

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

In the Matter of

**SKYMED INTERNATIONAL, INC.,
also doing business as SkyMed Travel
and Car Rental Pro,
a Nevada corporation.**

FILE NO. 1923140

**AGREEMENT CONTAINING
CONSENT ORDER**

The Federal Trade Commission (“Commission”) has conducted an investigation of certain acts and practices of SkyMed International, Inc. (“Proposed Respondent”). The Commission’s Bureau of Consumer Protection (“BCP”) has prepared a draft of an administrative Complaint (“draft Complaint”). BCP and Proposed Respondent enter into this Agreement Containing Consent Order (“Consent Agreement”) to resolve the allegations in the attached draft Complaint through a proposed Decision and Order to present to the Commission, which is also attached and made a part of this Consent Agreement.

IT IS HEREBY AGREED by and between Proposed Respondent and BCP, that:

1. The Proposed Respondent is SkyMed International, Inc., also doing business as SkyMed Travel and as Car Rental Pro, is a corporation with its principal office or place of business at 9089 E. Bahia Drive, Suite 100, Scottsdale, AZ 85260.
2. Proposed Respondent neither admits nor denies any of the allegations in the draft Complaint, except as specifically stated in the Decision and Order. Only for purposes of this action, Proposed Respondent admits the facts necessary to establish jurisdiction.
3. Proposed Respondent waives:
 - 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 Decision and Order issued pursuant to this Consent Agreement.
4. This Consent Agreement will not become part of the public record of the proceeding unless and until it is accepted by the Commission. If the Commission accepts this Consent Agreement, it, together with the draft Complaint, will be placed on the public record for

thirty (30) days and information about them publicly released. Acceptance does not constitute final approval, but it serves as the basis for further actions leading to final disposition of the matter. Thereafter, the Commission may either withdraw its acceptance of this Consent Agreement and so notify Proposed Respondent, in which event the Commission 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, which may include an Order. *See* Section 2.34 of the Commission's Rules, 16 C.F.R. § 2.34 ("Rule 2.34").

5. If this agreement is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to Rule 2.34, the Commission may, without further notice to Proposed Respondent: (1) issue its Complaint corresponding in form and substance with the attached draft Complaint and its Decision and Order; and (2) make information about them public. Proposed Respondent agrees that service of the Order may be effected by its publication on the Commission's website (ftc.gov), at which time the Order will become final. *See* Rule 2.32(d). Proposed Respondent waives any rights it may have to any other manner of service. *See* Rule 4.4.

6. When final, the Decision and Order will 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 Commission orders.


7. The Complaint may be used in construing the terms of the Decision and Order. No agreement, understanding, representation, or interpretation not contained in the Decision and Order or in this Consent Agreement may be used to vary or contradict the terms of the Decision and Order.

8. Proposed Respondent agrees to comply with the terms of the proposed Decision and Order from the date that Proposed Respondent signs this Consent Agreement. Proposed Respondent understands that it may be liable for civil penalties and other relief for each violation of the Decision and Order after it becomes final.

SKYMED INTERNATIONAL, INC.

By: 
Eleanore Klein
President & Chief Executive Officer
SkyMed International, Inc.

Date: 8/4/2020


Russell D. Duncan
Clark Hill PLLC
Attorney for SkyMed International, Inc.

Date: 8/3/2020

FEDERAL TRADE COMMISSION

By: Miles Plant
Brian C. Berggren
Miles Plant
Attorneys, Bureau of Consumer
Protection

APPROVED:

Maneesha Mithal
Associate Director
Division of Privacy and Identity Protection

Andrew Smith
Director
Bureau of Consumer Protection

Date: _____

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

COMMISSIONERS: **Joseph J. Simons, Chairman**
 Noah Joshua Phillips
 Rohit Chopra
 Rebecca Kelly Slaughter
 Christine S. Wilson

In the Matter of

SKYMED INTERNATIONAL, INC.,
 also doing business as SkyMed Travel
 and Car Rental Pro,
 a Nevada corporation.

DECISION AND ORDER

DOCKET NO.

DECISION

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices of the Respondent named in the caption. The Commission’s Bureau of Consumer Protection (“BCP”) prepared and furnished to Respondent 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 Respondent with violations of the Federal Trade Commission Act, 15 U.S.C. § 45(a)(1).

