UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

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

FTC Matter No. P254500

ORDER TO FILE A SPECIAL REPORT

Pursuant to a resolution of the Federal Trade Commission ("FTC" or "the Commission") dated September 10, 2025, titled "*Resolution Directing Use of Compulsory Process to Collect Information from Companies that Offer Generative AI Companion Products or Services Regarding Their Advertising, Safety, and Data Handling Practices*," a copy of which is enclosed, [COMPANY NAME] **(**"the Company," "You," or "Your") is ordered to file with the Commission, no later than 45 days after date of service, a Special Report containing the information and Documents specified herein.

The information provided in the Special Report will assist the Commission in conducting a study of how companies offering artificial intelligence ("AI") companions monetize user engagement; impose and enforce age-based restrictions; process user inputs; generate outputs; measure, test, and monitor for negative impacts before and after deployment; develop and approve characters, whether company- or user-created; employ disclosures, advertising, and other representations to inform users about features, capabilities, the intended audience, potential negative impacts, and data collection and handling practices; share user data with third parties; and monitor and enforce compliance with rules, terms of service, or other policies governing use of the product or service.

The Special Report should restate each item of this Order with which the corresponding answer is identified. If You already have provided the same information in response to another Section 6(b) order or civil investigative demand ("CID") from the Commission, inform staff at the meet and confer of the relevant order or CID by name and matter number, and provide the date of Your response, the item of the other order or CID to which the response pertained, and the Bates number(s) for any responsive documents. Your Special Report must be subscribed and sworn to by an official of the Company who has prepared or supervised the preparation of the report from books, records, correspondence, and other data and material in Your possession. If any questions cannot be answered fully, give the information that is available and explain in what respects and why the answer is incomplete. The Special Report and all accompanying documentary responses should be Bates-stamped and electronic submissions of documents should conform with the attached "Federal Trade Commission, Bureau of Consumer Protection Production Requirements."

You are required to respond to this Order using information in Your possession, custody,

or control, including information maintained in a central data repository to which You have access. You should not seek any responsive information and data from separately incorporated subsidiaries or affiliates or from individuals (other than in their capacity as Your employee or as Your agent). However, You should provide information from separately incorporated subsidiaries or affiliates or from individuals if You already have possession, custody, or control of such information. No later than 14 days from the date of service, You should contact Commission staff and indicate whether all of the information required to respond to this Order is in Your possession, custody, or control. If certain information is not in Your possession, custody, or control, no later than 14 days from date of service, You also must: (1) Identify, both orally and in writing, each question or sub-question that You are not able to answer fully because such information is not in Your possession, custody, or control, and (2) for each, provide the full names and addresses of all entities or individuals who have possession, custody, or control of such information.

Confidential or privileged commercial or financial information will be reported by the Commission on an aggregate or anonymous basis, consistent with Sections 6(f) and 21(d) of the FTC Act. 15 U.S.C. §§ 46(f), 57b-2(d). Individual submissions responsive to this Order that are marked "confidential" will not be disclosed without first giving the Company ten (10) days' notice of the Commission's intention to do so, except as provided in Sections 6(f) and 21(d) of the FTC Act. *Id*.

SPECIFICATIONS

Applicable Time Period: Unless otherwise directed, the applicable time period for the requests set forth below is from January 1, 2022, until the date of full and complete compliance with this 6(b) Order.

Identification of Report Author

1. Identify by full name, business address, telephone number, and official capacity the individual(s) who prepared or supervised the preparation of the Company's response to this Order.

Company Information

2. State the Company's complete legal name and all other names under which it has done business, its corporate mailing address, all addresses from which it does or has done business, and the dates and states of its incorporation.

3. Describe the Company's corporate structure, and state the names of all parents, subsidiaries, divisions, affiliates, branches, joint ventures, franchises, operations under assumed names, websites, and entities over which it exercises supervision or control. For each such entity, Describe in Detail the nature of its relationship to the Company and the date it was created, acquired, sold, or otherwise changed ownership or control. Produce organizational charts sufficient to detail the Company's corporate structure. Provide the total number of employees at the Company, including the division, title and number of employees who work on trust and

safety; AI Companion Product or Service development; AI ethics; AI training, testing, or monitoring; User engagement; or similar topics.

4. If the Company is not publicly traded, Identify each individual or entity having an ownership interest in the Company, as well as their individual ownership stakes and their positions and responsibilities within the Company.

5. For each year of the Applicable Time Period, including for the current year to date, state Your financial earnings and/or losses, including total income, gross sales, and gross revenues; income/loss; advertising income; income from licensing Your products or services; and investor funding. For all types of earnings and losses, include the amount broken down by sources.

