

**UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Edith Ramirez, Chairwoman**
 Julie Brill
 Maureen K. Ohlhausen
 Joshua D. Wright

_____)
In re AARON’S, INC., a corporation.)
))
))
))
))
_____)

**AGREEMENT CONTAINING
CONSENT ORDER**

FILE NO. 1223264

AGREEMENT CONTAINING CONSENT ORDER

The Federal Trade Commission has conducted an investigation of certain acts and practices of Aaron’s, Inc. (“Aaron’s” or “proposed respondent”). Proposed respondent, having been represented by counsel, is willing to enter into an agreement containing a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between Aaron’s and counsel for the Federal Trade Commission that:

1. Proposed respondent Aaron’s is a Georgia corporation with its principal office or place of business at 309 E. Paces Ferry Road, N.E., Atlanta, Georgia 30305.
2. Proposed respondent admits that the Commission has jurisdiction in this matter.
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 order entered pursuant to this agreement.

4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

5. Proposed respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in the order. Only for purposes of this action, proposed respondent admits the facts necessary to establish jurisdiction

6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, 16 C.F.R. Part 2.34, the Commission may, without further notice to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 containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any rights it may have to any other means of service. The complaint may be used in construing the terms of the order, and no agreement, understanding, representation, or interpretation not contained in the order or the agreement may be used to vary or contradict the terms of the order.

7. Proposed respondent has read the draft complaint and consent order. Proposed respondent understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

ORDER

DEFINITIONS

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

1. Unless otherwise specified, "respondent" shall mean Aaron's and its successors and assigns.

2. "Commerce" shall be defined as it is defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.

location of an item. Geophysical location tracking technologies include, but are not limited to, technologies that report the GPS coordinates of a computer or other item; the WiFi signals available to or actually used by a computer to access the Internet; the telecommunication towers or connections available to or actually used by a computer; the processing of any such reported data or information through geolocation lookup services; or any information derived from any combination of the foregoing.

9. “Monitoring technology” shall mean any hardware, software, or application utilized in conjunction with a computer that can cause the computer to (1) capture, monitor, or record, and (2) report information about user activities by:

- a. Recording keystrokes, clicks, or other user-generated actions;
- b. Capturing screenshots of the information displayed on a computer monitor or screen; or
- c. Activating the camera or microphone function of a computer to take photographs or record audio or visual content through the computer’s webcam or microphone.

INJUNCTION

I. MONITORING TECHNOLOGY PROHIBITED

IT IS HEREBY ORDERED that respondent, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and its officers, agents, servants, employees, and all persons or entities in active concert or participation with them who receive actual notice of this order, by personal service or otherwise, in connection with any covered rent-to-own transaction, are hereby permanently restrained and enjoined from:

- A. Using any monitoring technology to gather data or information from or about a consumer from any computer rented to a consumer; or
- B. Receiving, storing, or communicating any data or information from or about a consumer that was gathered from a computer rented to a consumer using any monitoring technology.

Provided that this Part does not apply to respondent’s use of any monitoring technology to gather data or information from or about a consumer from any computer rented to a consumer, with notice to and consent from the consumer, in connection with a request for technical assistance initiated by the consumer, where respondent only uses the information to provide, or attempt to provide, the requested technical assistance and for no other purpose.

V.
PROTECTION OF DATA

IT IS FURTHER ORDERED that respondent, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and its officers, agents, servants, employees, and all persons or entities in active concert or participation with them who receive actual notice of this Order, by personal service or otherwise, shall:

A. Delete or destroy data or information from or about a consumer previously gathered or stored using any monitoring or geophysical location tracking technology that does not comply with Parts I, II, and III of this Order, unless such action is otherwise prohibited by court order or other legal obligation and after the expiration of any such court order or other legal obligation the information is deleted or destroyed; and

B. Only transfer any data or information from or about a consumer that was gathered by any monitoring or geophysical location tracking technology from the computer upon which the technology is installed to respondent's server(s), and from the respondent's server(s) to any other computers or servers, if the information collected is rendered unreadable, unusable, or indecipherable during transmission.

VI.
NO MISREPRESENTATIONS ABOUT PRIVACY

IT IS FURTHER ORDERED that respondent, directly or through any corporation, partnership, subsidiary, division, trade name, or other device, and its officers, agents, servants, employees, and all persons or entities in active concert or participation with it who receive actual notice of this Order, by personal service or otherwise, in connection with any covered rent-to-own transaction shall not misrepresent, in any manner, expressly or by implication, the extent to which respondent maintains and protects the security, privacy, or confidentiality of any data or information from or about a consumer.

VII.
OVERSIGHT AND MONITORING OF FRANCHISEES

IT IS FURTHER ORDERED that respondent shall:

A. Require its franchisees to delete or destroy data or information from or about a consumer previously gathered or stored using any monitoring or geophysical location tracking technology that does not comply with Parts I, II, and III of this Order, unless such action is otherwise prohibited by court order or other legal obligation, in which case, after the expiration of any such court order or other

B. Within thirty (30) days after the date of service of this Order, prohibit each of its franchisees from, in connection with a covered rent-to-own transaction:

1. Using any monitoring technology to gather data or information from or about a consumer from any computer rented to a consumer;

2.

make available to the Federal Trade Commission for inspection and copying, any documents, whether prepared by or on behalf of respondent, that:

A. Comprise or relate to complaints or inquiries, whether received directly, indirectly, or through any third party, concerning consumer privacy, specifically including complaints or inquiries related to any monitoring or geophysical tracking technologies and any responses to those complaints or inquiries;

B. Are reasonably necessary to demonstrate full compliance with each provision of this Order, including but not limited to, all documents obtained, created, generated, or which in any way relate to the requirements, provisions, or terms of this Order, and all reports submitted to the Commission pursuant to this Order;

C. Contradict, qualify, or call into question respondent's compliance with this Order;
or

D. Acknowledge receipt of this Order obtained pursuant to Part VIII.

XI. TERMINATION OF ORDER

This Order will terminate on _____, 2033, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the Order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

A. Any Part in this Order that terminates in less than twenty (20) years; and

B. This Order if such complaint is filed after the Order has terminated pursuant to this Part.

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

Signed this _____ day of _____, 2013.