Respondent and BCP thereafter executed an Agreement Containing Consent Order (“Consent Agreement”). The Consent Agreement includes: (1) statements by Respondent that it neither admits nor denies any of the allegations in the draft Complaint, except as specifically stated in this Decision and Order, and that only for purposes of this action, it admits 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 Respondent has 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 thirty (30) days for the receipt and consideration of public comments. The Commission duly considered any comments received from interested persons pursuant to Section 2.34 of its Rules, 16 C.F.R. § 2.34. Now, in further conformity with the procedure prescribed in Rule 2.34, the Commission issues its Complaint, makes the following Findings, and issues the following Order:

Findings

1. The Respondent is SkyMed International, Inc., also doing business as SkyMed Travel and as Car Rental Pro, a corporation with its principal office or place of business at 9089 E. Bahia Drive, Suite 100, Scottsdale, AZ 85260.
2. The Commission has jurisdiction over the subject matter of this proceeding and over Respondent, and the proceeding is in the public interest.

ORDER

Definitions

For purposes of this Order, the following definitions apply:

1. “Affected Consumers” means all consumers that received an email from Respondent on or around May 2, 2019 with the subject line, “IMPORTANT MESSAGE relative to SkyMed data exposure.”
2. “Covered Incident” means any instance in which (a) any United States federal, state, or local law or regulation requires Respondent to notify any U.S. federal, state, or local government entity that information collected or received, directly or indirectly, by Respondent from or about an individual consumer was, or is reasonably believed to have been, accessed or acquired without authorization; or (b) individually identifiable Health Information from or about an individual consumer was, or is reasonably believed to have been, accessed, acquired, or publicly exposed without authorization.
3. “Health Information” means information relating to the health of an individual consumer, including but not limited to medical history information, prescription information, hospitalization information, clinical laboratory testing information, health insurance information, or physician exam notes.
4. “Personal Information” means individually identifiable information from or about an individual consumer, including: (a) a first and last name; (b) a home or physical address, including street name and name of city or town; (c) an email address or other online contact information; (d) a mobile or other telephone number; (e) a date of birth; (f) a government-issued identification number, such as a driver’s license, military identification, passport, or Social Security number, or other personal identification number; (g) credit card or other financial account information; (h) Health Information; or (i) user account credentials, such as a login name and password.
5. “Respondent” means SkyMed International, Inc., its successors and assigns, and Global Emergency Travel Services, and its successors and assigns.

Provisions

I. Prohibition Against Misrepresentations

IT IS ORDERED that Respondent; Respondent's officers, agents, employees, and attorneys; 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 any product or service, must not misrepresent in any manner, expressly or by implication:

- A. The extent to which Respondent is a member of, adheres to, complies with, is certified by, is endorsed by, or otherwise participates in any privacy or security program sponsored by a government or any third party, including any self-regulatory or standard-setting organization;
- B. The extent of any Covered Incident or unauthorized disclosure, misuse, loss, theft, alteration, destruction, or other compromise of Personal Information;
- C. The extent of any investigation and the results thereof, whether conducted by Respondent, a governmental agency, or a third party, into any Covered Incident or unauthorized disclosure, misuse, loss, theft, alteration, destruction, or other compromise of Personal Information;
- D. The extent to which Respondent collects, maintains, uses, discloses, deletes, or permits or denies access to any Personal Information; and
- E. The extent to which Respondent otherwise protects the privacy, security, availability, confidentiality, or integrity of any Personal Information.

II. Required Notice to Consumers About Respondent's Security Incident Response

IT IS FURTHER ORDERED that, within fourteen (14) days after the effective date of this Order, Respondent must directly notify all Affected Consumers by sending an email, consisting solely of an exact copy of the notice attached hereto as Exhibit A ("Notice"), with the subject line "Update: May 2019 Data Exposure." Respondent shall not include with the Notice any other information, documents, or attachments.