6. List each website domain and mobile application owned, operated, or controlled by, or on behalf of, the Company that offer or are otherwise related to AI Companion Products or Services.

AI Companion Products and Services

7. For each AI Companion Product or Service that the Company has owned, operated, controlled, deployed, or offered, or that the Company is developing or plans to deploy, in the United States:

   a. state its name;

   b. state whether there are free versions, Subscription versions, or both, and if applicable, distinguish each such version by name or other identifier and Identify the date it first launched and the date it was eliminated or replaced;

   c. for each version identified in Specification 7.b:

      i. state whether it is accessible via a web browser, application, or device;
      ii. Describe in Detail any age-based access restrictions and how the restrictions are implemented, monitored, and enforced;
      iii. Describe in Detail the cost to consumers, and, if the cost has changed, state the date and amount of each change; and
      iv. Describe in Detail any advertised or other principal features, and if the advertised or other principal features have materially changed, state the date of each change and describe it.

   d. Describe in Detail and produce Documents sufficient to show all ways in which the Company monetizes, or is planning to monetize, each AI Companion Product or Service or the Company, including, for example, through Subscription fees, Advertisements, financial income, licensing, in-app purchases made by Users, or the use, sharing, or sale of User data. If applicable, Your response must address any association You have made between monetization and numerical measurements of

Users' use of, or engagement with, the product or service, including related Research. Responsive Documents include data analyses or reports; business, strategy, or marketing plans; and licensing agreements. Describe in Detail and produce Documents sufficient to show all the ways other than monetization that the Company funds or plans to fund each AI Companion Product or Service or the Company;

e. On a monthly basis, state the total revenue and profit in dollars for each AI Companion Product or Service. Also, on a monthly basis, state the total revenue in dollars for each AI Companion Product or Service by each source identified in Specification 7.d, broken out by all Users in the aggregate and by each mutually exclusive Age Group;

f. Describe in Detail how the Company planned or is planning to increase or maintain the AI Companion Product or Service's User base, or to materially increase the frequency or duration of User chat sessions with an AI Companion Product or Service, including through Advertisements, or new or existing designs or features, and produce Documents sufficient to show such plans, including plans for User growth strategy, product rollout, and target audiences, and presentations for potential or actual investors;

g. if applicable, Describe in Detail which actions You have taken, or which new or existing features, designs, or practices You have implemented, that are designed to, or did or are likely to, increase or maintain the AI Companion Product or Service's User Base, or to materially increase the frequency or duration of user chat sessions with an AI Companion Product or Service;

h. if applicable, state the name of each unique AI Companion Character available to Users, whether it was created by the Company or a User, and whether and how You categorize or classify its content and age-appropriateness for current or prospective Users;

i. if applicable, and on an annual basis, for all Users and for each Age Group, list the 100 most popular AI Companion Characters, ranked: (1) by the number of Users who have interacted with the characters; (2) by the average frequency of User chat sessions; and (3) by the average duration of User chat sessions (with values provided for each AI Companion Character listed in this Specification 7.i.(1)-(3));

j. if applicable, and on an annual basis, for all Users and for each Age Group, list the 25 most popular categories of AI Companion Characters ranked by the number of Users; and

k. Describe in Detail and provide Documents sufficient to show: how You determine whether and which AI Companion Characters to offer, the design process for AI Companion Characters, and how You determine whether to cease to offer any AI Companion Character. Your response should include a description of, and Documents sufficient to show, any AI Companion Character design choices You have made in an effort to compete with other providers of AI Companion Products and Services.

8. State the following information separately for each AI Companion Product or Service identified in Specification 7, and in the aggregate for all of them, on a monthly basis, broken out by all Users and each mutually exclusive Age Group:

  a. total Unregistered Users;

  b. total Registered Users;

  c. total Subscribers;

  d. total new Subscribers;

  e. daily active Users ("DAUs");

  f. monthly active Users ("MAUs");

  g. median, 75th, and 95th percentiles of the number of daily chat sessions per User and how You define a chat session;

  h. median, 75th, and 95th percentiles of the number of minutes per User chat session;

  i. median, 75th, and 95th percentiles of the number of minutes Users spend using the AI Companion Product or Service per day and month; and

  j. median, 75th, and 95th percentiles of the number of AI Companion Characters each User has interacted with.

