

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Andrew N. Ferguson, Chairman**
Mark R. Meador

In the Matter of

GENERAL MOTORS LLC, a limited liability company;

GENERAL MOTORS HOLDINGS LLC, a limited liability company; and

ONSTAR, LLC, a limited liability company.

DECISION AND ORDER

DOCKET NO. C- 4828

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 violations 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 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 Respondents are:

- a. Respondent General Motors LLC, a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center in Detroit, Michigan 48243. General Motors LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.
- b. Respondent General Motors Holdings LLC, a Delaware limited liability company with its principal office or place of business at 300 Renaissance Center in Detroit, Michigan 48243. General Motors Holdings LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.
- c. Respondent OnStar, LLC, a Delaware limited liability company with its principal office or place of business at 400 Renaissance Center in Detroit, Michigan 48243. OnStar, LLC is a wholly owned subsidiary of General Motors Company, a Delaware corporation.

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. **“Affiliate”** means a U.S. entity that is controlled, directly or indirectly, by the Respondents.

B. **“Affirmative Express Consent”** means any freely given, specific, informed, and unambiguous indication of an individual consumer’s wishes demonstrating agreement by the individual, such as by a clear affirmative action, following a Clear and Conspicuous Disclosure to the individual of: (1) the categories of information that will be collected; (2) the specific purpose(s) for which the information is being collected, used, or disclosed; (3) the names or categories of Third Parties collecting the information, or to whom the information is disclosed, *provided, however,* that if Respondents seek consent by specifying categories of Third Parties, Respondents must also provide a hyperlink to a separate, regularly updated web page listing the names of those Third Parties; and (4) a simple, easily located means by which the consumer can withdraw consent and that describes any limitations on the consumer’s ability to withdraw consent. The Clear and Conspicuous Disclosure must be separate from any “privacy policy,” “terms of service,” “terms of use,” or other similar document.

The following do not constitute Affirmative Express Consent:

1. Inferring consent from the hovering over, muting, pausing, or closing of a given piece of content by the consumer; or
2. Obtaining consent through a user interface that has the effect of subverting or impairing user autonomy, decision-making, or choice.

C. **“Clear and Conspicuous Disclosure”** 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 and if the interactive electronic medium is a component of a Vehicle such as an infotainment head unit, it should be displayed at a time and in a manner that would not interfere with Vehicle operation;
5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the triggering representation appears;
6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications;
7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication; and
8. 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.

D. **“Consumer Reporting Agency”** means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of

assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to other parties and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.

E. **“Covered Driver Data”** means information collected by Respondents, and originating from a Vehicle or a mobile device (in the case such information is obtained from a General Motors-branded mobile application (“App”)), or derived data (including data generated algorithmically) from information originating from a Vehicle or App, and (1) is Location Data or (2) is one of the following events linked or Reasonably Linkable to a U.S. consumer: (a) radio listening data regarding specific content, channel, or station; or (b) hard braking, hard acceleration, hard cornering, crossing of a designated high-speed threshold, seat belt usage, or late-night driving; and (c) trip time and duration for such events. Covered Driver Data excludes data (i) related to build, trim, make, model, and year of the Vehicle or (ii) that is Deidentified post-collection.

“Reasonably Linkable” includes any unique persistent identifier, such as a Vehicle Identification Number (“VIN”), or an alternative identifier that can be linked back to a VIN, when the unique persistent identifier or alternative identifier is combined or associated with Covered Driver Data.

F. **“Deidentified”** means information that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular person, in that Respondents must, at a minimum:

1. Have implemented technical safeguards to prohibit reidentification of the person to whom the information may pertain;
2. Have implemented business processes that specifically prohibit reidentification of the information, including by buyers, customers, or other entities to whom Respondents provide the information;
3. Have implemented business processes to prevent inadvertent release of Deidentified information; and
4. Makes no attempt to reidentify the information.

Data that is linked to a unique identifier, such as a VIN, or an alternative identifier that can be linked back to a VIN, or to a Vehicle’s garage address, is not Deidentified.

