

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION**

COMMISSIONERS: **Edith Ramirez, Chairwoman**
 Julie Brill

1. Respondent Aaron, Inc. (“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. The Commission has jurisdiction of the subject matter of this proceeding and of respondent, and the proceeding

e. In all instances, the required disclosures are presented in an understandable language and syntax; in the same language as the predominant language that is used in the communication; and include nothing contrary to, inconsistent with, or in mitigation of any statement contained within the disclosure or within any document linked to or referenced therein.

5. “Consumer product” shall mean any item that is primarily for personal, family, or household use.

6. “Covered rent-to-own transaction” shall mean any transaction where a consumer enters into an agreement for the purchase or rental of any consumer product where the consumer’s contract or rental agreement provides for payments over time with options to purchase the product.

7. “Franchisee” shall mean an independently owned business that operates under a franchise agreement with respondent.

8. “Geophysical location tracking technology” shall mean any hardware, software, or application that collects and reports data or information that identifies the precise geophysical

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

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 rented consumer product; (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 consumer can contact someone for additional information; and

2. Affirmative Express Consent: respondent shall obtain affirmative express consent by giving the 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 renter provides affirmative express consent. Notwithstanding the foregoing, nothing in this Section shall require respondent to rent an item to a consumer who declines to consent to installation or activation of any geophysical tracking technology; and

C. In connection with the rental of computers, 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, as clear and prominent is defined above, and 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 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.

Provided that respondent may suspend the notice requirements of this Part and activate geophysical location tracking technology if a) the consumer reports that a rented consumer product has been stolen or respondent otherwise has a reasonable basis to believe that a rented consumer product has been stolen, and b) either the consumer or respondent has filed a police report stating that the consumer product has been stolen. Provided further that respondent shall retain documents establishing (a) and (b). For purposes of this Order, “filing of a police report” means the filing of the consumer’s or respondent’s complaint with the police department in any form recognized in the jurisdiction.

Provided further that this Part does not apply to respondent's use of geophysical location tracking technology, with notice to and consent from a consumer to the extent that such notice and consent are required by subpart A, to gather data or information in connection with a request for technical assistance initiated by a consumer, where respondent only uses the information to provide, or attempt to provide, the requested technical assistance and for no other purpose.

III.
NO DECEPTIVE GATHERING OF CONSUMER INFORMATION

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, in connection with any covered rent-to-own transaction, are hereby permanently restrained and enjoined from making or causing to be made, or assisting others in making or causing to be made, any false representation or depiction in any notice, prompt screen, or other software application appearing on the screen of any computer that results in gathering data or information from or about a consumer.

IV.
NO USE OF IMPROPERLY OBTAINED INFORMATION IN COLLECTIONS

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, are hereby permanently restrained and enjoined from using, in connection with collecting or attempting to collect a debt, money, or property pursuant to a covered rent-to-own transaction, any data or information from or about a consumer obtained in a manner that does not comply with Parts I, II, and III of this Order.

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 legal obligation, respondent shall require its franchisees to delete or destroy the data or information;

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. 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;

3. Gathering any data or information from any consumer product via any geophysical location tracking t

IX.
COMPLIANCE REPORTING

IT IS FURTHER ORDERED that:

A.

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 March 10, 2034, 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.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED: March 10, 2014