9. For each AI Companion Product or Service identified in response to Specification 7:

  a. Describe in Detail the dissemination, placement, prominence, and timing of claims, statements, disclosures, Advertisements, and other representations that You have disseminated or caused to be disseminated, including through statements made or delivered through AI Companion Products or Services, relating to:

    i. actual or potential use cases for the AI Companion Product or Service;
    ii. the features, capability, accuracy, or reliability of the AI Companion Product or Service;
    iii. the features, capability, accuracy, reliability, or limitations of AI Companion Characters that are presented as licensed professionals or claim to offer information or advice that a licensed professional would provide;
    iv. the extent to which Outputs, recommendations, or Advertising disseminated to the User are paid for or sponsored by a third party, and/or the extent to which the Company or a third party has otherwise received compensation for the dissemination of such Outputs, recommendations, or Advertising;

v. the limitations, risks, Negative Impacts, or Common Complaint Topics associated with the AI Companion Product or Service;

vi. how You collect, use, analyze, store, or transfer Personal Information, including User Content;

vii. the consumer audience to whom the AI Companion Product or Service is directed, and any information provided to app stores or other ratings or certification bodies to determine a recommended or required age for Users; and

viii. the use of the AI Companion Product or Service or any prohibition on its use by Minors or Children, including data deletion, parental control, safety, or time management features, tools, or settings.

b. Produce Documents sufficient to show:

i. each materially different statement, disclosure, Advertisement, and other representation that You targeted to prospective or current Users, or to app stores or ratings or certification bodies, about the subjects listed in Specification 9.a, and Describe in Detail how, when, and where each statement, disclosure, Advertisement, or representation was disseminated, including, if applicable, audience-targeting criteria and information (e.g., age, demographics, interests, etc.) for each identified Advertisement and related Research;

ii. a representative sample of Outputs about each of the subjects listed in Specification 9.a;

iii. each materially different set of Rules, policies, answers to frequently asked questions, and help articles that You disseminated or made available to current or prospective Users about the subjects listed in Specification 9.a.

10. Describe in Detail and produce Documents sufficient to show the Company's decision-making process regarding whether and to what extent to allow, disallow, or change the prevalence of sexually themed conversations, including sexually themed Outputs for Minors; how the Company trained its AI Companion Products and Services with respect to sexually themed Inputs and Outputs; and how such Company decisions affected the prevalence of sexually themed Outputs for Minors. Provide statistics, data, and metrics concerning the prevalence of sexually themed Outputs, for all Users and broken down by Age Group.

Development and Pre-Deployment Training, Testing, and Mitigation Measures

11. Describe in Detail and produce Documents sufficient to show how Generative Artificial Intelligence and AI Models are integrated into the AI Companion Products or Services identified in Specification 7, including:

a. the relevant AI Model for each AI Companion Product or Service, indicating the dates of each model, whether the model was developed by You or a third party and, if applicable, Identifying the third party;

b. if You developed the relevant AI Model:
    i. the data corpus on which You based the model; and
    ii. how and the uses for which You trained, fine-tuned, tested, red-teamed, audited, or analyzed the model;

c. how You trained, fine-tuned, tested, red-teamed, audited, or analyzed or conducted Research for each AI Companion Product or Service prior to deployment, and, if applicable, how those processes differed among Age Groups;

d. how each AI Companion Product or Service processes and responds to Inputs, including the use of system prompts, flags, filters, memories, chat history, or requests for personalization or customization, and whether the processes differ among Age Groups;

e. for the 25 most popular AI Companion Characters used by each Age Group, the system prompts, flags, filters, Inputs, or other data from Users or You that are used to customize each AI Companion Character and its Outputs;

f. all Mitigation Measures You considered or tested prior to deployment, including measures tailored to different Age Groups, whether You implemented them, and why You did not implement any Mitigation Measure You considered or tested;

g. the extent to which an AI Companion Product or Service or AI Companion Character's profile, features, design elements, communication style, and Output parameters are defined or determined by You, Users, or a combination of You and Users; and

h. the role of any third parties in generating or refining Outputs, and if applicable, the Identity of each such third party.

If applicable, produce the relevant licensing or other agreements with each third party referenced in Your response.