G. **“Delete,” “Deleted,” or “Deletion”** means to remove information such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.

H. **“Location Data”** means any data collected by Respondents that reveals the precise location of a Vehicle, mobile device (in the case such information is obtained from an App), or U.S. consumer, including but not limited to Global Positioning System (“GPS”) coordinates, fine location data, cell tower information, or precise location information inferred from basic service set identifiers (“BSSIDs”), WiFi Service Set Identifiers (“SSID”) information, or Bluetooth receiver information, or any unique persistent identifier combined with such data, such as a Vehicle’s VIN, or an alternative identifier that can be linked to a Vehicle’s VIN. Data

that (1) reveals only a Vehicle's, mobile device's, or consumer's coarse location (e.g., ZIP code or census block location with a radius of at least 1,850 feet), or (2) that is used solely for the purpose of generating such coarse location and then Deleted within 48 hours of collection, is not "Location Data."

I. **"Respondents"** means all of the Corporate Respondents, individually, collectively, or in any combination.

"Corporate Respondents" means General Motors LLC, a limited liability company; General Motors Holdings LLC, a limited liability company; and OnStar, LLC, a limited liability company, and their successors and assigns.

J. **"Third Party"** means any individual or entity other than Respondents; Affiliates; or a third party service provider of Respondents that: (1) processes, uses, or receives data collected by or on behalf of Respondents for and at the direction of Respondents and no other individual or entity, (2) does not disclose data, or any individually identifiable information derived from such data, to any individual or entity other than Respondents or a subcontractor to such service provider bound to data processing terms no less restrictive than terms to which the service provider is bound, and (3) does not use data for any purpose other than performing the services specified in the service provider's contract with Respondents.

K. **"Vehicle"** means a U.S. retail and General Motors-branded motor vehicle, including Chevrolet, GMC, Cadillac, and Buick brands, that is owned by, sold or leased to, or used by an individual consumer for their own personal use. Vehicle includes the components and embedded systems that were present when originally sold by Respondents, excluding consumer-installed components. Vehicle does not include: motor vehicles that are owned by Respondents, Respondents' affiliates or General Motors-branded dealers; motor vehicles that are sold or leased to, or used by, fleet or daily rental companies, suppliers, business organizations, or government entities; or scrapped or stolen vehicles.

Provisions

I. Five-Year Prohibition Against Disclosure of Covered Driver Data to Consumer Reporting Agencies

IT IS ORDERED that Respondents, and 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 collection, use, and disclosure of consumers' Covered Driver Data, must not disclose Covered Driver Data to any person when that person is acting in the capacity of a Consumer Reporting Agency, for five years from the entry of this Order.

II. Limitations on Collection, Use, and Disclosure of Covered Driver Data Absent Affirmative Express Consent

IT IS FURTHER ORDERED that, within 180 days of the effective date of this Order, Respondents and 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, must obtain the relevant U.S. consumer's Affirmative Express Consent prior to collecting, using, or disclosing to a Third Party such consumer's Covered Driver Data. Each separate, unrelated service or feature that collects, uses, or discloses Covered Driver Data requires a separate Affirmative Express Consent.

Provided, however, Affirmative Express Consent is not required when Respondents collect, use, or disclose Covered Driver Data for the following purposes:

- A. To disclose Covered Driver Data to emergency responders;
- B. To respond to a consumer-initiated communication originating from within the Vehicle or an App, where Covered Driver Data may be collected, used, or disclosed only to provide that response;
- C. To respond to a Vehicle-initiated communication related to the safe operation of that Vehicle, where Covered Driver Data may be collected, used, or disclosed only to provide that response;
- D. To comply with lawful governmental requests, regulatory requirements, and legal orders; or for use to prepare for or defend against product liability, breach of contract, consumer protection, or warranty claims;
- E. To conduct research or efforts to improve, repair, enhance safety of, or develop products, services, or technology, *provided, however*, that (1) only Deidentified Covered Driver Data is disclosed to Third Parties to fulfill this purpose; and (2) marketing is excluded from this purpose;
- F. To conduct investigations of potential product quality or safety issues; to determine or effectuate Vehicle field actions, including customer satisfaction campaigns, technical service bulletins, compliance recalls, and safety recalls; to detect or respond to cybersecurity incidents; or to administer and fulfill Vehicle warranties; and
- G. To perform diagnostics and prognostics of components of the Vehicle; or to identify and address issues that impair existing functionality, *provided, however*, that only Deidentified data is disclosed to Third Parties to fulfill this purpose unless identification is necessary to address diagnostic or prognostic issues relating to specific Vehicles.

For avoidance of doubt, Respondents may collect data for Affiliates' use consistent with this Provision II.

Provided further, however, nothing in this Provision II limits in any way the prohibition in Provision I above, titled Five-Year Prohibition Against Disclosure of Covered Driver Data to Consumer Agencies.

III. Withholding or Withdrawing Affirmative Express Consent

IT IS FURTHER ORDERED that Respondents and 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, must not limit a U.S. consumer's ability to withhold or withdraw Affirmative Express Consent for the collection or use of Covered Driver Data, such as by degrading the quality or functionality of a product or service as a penalty for withholding or withdrawing such Affirmative Express Consent, unless the collection and use of Covered Driver Data is technically necessary to providing the quality or functionality of the product or service without such degradation.

IV. Data Minimization Requirement

IT IS FURTHER ORDERED that Respondents must refrain from collecting more Covered Driver Data than reasonably necessary to fulfill the specific purpose for which it was collected and must use, disclose, or retain such data only for that purpose, or as otherwise consistent with Provision II, titled Limitations on Collection, Use, and Disclosure of Covered Driver Data Absent Affirmative Express Consent.

V. Retention Schedule

IT IS FURTHER ORDERED that Respondents and 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 collection, use, and disclosure of consumers' Covered Driver Data, must:

A. Within 180 days of the effective date of this Order, document and adhere to a retention schedule for Covered Driver Data, setting forth: (1) the purpose(s) for which each type of Covered Driver Data is collected; (2) the specific business needs for retaining each type of Covered Driver Data; and (3) the specific timeframe for deleting each type of Covered Driver Data (absent any intervening deletion requests from consumers), limited to the shortest time necessary to fulfill the purpose for which the data was collected, or as otherwise consistent with Provision II, titled Limitations on Collection, Use, and Disclosure of Covered Driver Data Absent Affirmative Express Consent;

B. Within 180 days of the effective date of this Order, document, adhere to, and make publicly available from a link on the Respondents' Apps or the home page of their website(s), a retention schedule for Covered Driver Data setting forth: (1) the purpose for collecting and retaining each type of Covered Driver Data, and (2) the specific timeframe set for deleting each type of Covered Driver Data;

C. Within 180 days of the entry of this Order, Respondents shall provide a written statement to the Commission, pursuant to Provision XIII, titled Compliance Reports and Notices, describing the retention schedules created pursuant to Provisions V.A. & B. of this Order; and

D. Prior to collecting or using any new type of Covered Driver Data that was not being collected as of the entry of this Order, Respondents must update their retention schedules created pursuant to and in compliance with Provisions V.A. & B. of this Order.

VI. Deletion of Prior-Retained Covered Driver Data

IT IS FURTHER ORDERED that Respondents and Respondents' officers, agents, and employees, who receive actual notice of this Order, whether acting directly or indirectly, must:

A. Within 180 days of the effective date of this Order, Delete or destroy all prior-retained Covered Driver Data, except when Covered Driver Data is retained for and necessary to fulfill the following purposes: (a) litigation holds; (b) to comply with lawful governmental requests, regulatory requirements, and legal orders, or for use to prepare for or defend against product liability, breach of contract, consumer protection, or warranty claims; (c) to perform diagnostics and prognostics of components of the Vehicle; (d) to conduct research or efforts to improve, repair, enhance safety of, or develop products, services, or technology, *provided, however*, that (1) only Deidentified Covered Driver Data is disclosed to Third Parties to fulfill this purpose; and (2) marketing is excluded from this purpose; and (e) to conduct investigations of potential product quality or safety issues; to determine or effectuate Vehicle field actions, including customer satisfaction campaigns, technical service bulletins, compliance recalls, and safety recalls; to detect or respond to cybersecurity incidents; or to administer and fulfill Vehicle warranties.

