

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

FEDFED

**STIPULATED FINAL ORDER
FOR PERMANENT INJUNCTION**

Plaintiff Federal Tr

and 1345. Venue lies properly with this Court.

2. The FTC has the authority under Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), to seek the relief it has requested.

3. The Complaint sta(his)Tj14.0400 017.040h 0.00 0.00 rgBTms0 TD((the)Tj17.6400 0.0cTD(

10. Defendants have not admitted any cause of action in the Complaint, and their agreement to settle and finally resolve this action shall not be interpreted to constitute an admission that they have engaged in any

6. “**Clear(ly) and prominent(ly)**” means that, in an electronic medium, the disclosure shall be: (a) unavoidable; (b) of a size and shade, and shall appear on the screen for a duration, sufficient for an ordinary consumer to read and comprehend it; and (c) in understandable language and syntax. Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any advertisement or promotion.

7. “**Keylogger**” means any software, program, or code whose purpose is to cause the recording or transmission of the keystrokes a computer user types, screenshots, and/or other computer activities.

8. “**Pers.**

Order, the term “Remotely Deployable Keylogger Program” does not include the current software program marketed or sold by Defendants as “CyberSpy” through, without limitation, the website www.cyberspysoftware.com, or any substantially similar locally installed Keylogger that does not provide remote access to the stored information from the monitored computer.

11. “**Including**” means including without limitation.

ORDER

I.

INJUNCTION PROHIBITING SURREPTITIOUS INSTALLATION

IT IS HEREBY ORDERED that Defendants, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, are permanently restrained and enjoined from, or assisting others in, promoting, selling, or distributing RemoteSpy by means of informing or suggesting to customers that the Software may be, or is intended to be, installed on a computer without the knowledge or consent of the computer’s owner, including by providing instructions for disguising the name of the executable file that accomplishes the installation, and/or recommending the use of a stealth email service for sending the executable file to a remote computer.

II.

**INJUNCTION PROHIBITING
DECEPTIVE MEANS AND INSTRUMENTALITIES**

IT IS FURTHER ORDERED that Defendants, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, are permanently restrained and enjoined from, or assisting others in, providing others with the means and instrumentalities with which to make, expressly or by implication, orally or in writing, any false or misleading statement or representation of material fact regarding RemoteSpy including falsely representing that the Software is an innocuous file or attachment such as photos or music.

III.

INSTALLATION NOTICE AND TRANSPARENCY

IT IS FURTHER ORDERED that, except as provided in Subsection C below, Defendants, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, are permanently restrained and enjoined from, or assisting others in, promoting, selling, or distributing RemoteSpy unless Defendants comply with the procedures identified in both Subsections A and B below:

- A. Installation Notice:** Prior to the installation of RemoteSpy, Defendants must cause to be displayed to the user of the computer upon which the

attributable to RemoteSpy;

- c. The desktop icon must display the name of the Software adjacent to the icon; and
- d. Mousing over or placing the cursor or pointer on the system tray icon must cause the name of the Software to be displayed.

2. Source of Information: Clicking on the desktop icon or the system tray icon must provide the user with Clear and Prominent information sufficient to identify:

- a. The name and material functions of the Software;
- b. That the Software is running on the user's computer; and
- c. Where and how the user can contact Defendants for additional information or to resolve an issue of improper installation of the Software, including instructions for removal of the Software.

3. Ability to Disable Icons at Installation: The Install Notice (Subsection A, above) may include notice that the desktop and system tray icons will be installed and provide the user installing the Software (*i.e.*, the person using the computer upon which the Software is to be installed) the option, through a link or other means, to disable or prevent the installation of the icons.

functional unless the requirements of this paragraph are satisfied.

2. The default Install Notice (Subsection A, above) and desktop and system tray icon (Subsection B, above) requirements do not apply to upgrades, patches, and updates sent to a particular computer when the Software is currently installed on that computer and no component of the Software has been removed that prevents the Software from running on that computer.

IV.

ADDITIONAL WARNINGS AND NOTICES

IT IS FURTHER ORDERED that Defendants, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, are permanently restrained and enjoined from, or assisting others in, promoting, selling, or distributing RemoteSpy unless Defendants provide the purchaser with the following notices:

- A. Home Page Notice:** The home page or the principal advertising page of any Internet website advertising RemoteSpy must Clearly and Prominently provide notice that only the owner of a computer or a person who has permission to monitor a computer may install or use the Software on that particular computer and that installing or using the Software on a computer that the purchaser does not own or have permission to monitor may violate local, state, and/or federal law. The foregoing notice must be placed such

requires an additional installation.

VI.

PROTECTION OF DATA

IT IS FURTHER ORDERED that Defendants, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, are permanently restrained and enjoined from transferring information collected by RemoteSpy from the computer upon which the Software is installed to Defendants' servers or any other servers unless the information collected is rendered unreadable, unuseable, or indecipherable during transmission.

VII.

AFFILIATE MARKETING

IT IS FURTHER ORDERED that Defendants, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, are permanently restrained and enjoined from, or assisting others in, promoting, selling, or distributing RemoteSpy by means of affiliates, resellers, or other third parties unless:

- A. Defendants serve all affiliates, resellers or other third parties with a copy of this Order and obtain a written acknowledgment that they have received and read the Order; and
- B. Defendants take reasonable and appropriate measures to ensure that all

affiliates, resellers or other third parties comply with the applicable terms of this Order. Reasonable and appropriate measures shall include, without limitation, periodic monitoring of affiliates, resellers or other third parties and the prompt termination of affiliates, resellers or other third parties who fail to comply timely with any applicable term of this Order.

VIII.

MARKETING CLAIMS REGARDING THE FTC

IT IS FURTHER ORDERED that Defendants, and all other Persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, are permanently restrained and enjoined from, or assisting others in, promoting, selling, or distributing RemoteSpy by making any express or implied representation that the Federal Trade Commission has certified, endorsed, or approved the sale or use of RemoteSpy.

IX.

UNINSTALLATION OF EXISTING REMOTESPY LICENSES

IT IS FURTHER ORDERED that Defendants, and all other persons or entities in active concert or participation with them who receive actual notice of this Order by

personal service or otherwise, whether a2Tj18.30E800 0.0000 TD(a)T4(St8121.4400 265.2000 TD(IT I)Tj20

on or before the date of entry of this Order to cease to function and be uninstalled from any computer on which they are installed within thirty (30) days from the date of entry of the Order.

X.

RIGHT TO REOPEN

IT IS FURTHER ORDERED that the Commission's agreement to this Order is expressly premised upon the truthfulness, accuracy, and completeness of the financial statements executed and provided to the Commission by Defendants on February 19, 2010. If, upon motion by the Commission, this Court finds that Defendants' financial statements failed to disclose any material asset, or materially misrepresented the value of any asset, or made any other material misrepresentation or omission, the Commission may request that this Order be reopened for the purposes of seeking disgorgement from Defendants; provided, however, that in all other respects this Order shall remain in full force and effect unless otherwise ordered by this Court; and provided further, that proceedings instituted under this Section ar

XI.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating compliance with any provision of this Order,

- A. Within ten (10) days of receipt of written notice from a representative of the Commission, Defendants each shall submit additional written reports, which are true and accurate and sworn to under penalty of perjury; produce documents for inspection and copying; appear for deposition; and provide entry during normal business hours to any business location in such Defendant's possession or direct or indirect control to inspect the business operation, provided that Defendants, after attempting to resolve a dispute without court action and for good cause shown, may file a motion with this Court seeking an order including one or

controlled in whole or in part by any Defendant, without the necessity of identification or prior notice; and

- C. Defendants each shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

Provided however, that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49 and 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)).

XII.

COMPLIANCE REPORTING

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

- A. For a period of three (3) years from the date of entry of this Order,

1. Defendant 00 0.00000 0.00000 1.00000.00000o157.5200 0. 1.00000 0.0000 0.00006.0000

- b. Any changes in his employment status (including self-employment), and any change in his ownership in any business entity within ten (10) days of the date of such change. Such notice shall include the name and address of each business that he is affiliated with, employed by, creates or forms, or performs services for; a detailed description of the nature of the business; and a detailed description of his duties and responsibilities in connection with the business or employment; and
 - c. Any changes in his name or use of any aliases or fictitious names within ten (10) days of the date of such change; and
2. Defendants shall notify the Commission of any changes in structure of any Corporate Defendant or any business entity that any Defendant directly or indirectly controls, or has an ownership interest in, that may affect compliance obligations arising under this Order, including: incorporation or other organization; a dissolution, assignment, sale, merger, or other action; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; or a change in the business name or address, at least thirty (30) days prior to such change, *provided that*, with respect to any such change in the business entity about which a

Defendant learns less than thirty (30) da thirty

(30) da thirty

correspondence, to the extent such information is obtained in the ordinary course of business;

- D. Complaints and refund requests from customers and any third parties (whether received directly, indirectly or through any third parties) and any responses to those complaints or requests;
- E. Copies of all websites, sales scripts, training materials, advertisements, or other marketing materials, and records that accurately reflect the time periods during which such materials were used and the persons and business entities that used such materials;
- F. Records, if they exist, regarding the computers on which RemoteSpy is installed and uninstalled and any communications regarding license violations, license violation warnings, or requests to exceed license limits; and
- G. All records and documents necessary to demonstrate full compliance with each provision of this Order including copies of acknowledgments of receipt of this Order required by Sections XIV and XV of this Order and all reports submit

XIV.

DISTRIBUTION OF ORDER BY DEFENDANTS

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, Defendants shall deliver copies of the Order as directed below:

- A. Corporate Defendant: The Corporate Defendant must deliver a copy of this Order to (1) all of its principals, officers, directors, and managers; (2) all of its employees, agents, and representatives who engage in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting.” For current personnel, delivery shall be within five (5) days of service of this Order upon such Defendant. For new personnel, delivery shall occur prior to their assuming their responsibilities. For any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting,” delivery shall be at least ten (10) days prior to the change in structure.
- B. Individual Defendant as control person: For any business that the Individual Defendant controls, directly or indirectly, or in which he has a majority ownership interest, the Individual Defendant must deliver a copy of this Order to (1) all principals, officers, directors, and managers of that business; (2) all employees, agents, and representatives of that business who engage in conduct related to the subject matter of the Order; and

(3) any business entity resulting from any change in structure set forth in Subsection A.2 of the Section titled “Compliance Reporting.” For current personnel, delivery shall be within five (5) days of service of this Order upon the Individual Defendant. For

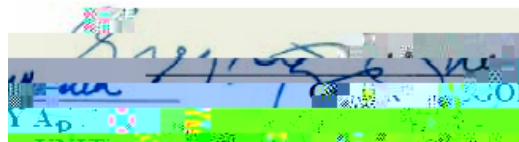
sworn statement acknowledging receipt of this Order.

XVI.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for five (5) years from the date this Order is entered for purposes of construction, modification, and enforcement of the Order.

IT IS SO ORDERED, this 22nd day of April, 2010.

A redacted signature block. The signature is obscured by a blue horizontal bar. Below the blue bar is a green horizontal bar. The text "Ad." is visible on the left side of the green bar, and "COE" is visible on the right side.