Pre-Deployment Assessments of Negative Impacts

12. For each AI Companion Product or Service identified in Specification 7, and to the extent not addressed in Your response to Specification 11, Describe in Detail and produce Documents sufficient to show all Company standards for deployment, Assessments of Negative Impacts, or, if applicable, analysis related to Common Complaint Topics, that were developed or conducted prior to deploying the initial version of the product or service and prior to deploying any updated version with materially different or improved features, capabilities, accuracy, or reliability, including:

a. how You determined what Negative Impacts or, if applicable, Common Complaint Topics, You would monitor, and how You developed and implemented policies, guidelines, principles, procedures, testing protocols, definitions, metrics,

or thresholds to determine whether the product or service's performance aligns with Company standards for deployment;

b. how You determined whether or not to implement Mitigation Measures and how You evaluated the effects of Mitigation Measures, that were tested or implemented, on the User experience;

c. the job titles, areas of technical expertise, and professional credentials of the individuals principally engaged in the tasks described in Specification 12.a, whether the individuals are employed at the Company or by a third party; and

d. for each Assessment of Negative Impacts or, if applicable, analysis related to Common Complaint Topics:

   i. the version of the AI Companion Product or Service;
   ii. the date the version was deployed;
   iii. the job titles, areas of technical expertise, and professional credentials of the individuals principally involved;
   iv. the specific Negative Impacts or Common Complaint Topics You identified, detected, and evaluated;
   v. the primary metrics and thresholds You used to assess the version's alignment with Company standards for deployment;
   vi. for each Negative Impact or Common Complaint Topic responsive to Specification 12.d.iv., all Mitigation Measures You considered or tested, including measures tailored to different Age Groups, whether You implemented them, and, if applicable, the reasons why You rejected particular measures; and
   vii. the job title(s) and respective areas of expertise of the Person(s) responsible for approving the version's deployment.

Describe in Detail any material differences in Your response between and among all Age Groups.

Post-Deployment Assessment of, and Monitoring and Mitigation of, Negative Impacts

13. For each AI Companion Product or Service identified in Specification 7, Describe in Detail and produce Documents sufficient to show, all post-deployment Assessment of Negative Impacts, analysis related to Common Complaint Topics, and monitoring processes and procedures for Negative Impacts and Common Complaint Topics, including how You identified, detected, and evaluated, any Negative Impacts or Common Complaint Topics, and the methods used to detect such impacts, such as automated review (e.g., classifiers), human review, or a complaint system, and Describe in Detail the job titles, areas of technical expertise, and professional credentials of the individuals principally involved in those processes and procedures.

14. For each version of the AI Companion Products or Services identified in Specification 12.d.i, Describe in Detail and provide Documents sufficient to show, all Mitigation Measures to

eliminate or reduce Negative Impacts or Common Complaint Topics that You considered or tested post deployment, including whether You considered or tested measures tailored to different Age Groups; the results of any testing or evaluation of Mitigation Measures; which measures, if any, You implemented or removed; if applicable, the reasons why You rejected particular measures; and Describe in Detail the job titles, areas of technical expertise, and professional credentials of the individuals principally involved in considering or testing the measures.

Standards for AI Companion Products or Services, Age Restrictions, and Compliance Practices

15. Without regard to time period, for each AI Companion Product or Service identified in Specification 7:

   a. Describe in Detail and produce all Documents consisting of Rules, standards, guidelines, policies, and compliance practices related to the creation, publication, dissemination, use of, or content produced by, AI Companion Products or Services, including policies, procedures, guidelines, and practices governing Your review, testing, and approval of a new character, whether created by You or a User;

   b. Describe in Detail and produce Documents sufficient to show the job titles, areas of technical expertise, and professional credentials of the individuals principally engaged in the development or implementation of Rules, standards, guidelines, policies and compliance practices identified in response to Specification 15.a;

   c. Describe in Detail and produce Documents sufficient to show Your post-deployment monitoring and enforcement practices, whether internally or via a third-party vendor, for Rule infractions, Outputs, or categories of Outputs associated with Negative Impacts, or Common Complaint Topics; and

   d. Describe in Detail and produce Documents sufficient to show, for each instance of an Output that You have associated with a Negative Impact or Common Complaint Topic, or each Input that violates a Rule:

      i. the date of the Output or Input;
      ii. the Age Group of the affected User, if applicable;
      iii. the Negative Impact or Common Complaint Topic or Rule infraction;
      iv. any action, warning, sanction, or penalty the Company imposed; and
      v. all Mitigation Measures You implemented to address any Negative Impact, Common Complaint Topic, or Rule infraction.

16. Without regard to time period, Describe in Detail and produce Documents sufficient to show all Rules and policies and practices related to age-based restrictions on access to or use of each AI Companion Product or Service identified in Specification 7 and any specific AI Companion Characters, including:

a. all age-gating, age verification, age estimation, or other age assurance techniques or technologies You use, or have considered using, to assess, verify, or estimate the age of any User, including related Research and the reasons why You rejected particular techniques or technologies;

b. Your monitoring and enforcement practices related to infractions of such Rules, including where a User's Input states or otherwise indicates that the User is or may be a Child or Minor;

c. all Mitigation Measures that are triggered if a User's account profile, Input, or complaint indicates that the User is a Minor, Teen, or Child; and

d. all testing, red team exercises, audits, or analyses related to Specifications 16a.-c.

