

prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent Watershed Development Corp., also d/b/a Watershed and Aaron's Sales & Lease Ownership ("Watershed"), is an Illinois corporation with its principal office or place of business at 28835 N. Herky Drive, Unit 106, Lake Bluff, Illinois 60044.
2. The Commission has jurisdiction of the subject matter of this proceeding and of respondent, and the proceeding is in the public interest.

ORDER

DEFINITIONS

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

1. Unless otherwise specified, "respondent" shall mean Watershed 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.
3. "Computer" shall mean any desktop or laptop computer, handheld device, tablet, telephone, or other electronic product or device that has a platform on which to download, install, or run any software program, code, script, or other content.
4. "Clear(ly) and prominent(ly)" shall mean:
 - a. In textual communications (e.g., printed publications or words displayed on the screen of a computer or mobile device), the required disclosures are of a type, size, and location sufficiently noticeable for an ordinary consumer to read and comprehend them, in print that contrasts highly with the background on which they appear;
 - b. In communications disseminated orally or through audible means (e.g., radio or streaming audio), the required disclosures are delivered in a volume and cadence sufficient for an ordinary consum

II. USE OF TRACKING TECHNOLOGY LIMITED

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, are hereby permanently restrained and enjoined from:

A. Gathering any information or data from any computer via any geophysical location tracking technology without providing clear and prominent notice to the computer user at the time the computer is rented and immediately prior to each use of the geophysical location tracking technology, and also obtaining affirmative express consent from the computer's renter at the time the computer is rented;

B. Installing or activating on rented computers geophysical location tracking technology where that technology does not provide clear and prominent notice to the computer user immediately prior to each use of the geophysical location tracking technology; and

C. Failing to provide clear and prominent notice to computer users and obtaining affirmative express consent from computer renters, as required in subpart A, above, by the following means:

1. Clear and Prominent Notice: respondent shall provide a clear and prominent notice to the user, separate and apart from any "privacy policy," "data use policy," "terms of service," "end-user license agreement," "lease agreement," or other similar document, that discloses (1) that geophysical location tracking technology is installed and/or currently running on the computer; (2) the types of user activity or conduct that is being captured by such technology; (3) the identities or specific categories of entities with whom any data or information that is collected will be shared or otherwise provided; (4) the purpose(s) for the collection, use, or sharing of such data or information; and (5) where and how the user can contact someone for additional information.

2. Affirmative Express Consent: respondent shall obtain affirmative express consent by giving the computer renter an equally clear and prominent choice to either agree or not agree to any geophysical location tracking technology, and neither option may be highlighted or preselected as a default setting. Activation of any geophysical location tracking technology must not proceed until the computer's renter provides affirmative express consent. Notwithstanding the foregoing, nothing in this Part shall require respondent to rent a computer to a user who declines to consent to installation or activation of any geophysical tracking technology.

3. Icons: respondent shall provide that the activation of any geophysical location tracking technology be accompanied by the installation of a clear and prominent

icon on the computer on which the technology is installed, such as on the desktop and in the desktop system tray of the computer. Clicking on the icon must clearly and prominently disclose: (1) that geophysical location tracking technology is installed and currently running on the computer; (2) the types of user activity or c

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 shall:

A. Delete or destroy all user data previously gathered using any monitoring or geophysical location tracking technology that does not comply with Parts I, II, and III of this Order; and

B. Transfer data or information 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 only 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 personal information collected from or about consumers.

VII.

DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that respondent must deliver a copy of this order to all current and future principals, officers, directors, and managers who have responsibilities related to the subject matter of this order. Delivery must occur within seven days after the date of service of the order for current personnel. For new personnel, delivery must occur before they assume their responsibilities. From each individual to whom respondent delivers a copy of this Order, respondent must obtain a signed and dated acknowledgment of receipt of this Order, with any electronic signatures complying with the requirements of the E-Sign Act, 15 U.S.C. § 7001 et seq.

VIII.
COMPLIANCE REPORTING

IT IS FURTHER ORDERED that:

A. Respondent, and its successors and assigns, shall, within sixty (60) days after the date of service of this order, and at such other times as the Commission may require, file with the Commission a true and accurate report, in writing, setting forth

B.