
In the Matter of
GOLDENSHORES TECHNOLOGIES,
LLC ,
a limited liability company, and

ERIK M. GEIDL ,
individually and as the managing
member of the limited liability
company.

DOCKET NO. C-4446

COMPLAINT

The Federal Trade Commission, having reason to believe that Goldenshores Technologies, LLC a limited liability company, and Erik M. Geidl, individually and as the managing member of the limited liability company (respondents), have violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Goldenshores Technologies, LLC a Delaware limited liability company with its principal office or place of business at 1205 Ponderosa Drive, Moscow, ID 83843.
2. Respondent Erik M. Geidl is the managing member of the limited liability company. Individually or in concert with others, he formulates, directs, or controls the policies, acts, or practices of the company, including the acts or practices alleged in this complaint. His principal office or place of business is the same as that of Goldenshores Technologies, LLC.
3. The acts and practices of respondents, as alleged herein, have been in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act.

Brightest Flashlight Free Application

4. Since at least February 2011, respondents have advertised and distributed products to the public, including the Brightest Flashlight Free mobile application ("Brightest Flashlight App") developed for Google Android operating system.

Consent to Use of Data. Goldenshores Technologies and its subsidiaries and agents may collect, maintain, process and diagnostic, technical and related information, including but not limited to information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Goldenshores Technologies Software, and to verify compliance with the terms of the License. Goldenshores Technologies may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

(Exhibit B-1, Privacy Policy)

Following this summary, the Privacy Policy provides the contents of the Brightest Flashlight end user license agreement ("EULA") described below.

10. Respondents' Privacy Policy does not disclose adequately disclose to consumers that the Brightest Flashlight App transmits and allows the transmission of device data including precise geolocation along with persistent device identifiers to third parties, including advertising networks

Respondents' End-User License Agreement Document

11. After installing the Brightest Flashlight App the application presents users with a Brightest Flashlight EULA including but not limited to the attached Exhibit. The Brightest Flashlight EULA instructs consumers to:

[R]ead this software license agreement ("license") carefully before using the

12. The Brightest Flashlight EULA reiterates respondent's Privacy Policy, including the following statements relating to the collection and use of data:

3. Consent to Use of Data You agree that Goldenshore Technologies and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical and related information, including but not limited to information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and

other uses as set forth in the EULA. (b)(1), (b)(2), (b)(3), (b)(4), (b)(5), (b)(6), (b)(7), (b)(8), (b)(9), (b)(10), (b)(11), (b)(12), (b)(13), (b)(14), (b)(15), (b)(16), (b)(17), (b)(18), (b)(19), (b)(20), (b)(21), (b)(22), (b)(23), (b)(24), (b)(25), (b)(26), (b)(27), (b)(28), (b)(29), (b)(30), (b)(31), (b)(32), (b)(33), (b)(34), (b)(35), (b)(36), (b)(37), (b)(38), (b)(39), (b)(40), (b)(41), (b)(42), (b)(43), (b)(44), (b)(45), (b)(46), (b)(47), (b)(48), (b)(49), (b)(50), (b)(51), (b)(52), (b)(53), (b)(54), (b)(55), (b)(56), (b)(57), (b)(58), (b)(59), (b)(60), (b)(61), (b)(62), (b)(63), (b)(64), (b)(65), (b)(66), (b)(67), (b)(68), (b)(69), (b)(70), (b)(71), (b)(72), (b)(73), (b)(74), (b)(75), (b)(76), (b)(77), (b)(78), (b)(79), (b)(80), (b)(81), (b)(82), (b)(83), (b)(84), (b)(85), (b)(86), (b)(87), (b)(88), (b)(89), (b)(90), (b)(91), (b)(92), (b)(93), (b)(94), (b)(95), (b)(96), (b)(97), (b)(98), (b)(99), (b)(100)

decision to install the application. The failure to disclose or adequately disclose, these facts, in light of the representation made, was, and is, a deceptive practice.

COUNT II

16. Through the means described in Paragraph 11, respondents represented, expressly or by implication, that consumers have the option to refuse the terms of the Brightest Flashlight EULA, including those relating to the collection and use of device data, and thereby prevent the Brightest Flashlight App from ever collecting or using their device's data

17. In truth and in fact, consumers cannot prevent the Brightest Flashlight App from ever collecting or using their device's data. Regardless of whether consumers accept or refuse the terms of the EULA, the Brightest Flashlight App transmits, or causes the transmission of, device data as soon as the consumer launches the application and before they have chosen to accept or refuse the terms of the Brightest Flashlight EULA. Therefore, the representation set forth in Paragraph 16 was, and is, false or misleading.

18. The acts and practices of respondents as alleged in this complaint constitute unfair or deceptive acts or practices or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act.

THEREFORE, the Federal Trade Commission this thirty-first day of March, 2014, has issued this complaint against respondents.