Complaints

17. For each AI Companion Product or Service identified in Specification 7, Describe in Detail:

a. how Users and other consumers report or complain to You about Outputs;

b. the number of reports or complaints about Outputs You have received, whether received directly or through a third party, on a monthly basis, broken down by Common Complaint Topic, or any other categories You or Users assign the reports or complaints in the ordinary course of business, and broken down by Age Group;

c. the number of reports or complaints about Outputs You have escalated for further review, investigated and/or resolved on a monthly basis, broken down by Common Complaint Topics, or any other categories You or Users assign the reports or complaints in the ordinary course of business;

d. the number of reports or complaints You have received, on a monthly basis, broken down by Common Complaint Topic, or any other categories You or Users assign the reports or complaints in the ordinary course of business, whether received directly or through a third party, that specifically relate to Users who are Young Adults, Minors, Teens, or Children, whether or not the complaints or reports relate to Outputs;

e. the number of reports or complaints indicating that a User is or may be a Child;

f. the number of reports or complaints indicating that a Minor, Teen, or Child has suffered, is suffering, or may suffer any Negative Impact or issue related to a Common Complaint Topic; and

g. any steps you take, such as automated or human review, key word searches or alerts, issue tagging, or escalation of sensitive issues, to identify or investigate reports or complaints indicating that
    i. a User is or may be a Child; or
    ii. a Minor, Teen, or Child has suffered, is suffering, or may suffer any Negative Impact or issue related to a Common Complaint Topic.

Produce Documents sufficient to show policies and procedures for addressing complaints and reports, and produce all complaints and reports in a de-identified form received or accessed by You during the Applicable Time Period, related to Common Complaint Topics; Negative Impacts; parental controls or other Mitigation Measures; the collection, use, storage, disclosure, sale, deletion, or transfer of Personal Information; Users who are Young Adults, Minors, or Teens; and/or Users who are or may be Children. Also produce all Documents relating to concerns raised by Company employees, agents, or contractors concerning Negative Impacts; Common Complaint Topics; parental controls or other Mitigation Measures; or the collection use, storage, disclosure, sale, deletion or transfer of Personal Information, including the Company's analysis and any Mitigation Measures considered or implemented to address the concern(s).

User Behavior and Research

18. Without regard to time period, for each AI Companion Product or Service identified in Specification 7, for all Users and for specific Age Groups, Describe in Detail and produce Documents sufficient to show how the Company measures and categorizes User behavior, including by assigning profiles based on User Content or tracking the number, frequency, duration, or timing of User chat sessions or conversations. Provide information and Documents with respect to all Users and specific Age Groups.

19. Without regard to time period and to the extent not described or produced in your response to other Specifications, for each AI Companion Product or Service identified in Specification 7, Describe in Detail and produce Documents sufficient to show all Research that assesses or uncovers a relationship or potential relationship between the product or service (including associated AI Companion Characters) and any Negative Impact, Common Complaint Topic, or any impact on the frequency or duration of, chat sessions, or amount of overall User engagement of the Product or Service. For such Research, provide: the title of the Research; the Identity(ies) of the Person(s) responsible for conducting and overseeing the Research; the date the Research was initiated and the date it was completed; the number and ages of the Research subjects; a description of the Research goals, methodology, and types of subject data analyzed; and any findings, recommendations, or other suggested actions based, in whole or in part, on the Research.

20. Without regard to time period, for each AI Companion Product or Service identified in Specification 7, Describe in Detail and produce Documents sufficient to show all Research related to User-configurable application settings, including parental controls or other Mitigation Measures, You have considered, implemented or designed to reduce or eliminate any type of Negative Impact. For each such setting, state whether it was the default setting,

whether the setting was an opt in or an opt out, whether settings differ across Age Groups, and the number of those who opted into the setting, broken down by the Age Group of the User.

21. To the extent not described or produced in your response to other Specifications, Describe in Detail and produce Documents sufficient to show all internal metrics showing usage patterns broken down for Minors, Teens, and Children, including but not limited to: frequency of use, duration of sessions, time of day patterns, content markers, linguistic indicators, or behavioral signals that trigger review or intervention.