III. Mandated Information Security Program

IT IS FURTHER ORDERED that Respondent, in connection with the collection, maintenance, use, disclosure, or provision of access to Personal Information, must, within thirty (30) days of issuance of this Order, establish and implement, and thereafter maintain, a comprehensive Information Security Program ("Information Security Program") that protects the security, confidentiality, and integrity of Personal Information. To satisfy this requirement, Respondent must, at a minimum:

- A. Document in writing the content, implementation, and maintenance of the Information Security Program;
- B. Provide the written program and any evaluations thereof or updates thereto to Respondent's board of directors or governing body or, if no such board or equivalent governing body exists, to a senior officer of Respondent responsible for Respondent's Information Security Program at least once every twelve (12) months and promptly (not to exceed thirty (30) days) after a Covered Incident;
- C. Designate a qualified employee or employees to coordinate and be responsible for the Information Security Program;
- D. Assess and document, at least once every twelve (12) months and promptly (not to exceed thirty (30) days) following a Covered Incident, internal and external risks to the security, confidentiality, or integrity of Personal Information that could result in the (1) unauthorized collection, maintenance, use, disclosure of, or provision of access to, Personal Information; or the (2) misuse, loss, theft, alteration, destruction, or other compromise of such information;
- E. Design, implement, maintain, and document safeguards that control for the internal and external risks Respondent identifies to the security, confidentiality, or integrity of Personal Information identified in response to sub-Provision III.D. Each safeguard must be based on the volume and sensitivity of the Personal Information that is at risk, and the likelihood that the risk could be realized and result in the (1) unauthorized collection, maintenance, use, disclosure of, or provision of access to, Personal Information; or the (2) misuse, loss, theft, alteration, destruction, or other compromise of such information. Such safeguards must also include:
 - 1. Policies, procedures, and technical measures to systematically inventory Personal Information in Respondent's control and delete Personal Information that is no longer necessary;
 - 2. Policies, procedures, and technical measures to log and monitor access to repositories of Personal Information in Respondent's control;
 - 3. Encryption of, at a minimum, all passport numbers, financial account information, and Health Information in Respondent's control.
 - 4. Training of all of Respondent's employees, at least once every twelve (12) months, on how to safeguard Personal Information;
 - 5. Technical measures to monitor all of Respondent's networks, including all systems and assets within those networks, to identify data security events, including unauthorized attempts to exfiltrate Personal Information from those networks; and

6. Data access controls for all repositories of Personal Information in Respondent's control, such as (a) restricting inbound connections to approved IP addresses, (b) requiring authentication to access them, and (c) limiting employee access to what is needed to perform that employee's job function.
- F. Assess, at least once every twelve (12) months and promptly (not to exceed thirty (30) days) following a Covered Incident, the sufficiency of any safeguards in place to address the risks to the security, confidentiality, or integrity of Personal Information, and modify the Information Security Program based on the results;
 - G. Test and monitor the effectiveness of the safeguards in place at least once every twelve (12) months and promptly (not to exceed thirty (30) days) following a Covered Incident, and modify the Information Security Program based on the results. Such testing and monitoring must include: (1) vulnerability testing of Respondent's network once every four (4) months and promptly (not to exceed thirty (30) days) after a Covered Incident, and (2) periodic penetration testing of Respondent's network and promptly (not to exceed thirty (30) days) after a Covered Incident;
 - H. Select and retain service providers capable of safeguarding Personal Information they access through or receive from Respondent, and contractually require service providers to implement and maintain safeguards for Personal Information; and
 - I. Evaluate and adjust the Information Security Program in light of any changes to Respondent's operations or business arrangements, a Covered Incident, or any other circumstances that Respondent knows or has reason to know may have an impact on the effectiveness of the Information Security Program. At a minimum, Respondent must evaluate the Information Security Program at least once every twelve (12) months and modify the Information Security Program based on the results.

IV. Information Security Assessments by a Third Party

IT IS FURTHER ORDERED that, in connection with compliance with Provision III of this Order, titled Mandated Information Security Program, Respondent must obtain initial and biennial assessments ("Assessments"):

- A. The Assessments must be obtained from a qualified, objective, independent third-party professional ("Assessor"), who: (1) uses procedures and standards generally accepted in the profession; (2) conducts an independent review of the Information Security Program; and (3) retains all documents relevant to each Assessment for five (5) years after completion of such Assessment and will provide such documents to the Commission within ten (10) days of receipt of a written request from a representative of the Commission. No documents may be withheld on the basis of a claim of confidentiality, proprietary or trade secrets, work product protection, attorney client privilege, statutory exemption, or any similar claim.

