

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Edith Ramirez, Chairwoman**
 Julie Brill
 Maureen K. Ohlhausen
 Terrell McSweeney

In the Matter of

**GENERAL WORKINGS INC., a
corporation, also d/b/a VULCUN, and**

**ALI MOIZ and MURTAZA HUSSAIN,
individually and as officers of
GENERAL WORKINGS INC.**

FILE NO. 152-3159

AGREEMENT CONTAINING
CONSENT ORDER

The Federal Trade Commission has reason to believe that General Workings Inc., a corporation, and Ali Moiz and Murtaza Hussain, individually and as officers of the corporation (collectively “Proposed Respondents”), have violated the provisions of the Federal Trade Commission Act, and it appears to the Commission that this proceeding is in the public interest. Proposed Respondents, having been represented by counsel, are willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between General Workings Inc., also doing business as Vulcun, by its duly authorized officers, and Ali Moiz and Murtaza Hussain, individually and as officers of the corporation, and counsel for the Federal Trade Commission that:

1. Proposed Respondent General Workings Inc., also doing business as Vulcun, is a Delaware corporation with its principal office or place of business at 930 Montgomery Street, Suite 301, San Francisco, California 94111.
2. Respondent Ali Moiz is a founder and officer of General Workings. His principal office or place of business is the same as that of General Workings.
3. Respondent Murtaza Hussain is a founder and officer of General Workings. His principal office or place of business is the same as that of General Workings.
4. Proposed Respondents waive:
 - A. Any further procedural steps;

- B. The requirement that the Commission’s decision contain a statement of findings of fact and conclusions of law; and
 - C. All rights to seek judicial review or otherwise to challenge or contest the validity of the order entered pursuant to this agreement.
5. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed Respondents, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.
 6. Proposed Respondents neither admit nor deny any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this action, proposed Respondents admit the facts necessary to establish jurisdiction.
 7. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission’s Rules, the Commission may, without further notice to proposed Respondents, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed Respondents’ address as stated in this agreement by any means specified in Section 4.4(a) of the Commission’s Rules shall constitute service. Proposed Respondents waive any right they may have to any other manner of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or in the agreement may be used to vary or contradict the terms of the order.
 8. Proposed Respondents have read the draft complaint and consent order. They understand that they may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

For purposes of this order, the following definitions shall apply:

9. Unless otherwise specified, “Respondents” shall mean General Workings Inc., a corporation, also doing business as General Workings, its successors and assigns; and Ali Moiz and Murtaza Hussain, individually and as officers of the corporation.
10. “Affected Consumers” shall mean all persons who, prior to December 1, 2014, had *Running Fred*, *Weekly Android Apps*, or other related applications present on their web browser; or (b) had applications installed on any mobile device or computer through *Weekly Android Apps* or another related application.
11. “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:
 - A. 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 is made in only one means.
 - B. 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.
 - C. 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.
 - D. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
 - E. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
 - F. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
 - G. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
12. “Covered Information” shall mean information from or about an individual consumer, including but not limited to (a) a first and last name; (b) a home or other physical address, including street name and name of city or town; (c) an email address or other online contact information, such as an instant messaging user identifier or a screen name; (d) a telephone number; (e) a Social Security number; (f) a driver’s license or other state-issued identification number; (g) a financial institution account number; (h) credit or debit card

information; (i) a persistent identifier, such as a customer number held in a “cookie,” a static Internet Protocol (“IP”) address, a mobile device ID, or processor serial number; (j) precise geolocation data of an individual or mobile device, including but not limited to GPS-based, WiFi-based, or cell-based location information (“geolocation information”); (k) an authentication credential, such as a username and password; or (l) any other communications or content stored on a consumer’s mobile device.

13. “Covered Products or Services” shall mean any product or service offered or operated by any Respondent, including, but not limited, to any (a) browser extension, (b) website or web service, or (c) mobile app.
14. “Commerce” shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

I.

IT IS ORDERED that Respondents and their officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of any Covered Products or Services, in or affecting commerce, shall not misrepresent in any manner, expressly or by implication:

1. The existence of any connection between an endorser and a provider of such Covered Products or Services that might materially affect the weight or credibility of the endorsement;
2. The nature of such Covered Products or Services installed, downloaded, reviewed, or endorsed by consumers;
3. The number of consumers that have installed, downloaded, used, reviewed, or endorsed such Covered Products or Services;
4. The nature of press coverage received by such Covered Products or Services;
5. The extent to which Covered Information is collected, used, disclosed, or shared;
6. The extent to which users may exercise control over the collection, use, disclosure, or sharing of Covered Information;
7. The purpose(s) for which any Covered Information will be collected, used, disclosed, or shared; or
8. The extent to which any Respondent uses, maintains, and protects the privacy, confidentiality, security, or integrity of covered information collected from or about consumers.

II.

IT IS FURTHER ORDERED that Respondents and their officers, agents, representatives, and employees, directly or through any corporation, subsidiary, division, or other device, in connection with the advertising, promotion, offering for sale, sale, or distribution of any Covered Product or Service, shall not offer a product or service or materially change a Covered Product or Service unless prior to the consumer downloading or installing it, Respondents:

1. Disclose, clearly and conspicuously, the following:
 - A. The types of information the Covered Product or Service will access and how that information will be used to perform any services related to the Covered Product or Service; and
 - B. The nature of any material change to a Covered Product or Service;
2. Display any built-in permissions notice or approval request associated with the installation of any product or service; and
3. Obtain the consumer's express affirmative consent prior to the installation of the product or service and prior to any subsequent installation of any other product or service or any material change to a Covered Product or Service.

III.

IT IS FURTHER ORDERED that Respondents, within ten (10) days from the date of entry of this Order, shall delete all Covered Information relating to Affected Consumers that is within their possession, custody, or control and was collected at any time prior to the date of entry of this Order. Covered Information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

Provided, however, that any Covered Information that Respondents currently possess that must be maintained under Part IV of this Order shall not be deleted.

IV.

IT IS FURTHER ORDERED that Respondent shall, for five (5) years from the entry of this order or after the last date of dissemination of any representation covered by this order, whichever is later, maintain and upon request make available to the Federal Trade Commission for inspection and copying:

1. All advertisements and promotional materials containing the representation, including but not limited to Respondents' terms of use, end-user license agreements, frequently asked questions, privacy policies, and other documents publicly disseminated relating to: (a) the collection of data; (b) the use, disclosure or sharing of such data; and (c) opt-out practices and other mechanisms to limit or prevent such collection of data or the use, disclosure, or sharing of data;
2. All materials that were relied upon in disseminating the representation;

3. Complaints or inquiries relating to any Covered Product or Service, and any responses to those complaints or inquiries; and
4. Documents that are sufficient to demonstrate compliance with each provision of this order.

V.

IT IS FURTHER ORDERED that Respondents shall deliver a copy of this order to all current and future principals, officers, directors, and managers, and, for the next five (5) years, to all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of this order, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondents shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

VI.

IT IS FURTHER ORDERED that Respondent General Workings Inc, and its successors and assigns, shall notify the Commission at least thirty (30) days prior to any change in the corporation(s) that may affect compliance obligations arising under this order, including but not limited to: a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however,* that, with respect to any proposed change in the corporation about which Respondent learns less than thirty (30) days prior to the date such action is to take place, Respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall 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 the Matter of General Workings Inc.*, File No. 152-3159.

VII.

IT IS FURTHER ORDERED that Respondents Ali Moiz and Murtaza Hussain, for a period of five (5) years after the date of issuance of this order, shall notify the Commission of the discontinuance of their current business or employment, or of their affiliation with any new business or employment. The notice shall include Respondent's new business address and telephone number and a description of the nature of the business or employment and his duties and responsibilities. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall 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 the Matter of General Workings Inc.*, File No. 152-3159.

VIII.

IT IS FURTHER ORDERED that Respondents, within sixty (60) days after the date of service of this order, shall each file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form of their own compliance with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, they shall submit additional true and accurate written reports. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall 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 the Matter of General Workings Inc.*, 152-3159.

IX.

This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

1. Any Part in this order that terminates in less than twenty (20) years;
2. This order's application to any Respondent that is not named as a defendant in such complaint; and
3. This order if such complaint is filed after the order has terminated pursuant to this Part.

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 Part 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.

GENERAL WORKINGS INC.

Date: _____

By: _____
ALI MOIZ
OFFICER

Date: _____

ALI MOIZ, individually and as an officer of
said corporation

Date: _____

MURTAZA HUSSAIN, individually and as
an officer of said corporation

Date: _____

NATE GARHART
Cobalt LLP
Attorney for Respondents

Date: _____

JACOB SNOW
Counsel for the Federal Trade Commission

APPROVED:

THOMAS N. DAHDOUH
Director
Western Region

CONCUR:

JESSICA L. RICH
Director
Bureau of Consumer Protection