Data Collection and Use

22. For each AI Companion Product or Service identified in Specification 7:

   a. list the categories of Users' Personal Information that the Company collects, uses, analyzes, stores, or transfers to third parties and provide a sample of Documents sufficient to show all types of data fields that capture those categories of Users' Personal Information;

   b. if the Company generates summaries of, or inferences from, Inputs and Outputs that the Company collects, uses, analyzes, stores, or transfers to third parties, Describe in Detail all types of summaries or inferences the Company creates;

   c. for each category, summary, or inference listed in Specifications 22.a and b, Identify, if applicable, and Describe in Detail:

      i. the source of the data and the purpose(s) for which You collect it;
      ii. where the data is stored, including the extent to which You have created copies of the data for product development or other purposes;
      iii. the retention practices for the data, including the time period for which the data is stored and the purpose(s) for which it is stored;
      iv. any deletion tools that You make available to consumers, the type of data that consumers can delete, to whom deletion requests are made available (e.g., Users and/or parents of Minor Users), and how long the data is stored after a User has requested its deletion or has deleted their account;
      v. the purpose(s) for which the Company collects, uses, analyzes, stores, or transfers the data;
      vi. the individuals or categories of individuals who can access the data;
      vii. the third parties with whom the data is shared or sold;
      viii. the purpose(s) for which those individuals, categories of individuals, or third parties can access or acquire the data; and
      ix. any steps You have taken to monitor, log, and audit who is accessing the data and for what purpose;

   d. if Your handling of Users' Personal Information has materially changed, state the date of each such change and describe the substance of the change;

e. if Your handling of Users' Personal Information has materially differed between Registered Users, Unregistered Users, and Subscribers, describe the substance of each such difference; and

f. produce all privacy impact assessments, if any, related to Users' Personal Information that the Company collects, uses, analyzes, stores, or transfers to third parties.

Other Documents

23. Produce all Documents consulted or otherwise relied on to prepare Your response to this Order that were not otherwise specifically requested.

NOTICE: This Order does not seek any information that is prohibited from disclosure under the Cable Communications Policy Act of 1984 ("Cable Act"), 47 U.S.C. §§ 551 et seq., the Satellite Television Extension and Location Act ("STELA"), 47 U.S.C. § 338(i), or the Electronic Communications Privacy Act ("ECPA"), 18 U.S.C. §§ 2701 et seq. To the extent that You are, for purposes of ECPA, a provider of Electronic Communications Service or Remote Computing Service to a customer or subscriber about whom this request seeks information, do not divulge a record or information pertaining to such customer or subscriber or the content of such customer's or subscriber's communications, other than the content, records, and information specifically requested in this Order. If You have any questions, please contact FTC counsel before providing responsive information.

Attachment A

DEFINITIONS & ADDITIONAL INSTRUCTIONS

The following definitions apply to the 6(b) Order:

A.   "**Advertisement**" or "**Advertising**" or "**Ad**" means any written or verbal statement, illustration, or depiction that promotes the sale or use of a good or service or is designed to increase consumer interest in a brand, good, or service. Advertising media includes but is not limited to: packaging and labeling; promotional materials; print; television; radio; and Internet, social media, and other digital content.

B.   "**Age Group**" means any of the following age groups: Children, Teens, Minors, Young Adults, Users age twenty-five (25) or older, or Users of any other age(s) or age range(s) under 25 that You have delineated in the ordinary course of business.

C.   "**AI Companion Character**" means a behavioral and communicative profile or persona offered through an AI Companion Product or Service that governs how it interacts with and responds to Users.

D.   "**AI Companion Product or Service**" means a computer program accessible via a website, application, or device that uses Generative Artificial Intelligence and can simulate human-like communication between the User and the program by, for example, offering the User emotional support; social, educational, or professional advice or services; or entertainment.

E.   "**AI Model**" means a computational model that employs a machine learning architecture (e.g., transformers, convolutional neural networks, recurrent neural networks, generative adversarial networks) and has been trained on data to perform tasks (e.g., recognizing patterns, making decisions, or generating content), including Large Language Models.

F.   "**Assessment of Negative Impact**" or "**Assessment**" means any detection, measurement, or analysis of the prevalence or severity of Negative Impacts.

G.   "**Child**" or "**Children**" means individuals under the age of thirteen (13).

H.   "**Collaborative Work Environment**" means any platform, application, product, or system used to communicate, or to create, edit, review, approve, store, organize, share, and access Documents, communications, and information by and among Users, including Microsoft SharePoint sites, cloud storage systems (e.g., Google Drive, OneDrive, Dropbox), eRooms, document management systems (e.g., iManage), intranets, chat (e.g., Slack, Discord), web content management systems (e.g., Drupal), wikis (e.g., Confluence), work tracking software (e.g., Jira), version control systems (e.g., Github), and blogs.