- B. For each Assessment, Respondent must provide the Associate Director for Enforcement for the Bureau of Consumer Protection at the Federal Trade Commission with the name, affiliation, and qualifications of the proposed Assessor, who the Associate Director shall have the authority to approve in his sole discretion.
- C. The reporting period for the Assessments must cover: (1) the first 180 days after the issuance date of the Order for the initial Assessment; and (2) each two-year period thereafter for twenty (20) years after issuance of the Order for the biennial Assessments.
- D. Each Assessment must, for the entire assessment period:
1. determine whether Respondent has implemented and maintained the Information Security Program required by Provision III;
 2. assess the effectiveness of Respondent's implementation and maintenance of sub-Provisions III.A-I;
 3. identify any gaps or weaknesses in, or instances of material noncompliance with, the Information Security Program;
 4. address the status of gaps or weaknesses in, or instances of material non-compliance with, the Information Security Program that were identified in any prior Assessment required by this Order; and
 5. identify specific evidence (including, but not limited to, documents reviewed, sampling and testing performed, and interviews conducted) examined to make such determinations, assessments, and identifications, and explain why the evidence that the Assessor examined is (a) appropriate for assessing an enterprise of Respondent's size, complexity, and risk profile; and (b) sufficient to justify the Assessor's findings. No finding of any Assessment shall rely solely on assertions or attestations by Respondent's management. The Assessment must be signed by the Assessor, state that the Assessor conducted an independent review of the Information Security Program and did not rely solely on assertions or attestations by Respondent's management, and state the number of hours that each member of the assessment team worked on the Assessment. To the extent Respondent revises, updates, or adds one or more safeguards required under Provision III in the middle of an Assessment period, the Assessment must assess the effectiveness of the revised, updated, or added safeguard(s) for the time period in which it was in effect, and provide a separate statement detailing the basis for each revised, updated, or additional safeguard.
- E. Each Assessment must be completed within sixty (60) days after the end of the reporting period to which the Assessment applies. Unless otherwise directed by a Commission representative in writing, Respondent must submit the initial Assessment to the Commission within ten (10) days after the Assessment has been completed via email to DEbrief@ftc.gov or 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 SkyMed International, FTC File No. 1923140.” All subsequent biennial Assessments must be retained by Respondent until the Order is terminated and provided to the Associate Director for Enforcement within ten (10) days of request.

V. Cooperation with Third-Party Information Security Assessor

IT IS FURTHER ORDERED that Respondent, whether acting directly or indirectly, in connection with any Assessment required by Provision IV must:

- A. Provide or otherwise make available to the Assessor all information and material in its possession, custody, or control that is relevant to the Assessment for which there is no reasonable claim of privilege;
- B. Provide or otherwise make available to the Assessor information about Respondent’s networks and all of Respondent’s IT assets so that the Assessor can determine the scope of the Assessment, and visibility to those portions of the networks and IT assets deemed in scope; and
- C. Disclose all material facts to the Assessor, and not misrepresent in any manner, expressly or by implication, any fact material to the Assessor’s: (1) determination of whether Respondent has implemented and maintained the Information Security Program required by Provision III; (2) assessment of the effectiveness of the implementation and maintenance of sub-Provisions III.A-I; or (3) identification of any gaps or weaknesses in, or instances of material noncompliance with, the Information Security Program.

VI. Annual Certification

IT IS FURTHER ORDERED that Respondent must:

- A. One year after the issuance date of this Order, and each year thereafter, provide the Commission with a certification from a senior corporate manager, or, if no such senior corporate manager exists, a senior officer of Respondent responsible for Respondent’s Information Security Program that: (1) Respondent has established, implemented, and maintained the requirements of this Order; (2) Respondent is not aware of any material noncompliance that has not been (a) corrected or (b) disclosed to the Commission; and (3) includes a brief description of all Covered Incidents that Respondent verified or confirmed during the certified period. The certification must be based on the personal knowledge of the senior corporate manager, senior officer, or subject matter experts upon whom the senior corporate manager or senior officer reasonably relies in making the certification.
- B. Unless otherwise directed by a Commission representative in writing, submit all annual certifications to the Commission pursuant to this Order via email to DEbrief@ftc.gov or 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 SkyMed International, FTC File No. 1923140.”