Provided, further, however, Respondents shall have, within 90 days of the effective date of this Order, the option to request Affirmative Express Consent from consumers whose Covered Driver Data was collected and retained prior to the entry of this Order. Respondents will Delete such prior-retained Covered Driver Data where (1) a consumer does not provide or has not already provided in or after July 2024 their Affirmative Express Consent; (2) the consumer does not respond to the request within 30 days after the request is made; or (3) the data has not been Deidentified; and

B. Within 180 days of the effective date of this Order, provide a written statement to the Commission, pursuant to Provision XIII.E., confirming that all such information has been Deleted or destroyed.

VII. Consumer Requests to Obtain Copies of and to Delete Covered Driver Data

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, must maintain a simple, easily-located means for all U.S. consumers to request a copy of their Covered Driver Data and to request that Respondents Delete their Covered Driver Data, *provided, however*; Respondents may avail themselves of their rights, exceptions, and exemptions existing under federal law or each requesting consumer's respective state laws. Respondents may require consumers to provide Respondents with information necessary to complete such requests but must not use, provide access to, or disclose any information collected for the request for any other purpose.

VIII. Deletion Request to Data Sharing Partners

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, must:

- A. Request from Third Parties with whom Respondents shared Covered Driver Data to Delete such data, except when subject to legal or regulatory requirements (including litigation holds); and
- B. Not sell or share data with any Third Party with whom Respondents previously shared Covered Driver Data until that Third Party confirms receipt of the instructions requesting it to Delete all Covered Driver Data previously obtained from Respondents.

IX. Disabling Location Setting

IT IS FURTHER ORDERED that Respondents and 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, must allow consumers to disable the collection of Location Data from their Vehicles to the extent the Vehicle is equipped with the necessary technology, which may be accomplished by providing a mechanism (such as a toggle on the Vehicle) in the Vehicle for U.S. consumers to disable the collection of Location Data, *provided, however,* that even if the collection of Location Data is disabled on the Vehicle, Respondents may:

- A. Respond to a consumer-initiated communication originating from within the Vehicle, or an App, where Location Data may be collected, used, or disclosed only to provide that response;
- B. Respond to a Vehicle-initiated communication related to either the safe operation of that Vehicle or a theft-related alert, where Location Data may be collected, used, or disclosed only to provide that response; and
- C. Comply with lawful governmental requests, regulatory requirements, and legal orders, where Location Data may be collected, used, or disclosed as necessary for legal compliance.

X. Declining Enrollment in OnStar

IT IS FURTHER ORDERED that Respondents and 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, must allow consumers to disable the Respondents' remote collection of all data from their Vehicles if consumers decline to enroll or unenroll in OnStar, *provided, however,* that even if the consumer declines to enroll or unenrolls in OnStar, Respondents may:

- A. Respond to a consumer-initiated communication originating from within the Vehicle, where data may be collected, used, or disclosed only to provide that response;

B. Respond to a Vehicle-initiated communication related to the safe operation of that Vehicle, where data may be collected, used, or disclosed only to provide that response; and

C. Collect, use, or disclose data to identify and address issues that impair safety or to provide over-the-air updates, and for no other purposes, *provided, however*, that prior to any collection, use, or disclosure of data for this purpose, Respondents shall provide notice to consumers regarding this collection, use, or disclosure, and *provided, further, however*, if Covered Driver Data is disclosed for this purpose, Respondents can only disclose Deidentified Covered Driver Data to Third Parties unless identification is necessary to address a safety issue for or provide over-the-air updates to a specific Vehicle.

XI. Prohibition Against Misrepresentations

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 collection, use, disclosure, or Deletion of any information collected by Respondents that originates from a Vehicle and is linked or Reasonably Linkable to a U.S. consumer, including Covered Driver Data, must not misrepresent, in any manner, expressly or by implication:

A. The extent to which Respondents collect, use, disclose, or Delete any information collected by Respondents that originate from a Vehicle and is linked or Reasonably Linkable to a U.S. consumer, including Covered Driver Data;

B. The purposes for which Respondents collect, use, or disclose any Covered Driver Data; or

C. The extent to which U.S. consumers may exercise control over Respondents' collection of, maintenance of, use of, deletion of, disclosure of, or provision of access to their own Covered Driver Data, and the steps a U.S. consumer must take to implement such control.

XII. Acknowledgments of the Order

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

A. Each Respondent, within 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 20 years after the issuance date of this Order, each 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 the Provision titled Compliance Reports and Notices. Delivery must occur within 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 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.

XIII. Compliance Reports and Notices

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

A. One year after the issuance date of this Order, each Respondent must submit a compliance report, sworn under penalty of perjury, in which each 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 that 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 Covered Driver Data it collects, how Covered Driver Data is used and disclosed to Third Parties; (4) 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 (5) provide a copy of each Acknowledgment of the Order obtained pursuant to this Order, unless previously submitted to the Commission.

B. Each Respondent must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following: (1) any designated point of contact; or (2) the structure of any 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. 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 General Motors.

XIV. Recordkeeping

IT IS FURTHER ORDERED that Respondents must create certain records for 20 years after the issuance date of the Order, and retain each such record for 5 years. Specifically, Respondents must create and retain the following records:

- A. Accounting records showing the revenues from all OnStar goods or services sold, and all goods or services related to Covered Driver Data 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 of all consumer complaints that relate to the collection, maintenance, use, and disclosure of, or provision of access to consumers' Covered Driver Data, including Location Data, whether received directly or indirectly, such as through another party, and any response;
- D. For 5 years from the date received, copies of all subpoenas and other communications with law enforcement, if such communications relate to Respondents' compliance with this Order;
- E. A copy of each widely disseminated representation by Respondents that describes the extent to which Respondents maintain or protect the privacy of any Covered Driver Data, including any representation concerning a material change in any website or other service controlled by Respondents that relates to the privacy of Covered Driver Data;
- F. Records showing Affirmative Express Consent for any individual consumer on which Respondents have relied to collect, use, or disclose Covered Driver Data, including the specific notice(s) that individual consumers viewed and consented to, and the time and date of consent; and
- G. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Commission.

XV. Compliance Monitoring

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

- A. Within 10 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.

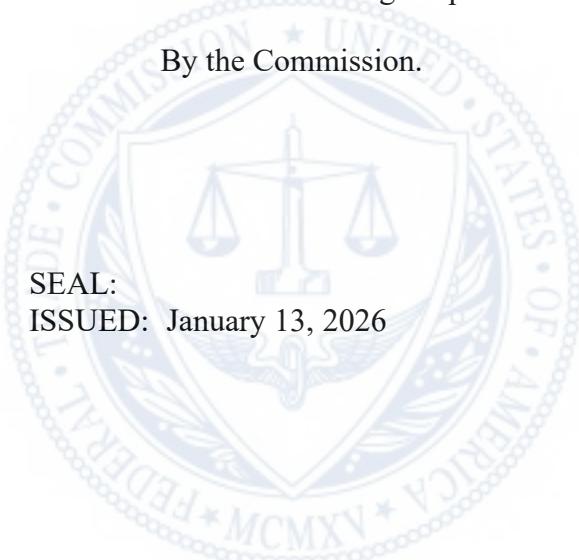
XVI. Order Effective Dates

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 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 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 Respondents 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.



SEAL:

ISSUED: January 13, 2026

April J. Tabor
Secretary