I.   "**Common Complaint Topic(s)**" means the top ten substantive topic areas raised or discussed in complaints or reports received or accessed by the Company regarding Inputs, Outputs, or usage (including extended or excessive use), design elements, or software architecture of an AI Companion Product or Service. Common Complaint Topics do not include

complaints or reports about topics: (1) already considered by the Company to be Negative Impacts, or (2) related to technical glitches or problems.

J.   "**Company**," "**You**," or "**Your**" means [Company name], its wholly or partially owned subsidiaries, unincorporated divisions, joint ventures, operations under assumed names, and affiliates, and all directors, officers, members, employees, agents, consultants, and other persons working for or on behalf of the foregoing. The terms "Company," "You" or "Your" do not include separately incorporated subsidiaries and affiliates unless the response relates to information from or about such entities that you already have access to, including information maintained in a central data repository.

K.   "**Describe in Detail**" means to provide the information requested in a narrative form, and including an explanation of each material change, if any, during the Applicable Time Period relating to the matter described, as well as the effective date of the change(s), and the reason(s) for such change(s).

L.   "**Document**" means the complete original, including all attachments and copies of all hyperlinked materials (other than hyperlinks to publicly accessible websites), all drafts or prior versions, and any non-identical copy, whether different from the original because of notations on the copy, different metadata, or otherwise, of any item covered by 15 U.S.C. § 57b-1(a)(5), 16 C.F.R. § 2.7(a)(2), or Federal Rule of Civil Procedure 34(a)(1)(A), including chats, instant messages, text messages, direct messages, information stored on or sent through social media accounts or messaging or other applications (e.g. Microsoft Teams, Slack), information contained in, hyperlinked to, or sent through Collaborative Work Environments, and information on all devices (including employee-owned devices) used for Company-related activity.

M.   "**Generative Artificial Intelligence**" means a deep-learning-based computing model that, when prompted by a User, generates statistically-probable outputs—such as text, images, audio, or other content—that mimic human communication and creativity.

N.   "**Identify**" or "**the Identity of**" requires identification of (a) natural persons by name, title, present business affiliation, present business address, telephone number, email address, and username, screen name, handle, or any other identifiers used in communications; or, if a present business affiliation or present business address is not known, the last known business and home addresses; and (b) businesses or other organizations by name, address, and the identities of Your contact persons at the business or organization.

O.   "**Input**" means a User's textual, vocal, emotive, or visual communication with an AI Companion Product or Service.

P.   "**Large Language Model**" means one or more generative models, created using machine learning, deep learning, or similar techniques, that is trained or developed using large textual datasets and that You have developed or used in connection with the operation of Your products or services.

Q.   "**Minor(s)**" means individuals under the age of eighteen (18).

R.   **"Mitigation Measure(s)"** means a rule, protocol, strategy, or action designed to reduce the prevalence or severity of a Negative Impact, including augmented prompt or Output filtering or moderation; re-training; re-sampling; re-ranking; adversarial training; alignment training; fine-tuning; User feedback mechanisms; auditing tools; default application settings; User time limits; parental control features; and User disclosures, including automated referrals to third-party resources related to substance abuse, suicide prevention, or mental health.

S.   **"Negative Impact"** means any actual or potential adverse effect that relates, in whole or in part, to Outputs, usage (including extended or excessive use), design elements, or software architecture of an AI Companion Product or Service.

T.   **"Output"** means one or more statements, illustrations, depictions, or actions that an AI Companion Product or Service communicates to a User in response to that User's Input or to continue the conversation, whether on the platform or via another method of communication to bring the user back to the platform, including full or partial transcripts, chat or call histories, metadata, and any information derived therefrom.

U.   "**Person**" includes the Company and means any natural person, corporate entity, partnership, association, joint venture, government entity, or trust.

V.   "**Personal Information**" means information from or about an individual, including but not limited to: (a) a first and last name; (b) a home or physical address, including street name and name of city or town; (c) geolocation information; (d) email address or other online contact information, such as an online account User identifier or a screen name; (e) a mobile or other telephone number; (f) government-issued identification number, such as a driver's license, military identification, passport, or Social Security number, or other personal identification number, or any part thereof; (g) User account credentials, such as a login name and/or password; (h) financial information, such as an account number, debit or credit card number, or any part thereof, or receipt from a financial transfer; (i) a persistent identifier; (j) biometric data; (k) video, audio, or images; (l) User Content; (m) health data; (n) racial or ethnic origin; (o) political beliefs; (p) religion; (q) sexual orientation; or (r) any information combined with or inferred from any of (a) through (q) above.