VII. Covered Incident Reports

IT IS FURTHER ORDERED that Respondent, within thirty (30) days after Respondent’s discovery of a Covered Incident, must submit a report to the Commission. The report must include, to the extent possible:

- A. The date, estimated date, or estimated date range when the Covered Incident occurred;
- B. A description of the facts relating to the Covered Incident, including the causes and scope of the Covered Incident, if known;
- C. A description of each type of information that was affected or triggered any notification obligation to the U.S. federal, state, or local government entity;
- D. The number of consumers whose information triggered any notification obligation to the U.S. federal, state, or local government entity;
- E. The acts that Respondent has taken to date to remediate the Covered Incident and protect Personal Information from further exposure or access, and protect affected individuals from identity theft or other harm that may result from the Covered Incident; and
- F. A representative copy of each materially different notice sent by Respondent to consumers or to any U.S. federal, state, or local government entity.

Unless otherwise directed by a Commission representative in writing, all Covered Incident reports 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 SkyMed International, FTC File No. 1923140.”

VIII. Acknowledgments of the Order

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

- A. Respondent, within ten (10) 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 twenty (20) years after the issuance date of this Order, Respondent must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order, and all 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 Provision IX. Delivery must occur within ten (10) 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 Respondent delivered a copy of this Order, Respondent must obtain, within thirty (30) days, a signed and dated acknowledgment of receipt of this Order.

IX. Compliance Report and Notices

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

- A. One year after the issuance date of this Order, Respondent must submit a compliance report, sworn under penalty of perjury, in which Respondent must: (1) 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; (2) identify all of Respondent's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (3) describe the activities of each business, including the goods and services offered, what Personal Information is collected, and the means of advertising, marketing, and sales; (4) describe in detail whether and how Respondent is in compliance with each Provision of this Order, including a discussion of all of the changes that Respondent made to comply with the Order; and (5) provide a copy of each Acknowledgment of the Order obtained pursuant to this Order, unless previously submitted to the Commission.
- B. Respondent must submit a compliance notice, sworn under penalty of perjury, within fourteen (14) days of any change in the following: (1) any designated point of contact; or (2) the structure of 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.
- C. Respondent must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against Respondent within fourteen (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 SkyMed International, FTC File No. 1923140."

X. Recordkeeping

IT IS FURTHER ORDERED that Respondent must create certain records for twenty (20) years after the issuance date of the Order, and retain each such record for five (5) years, unless otherwise specified below. Specifically, Respondent must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold, the costs incurred in generating those revenues, and resulting net profit or loss;
- B. Personnel records showing, for each person providing services in relation to any aspect of the Order, 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. A copy of each unique advertisement or other marketing material making a representation subject to this Order;
- E. A copy of each widely disseminated representation by Respondent that describes the extent to which Respondent maintains or protects the privacy, security, availability, confidentiality, or integrity of any Personal Information, including any representation concerning a change in any website or other service controlled by Respondent that relates to privacy, security, availability, confidentiality, or integrity of Personal Information;
- F. For five (5) years after the date of preparation of each Assessment required by this Order, all materials and evidence that the Assessor considered, reviewed, relied upon or examined to prepare the Assessment, whether prepared by or on behalf of Respondent, including all plans, reports, studies, reviews, audits, audit trails, policies, training materials, and assessments, and any other materials concerning Respondent's compliance with related Provisions of this Order, for the compliance period covered by such Assessment;
- G. For five (5) years from the date received, copies of all subpoenas and other communications with law enforcement, if such communications relate to Respondent's compliance with this Order;

- H. For five (5) years from the date created or received, all records, whether prepared by or on behalf of Respondent, that tend to show any lack of compliance by Respondent with this Order; and
- I. All records necessary to demonstrate full compliance with each Provision of this Order, including all submissions to the Commission.

XI. Compliance Monitoring

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

- A. Within ten (10) days of receipt of a written request from a representative of the Commission, 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 Respondent. Respondent must permit representatives of the Commission to interview anyone affiliated with 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 Respondent or any individual or entity affiliated with Respondent, 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.

XII. 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 twenty (20) years from the date of its issuance, (which date may be stated at the end of this Order, near the Commission's seal), or twenty (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 twenty (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.

April J. Tabor
Acting Secretary

SEAL:
ISSUED: