats any disease,

unless the representation is non-misleading, including that, at the time such representation is made, Respondents possess and rely upon competent and reliable scientific evidence that substantiates that the representation is true. For purposes of this Provision, "competent and reliable scientific evidence" means human clinical testing of the covered product, or of an essentially equivalent product, that is sufficient in quality and quantity, based on standards generally accepted by experts in the relevant disease, condition, or function to which the representation relates, when considered in light of the entire body of relevant and reliable scientific evidence, to substantiate that the representation is true. Such testing must (1) be randomized, double-blind, and placebo-controlled; and (2) be conducted by researchers qualified by training and experience to conduct such testing. In addition, all underlying or supporting data and documents generally accepted by experts in the field as relevant to an assessment of such testing as described in the Provision entitled Preservation of Records Relating to Competent and Reliable Human Clinical Tests or Studies must be available for inspection and production to the Commission. Respondents will have the burden of proving that a product satisfies the definition of an essentially equivalent product.

II. Prohibited Representations
Other Health-Related Claims or Safety

IT IS FURTHER ORDERED that Respondents, Respondents' officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promoting, offering for sale, sale, or distribution of any covered product, must not make any representation, other than representations covered under the Provision titled Prohibited Representations: Disease and Other Specific Health Claims, expressly or by implication, about the health benefits, performance, efficacy, safety, or side effects of such product, unless the representation is non-misleading, including that, at the time such representation is made, Respondents possess and rely upon competent and reliable scientific

evidence that is sufficient in quality and quantity based on standards generally accepted by experts in the relevant disease, condition, or function to which the representation relates, when considered in light of the entire body of relevant and reliable scientific evidence, to substantiate that the representation is true. For purposes of this Provision, "competent and reliable scientific evidence" means tests, analyses, research, or studies (1) that have been conducted and evaluated in an objective manner by experts in the relevant disease, condition, or function to which the representation relates; (2) that are generally accepted by such experts to yield accurate and reliable results; and (3) that are randomized, double-blind, and placebo-controlled human clinical testing of the covered product, or of an essentially equivalent product, when such experts would generally require such human clinical testing to substantiate that the representation is true. In addition, when such tests or studies are human clinical tests or studies, all underlying or supporting data and documents generally accepted by experts in the field as relevant to an assessment of such testing as described in the Provision of this Order entitled Preservation of Records Relating to Competent and Reliable Human Clinical Tests or Studies must be available for inspection and production to the Commission. Respondents will have the burden of proving that a product satisfies the definition of essentially equivalent product.

III. Prohibited Misrepresentations: Regarding Tests, Studies, or Other Research

IT IS FURTHER ORDERED that Respondents, Respondents' officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promoting, offering for sale, sale, or distribution of any product must not:

A. Make any misrepresentation, expressly or by implication, that any covered product is:
   1. Clinically or scientifically proven to reverse human aging;
   2. Clinically or scientifically proven to prevent or repair DNA damage;
   3. Clinically or scientifically proven to restore aging immune systems; or
   4. Clinically or scientifically proven to increase bone density;

B. Make any misrepresentation, expressly or by implication, that the performance or benefits of any product are scientifically or clinically proven or otherwise established; or

C. Make any misrepresentation, expressly or by implication, about the existence, contents, validity, results, conclusions, or interpretations of any test, study, or other research.

IV.
FDA Approved Claims

IT IS FURTHER ORDERED that nothing in this Order prohibits Respondents, Respondents' officers, agents, and employees, or all other persons in active concert or participation with any of them from:

A. For any drug, making a representation that is approved in labeling for such drug under any tentative final or final monograph promulgated by the Food and Drug Administration, or under any new drug application approved by the Food and Drug Administration; and

B. For any product, making a representation that is specifically authorized for use in labeling for such product by regulations promulgated by the Food and Drug Administration pursuant to the Nutrition Labeling and Education Act of 1990 or permitted under Sections 303-304 of the Food and Drug Administration Modernization Act of 1997.

V. Prohibited Misrepresentations:
Paid Commercial Advertising

IT IS FURTHER ORDERED that Respondents, Respondents' officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the marketing, advertising, or promoting of any product, service, or program must not make any misrepresentation, expressly or by implication, that paid commercial advertising is independent programming, including independent, educational programming.

VI. Required Disclosures:
Material Connections

IT IS FURTHER ORDERED that Respondents, Respondents' officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promoting, offering for sale, sale, or distribution of any covered product must not make any representation, expressly or by implication, about any user, consumer, or endorser of such product without disclosing, clearly and conspicuously, and in close proximity to that representation, any unexpected material connection between such endorser and (1) any Respondent; or (2) any other individual or entity affiliated with the product. For purposes of this Provision, "unexpected material connection" means any relationship that might materially affect the weight or credibility of the testimonial or endorsement and that would not reasonably be expected by consumers.

VII. Prohibited Misrepresentations: Endorsements

IT IS FURTHER ORDERED that Respondents, Respondents' officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promoting, offering for sale, sale, or distribution of any covered product, must not make any misrepresentation, expressly or by implication, about the status of any endorser or person providing a review of the product, including a misrepresentation that the endorser or reviewer is an independent or ordinary user of the product.

VIII. Means and Instrumentalities

IT IS FURTHER ORDERED that Respondents, Respondents' officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the manufacturing, labeling, advertising, promoting, offering for sale, sale, or distribution of any covered product, must not provide the means and instrumentalities with which to make, directly or indirectly, any false or misleading statement of material fact, including the prohibited representations covered by Provisions I, II, and III of this Order. For purposes of this Provision, "means and instrumentalities" mean any information, document, or article referring or relating to any covered product, including any advertising, labeling, promotional, or purported substantiation materials, for use by a licensee to market or sell any covered product.

IX. Preservation of Records Relating to Competent and Reliable Human Clinical Tests or Studies

IT IS FURTHER ORDERED that, with regard to any human clinical test or study ("test") upon which Respondents rely to substantiate any claim covered by this Order, Respondents must secure and preserve all underlying or supporting data and documents generally accepted by experts in the field as relevant to an assessment of the test, including:

A. All protocols and protocol amendments, reports, articles, write-ups, or other accounts of the results of the test, and drafts of such documents reviewed by the test sponsor or any other person not employed by the research entity;

B. All documents referring or relating to recruitment; randomization; instructions, including oral instructions, to participants; and participant compliance;

C. Documents sufficient to identify all test participants, including any participants who did not complete the test, and all communications with any participants relating to the test; all raw data collected from participants enrolled in the test, including any participants who did not complete the test; source documents for such data; any data dictionaries; and any case report forms;

D. All documents referring or relating to any statistical analysis of any test data, including any pretest analysis, intent-to-treat analysis, or between-group analysis performed on any test data; and

E. All documents referring or relating to the sponsorship of the test, including all communications and contracts between any sponsor and the test's researchers.

Provided, however, the preceding preservation requirement does not apply to a reliably reported test, unless the test was conducted, controlled, or sponsored, in whole or in part by (1) any Respondent; (2) any Respondent's officers, agents, representatives, or employees; (3) any other person or entity in active concert or participation with any Respondent; (4) any person or entity affiliated with or acting on behalf of any Respondent; (5) any supplier of any ingredient contained in the product at issue to any of the foregoing or to the product's manufacturer; or (6) the supplier or manufacturer of such product.

For purposes of this Provision, "reliably reported test" means a report of the test has been published in a peer-reviewed journal, and such published report provides sufficient information about the test for experts in the relevant field to assess the reliability of the results.

For any test conducted, controlled, or sponsored, in whole or in part, by Respondents, Respondents must establish and maintain reasonable procedures to protect the confidentiality, security, and integrity of any personal information collected from or about participants. These procedures must be documented in writing and must contain administrative, technical, and physical safeguards appropriate to Respondents' size and complexity, the nature and scope of Respondents' activities, and the sensitivity of the personal information collected from or about the participants.

X. Acknowledgments of the Order

IT IS FURTHER ORDERED that Respondents obtain acknowledgments of receipt of this Order:

A. Each Respondent, within 7 days after the effective date of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 8 years after the issuance date of this Order, each Individual Respondent for any business that such Respondent, individually or collectively with any other Respondent, is the majority owner or controls directly or indirectly, and Corporate Respondent, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Provision titled Compliance Report and Notices. Delivery must occur within 7 days after the effective date of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which a Respondent delivered a copy of this Order, that Respondent must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

XI. Compliance Report and Notices

IT IS FURTHER ORDERED that Respondents make timely submissions to the Commission:

A. Sixty days after the issuance date of this Order, each Respondent must submit a compliance report, sworn under penalty of perjury, in which:

1. Each Respondent must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission, may use to communicate with Respondent; (b) identify all of that Respondent's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Respondent (which Individual Respondent must describe if he knows or should know due to his own involvement); (d) describe in detail whether and how that Respondent is in compliance with each Provision of this Order, including a discussion of all of the changes the Respondent made to comply with the Order; and (e) provide a copy of each Acknowledgment of the Order obtained pursuant to this Order, unless previously submitted to the Commission.

2. Additionally, Individual Respondent must: (a) identify all his telephone numbers and all his physical, postal, email and Internet addresses, including all residences; (b) identify all his business activities, including any business for which such Respondent performs services whether as an employee or otherwise and any entity in which such Respondent has any ownership interest; and (c) describe in detail such Respondent's involvement in each such business activity, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For 10 years after the issuance date of this Order, each Respondent must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Respondent must submit notice of any change in: (a) any designated point of contact; or (b) the structure of Corporate Respondent or any entity that Respondent has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, Individual Respondent must submit notice of any change in: (a) name, including alias or fictitious name, or residence address; or (b) title or role in any business activity, including (i) any business for which such Respondent performs services whether as an employee or otherwise and (ii) any entity in which such Respondent has any ownership interest and over which Respondents have direct or indirect control. For each such business activity, also identify its name, physical address, and any Internet address.

C. Each Respondent must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Respondent within 14 days of its filing.

D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____" and supplying the date, signatory's full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re Telomerase Activation Sciences, Inc.

XII. Recordkeeping

IT IS FURTHER ORDERED that Respondents must create certain records for 10 years after the issuance date of the Order, and retain each such record for 5 years. Specifically, Corporate Respondent, in connection with the manufacturing, labeling, advertising, promoting, offering for sale, sale, or distribution of any covered product, and Individual Respondent for any business that such Respondent, individually or collectively with any other Respondent, is a majority owner or controls directly or indirectly, must create and retain the following records:

A. Accounting records showing the revenues from all goods or services sold;

B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;

C. Copies or records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;

D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission; and

E. A copy of each unique advertisement or other marketing material.

XIII. Compliance Monitoring

IT IS FURTHER ORDERED that, for the purpose of monitoring Respondents' compliance with this Order:

A. Within 30 days of receipt of a written request from a representative of the Commission, each Respondent must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.

B. For matters concerning this Order, representatives of the Commission are authorized to communicate directly with each Respondent. Respondents must permit representatives of the Commission to interview anyone affiliated with any Respondent who has agreed to such an interview. The interviewee may have counsel present.

C. The Commission may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities, to Respondents or any individual or entity affiliated with Respondents, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

D. Upon written request from a representative of the Commission, any consumer reporting agency must furnish consumer reports concerning Individual Respondent, pursuant to Section 604(2) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(2).

XIV. Notice and Monitoring of Licensees

IT IS FURTHER ORDERED that Respondents must:

A. Send, within 30 days after the issuance date of this Order, by first class mail, postage prepaid and return receipt requested, or by courier service with signature proof of delivery, in one envelope, a copy of this Order and an exact copy of the notice and acknowledgment form attached hereto as Appendix A, showing the date of mailing, to each licensee. For any future licensees, delivery by first class mail, postage prepaid and return receipt requested, or by courier service with signature proof of delivery, in one envelope of a copy of this Order and an exact copy of the notice and acknowledgement form attached hereto as Appendix B, showing the date of the mailing, must occur within 10 days of becoming a licensee. Any mailing required by this Paragraph must not include any other documents or enclosures.

B. Obtain from each licensee, within 20 days after receipt of the notice and acknowledgement form required by Paragraph A of this Provision, a signed and dated acknowledgment form that the licensee has received the notice and expressly agrees to comply with it.

C. Establish, implement, and thereafter maintain a system to monitor and review the advertisements of each licensee, as specified below in Subparagraphs 1 and 2, to ensure compliance with Provisions I, II, and III of this Order. The system must be implemented as follows:

1. No later than 30 days after the issuance date of this Order, and on an annual basis thereafter, Respondents must identify the licensees who ordered, purchased, or otherwise obtained the specified amount of covered product as scheduled below:

   a. In the first 5 years after the issuance date of this Order, $20,000 or more of any covered product within the last 12 months;

   b. After 5 years and until 10 years from the issuance date of this Order, $30,000 or more of any covered product within the last 12 months;

   c. After 10 years and until 15 years from the issuance date of this Order, $40,000 or more of any covered product within the last 12 months; and

   d. After 15 years from the issuance date of this Order and until this Order is terminated in accordance with Provision XVI of this Order, $50,000 or more of any covered product within the last 12 months.

2. Respondents must monitor and review a representative sample of advertisements, including online advertising, social media postings, or brochures or pamphlets, of each licensee identified in accordance with Paragraph C(1) of this Provision.

Provided however, Respondents are not required to monitor and review any representations by a licensee about the potential safety, health benefits, performance, efficacy, or side effects of a covered product when, in connection with a licensee-patient Relationship, a licensee is consulting privately with one patient about such covered product.

Provided further, Respondents are not required to monitor and review any representations by a licensee about the potential safety, health benefits, performance, efficacy, or side effects of a covered product when: 1) the licensee has purchased a covered product solely for incorporation into the licensee's own product; and 2) Respondents are not involved in the advertising, marketing, promoting, or sale of that licensee's product.

D. Suspend any licensee, regardless of time, within 10 days after any Respondent becomes aware that a licensee has made any representation prohibited by Provisions I, II, or III of this Order in connection with the advertising, promotion, or sale of any covered product after receipt of the notice required by Paragraph A of this Provision.

Respondents must provide a suspended licensee with a notice of noncompliance and may provide an opportunity to cure the noncompliance within 10 days after any Respondent becomes aware of the noncompliance. Respondents must inform any licensee to whom they have provided a notice of noncompliance that any continued or subsequent noncompliance will result in immediate termination. Respondents may reinstate a licensee who has cured the noncompliance. However, Respondents must terminate immediately any licensee who has received previously a notice of noncompliance under Paragraph D of this Provision and has any continued or subsequent noncompliance.

XV. Notice to Customers

IT IS FURTHER ORDERED that Respondents must send, within 30 days after the issuance date of this Order, all customers who purchased directly from them TA-65MD® or TA-65® for Skin: 1) within one year prior to the issuance of this Order; or 2) through a currently active enrollment in a continuity or autoship program, by first-class mail, postage paid, or by courier service with signature proof of delivery, an exact copy of the notice attached hereto as Appendix C, showing the date of mailing. This mailing must not include any other documents or enclosures.

XVI. Order Effective Dates

IT IS FURTHER ORDERED that this Order is final and effective upon the date of its publication on the Commission's website (ftc.gov) as a final order. This Order will terminate on April 18, 2038, or 20 years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying settlement) in federal court alleging any violation of this Order, whichever comes later; *provided, however,* that the filing of such a complaint will not affect the duration of:

A. Any Provision in this Order that terminates in less than 20 years;

B. This Order's application to any Respondent that is not named as a defendant in such complaint; and

C. This Order if such complaint is filed after the Order has terminated pursuant to this Provision.

Provided, further, that if such complaint is dismissed or a federal court rules that the Respondent did not violate any provision of the Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Order will terminate according to this Provision as though the complaint had never been filed, except that the Order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED: April 18, 2018