W.   **"Registered User(s)"** means Users who access an AI Companion Product or Service by logging into or using an account.

X.   **"Research"** means any qualitative or quantitative research, study, or experiment, including copy tests, focus groups, interviews, marketing surveys and reports, recall tests, questionnaires, data analyses, audience reaction tests, communication tests, analyses of users' behavioral data, and A/B tests. The definition includes Research conducted by or on behalf of the Company as well as third-party Research of which the Company is aware and has accessed.

Y.   **"Rule(s)"** means all terms of service, conditions of use, community guidelines, privacy and other policies, protocols, and procedures applicable to Users.

Z.   **"Subscription"** means an agreement by a User to pay a one-time or recurring fee for use of an AI Companion Product or Service.

AA.   **"Subscriber"** means a User who has a Subscription.

BB.   **"Teen(s)"** means individuals between and including the ages of thirteen (13) and seventeen (17).

CC.   **"Unregistered User(s)"** means Users who access an AI Companion Product or Service without logging into or using an account.

DD.   "**User**" means a human located in the United States or presumed by the Company to be located in the United States who has visited an AI Companion Product or Service through a mobile device application or a web or mobile browser.

EE.   "**User Content**" means Inputs and related Outputs.

FF.   **"Young Adult(s)"** means individuals between and including the ages of eighteen (18) and twenty-four (24).

GG.   **Meet and Confer**: You must contact Alysa Bernstein at [CONTACT] or Tiffany Woo at [CONTACT] as soon as possible to schedule a meeting (telephonic or in person) in order to confer regarding Your response.

HH.   **Modification of Specifications**: If You believe that the scope of the required search or response for any Specification can be narrowed consistent with the Commission's need for Documents or information, You are encouraged to discuss such possible modifications, including any modifications of definitions and instructions, with the Commission counsel named above.

II.   **Electronic Submission of Documents**: See the attached "Federal Trade Commission, Bureau of Consumer Protection Production Requirements," which details all requirements for submission of information, generally requiring that files be produced in native form and specifying the metadata to be produced. As noted in the attachment, some items require discussion with Commission counsel prior to production, which can be part of the general Meet and Confer described above. If You would like to arrange a separate discussion involving Persons specifically familiar with Your ESI systems and methods of retrieval, make those arrangements with Commission counsel when scheduling the general Meet and Confer discussion.

JJ.   **Production of Copies**: Copies of marketing materials and advertisements shall be produced in color, and copies of other materials shall be produced in color if necessary to interpret them or render them intelligible.

KK.   **Sensitive Personally Identifiable Information and Sensitive Health Information**: If any material called for by these requests contains Sensitive Personally Identifiable information or Sensitive Health Information of any individual, please contact Commission counsel before sending those materials to discuss ways to protect such information during production. For purposes of these requests, Sensitive Personally Identifiable Information includes: an individual's Social Security number alone; or an individual's name or address or telephone number in combination with one or more of the following: date of birth, Social Security number, driver's license number or other state identification number, or a foreign country equivalent,

passport number, financial account number, credit card number, or debit card number. Sensitive Health Information includes medical records and other individually identifiable health information relating to the past, present, or future physical or mental health or conditions of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual.

LL.   **Sexually Explicit Images**: Your responses should not include any visual depictions, including photographs, films, videos, pictures, or computer or computer-generated images, of sexually explicit or erotic content. If any responsive materials contain such images or depictions, please contact FTC counsel before producing those materials to discuss whether there are steps You can take to minimize the production of such images, and how to securely transmit such information to the FTC.

MM.   **Withholding Requested Material / Privilege Claims:** For specifications requesting production of Documents or answers to written interrogatories, if You withhold from production any responsive material based on a claim of privilege, work product protection, statutory exemption, or any similar claim, You must assert the claim before full and complete compliance with this Order, and You must submit a detailed log, in a searchable electronic format, of the items withheld that identifies the basis for withholding the material and meets all the requirements set forth in 16 C.F.R. § 2.11(a)–(c). The information in the log must be of sufficient detail to enable FTC staff to assess the validity of the claim for each Document, including attachments, without disclosing the protected information. If only some portion of any responsive material is privileged, You must submit all non-privileged portions of the material. Otherwise, produce all responsive information and material without redaction. 16 C.F.R. § 2.11(c). The failure to provide information sufficient to support a claim of protected status may result in denial of the claim. 16 C.F.R. § 2.11(a)(1).

You are advised that penalties may be imposed under applicable provisions of federal law for failure to file special reports or for filing false reports.

 By direction of the Commission

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Andrew N. Ferguson, Chairman

DATED: