

**UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION**

In the Matter of)	
)	AGREEMENT CONTAINING CONSENT ORDER
)	
ASUSTeK Computer, Inc.,)	FILE NO. 142 3156
a corporation.)	
)	

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a consent order resolving the allegations contained in the attached draft complaint. Therefore,

IT IS HEREBY AGREED by and between ASUSTeK Computer, Inc., by its duly authorized officers, and counsel for the Federal Trade Commission that:

1. Proposed respondent ASUSTeK Computer, Inc. is a Taiwanese corporation with its principal office or place of business at 15, Li-Te Rd., Peitou, Taipei 11259, Taiwan.
2. Proposed respondent neither admits nor denies any of the allegations in the draft complaint, except as specifically stated in this order. Only for purposes of this action, proposed respondent admits the facts necessary to establish jurisdiction.
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,

s the circumstances may require) and decision in disposition

5. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1)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

- C. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
 - D. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
 - E. The disclosure must use diction and syntax understandable to ordinary consumers.
 - F. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
 - G. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
3. "Commerce" shall mean commerce among the several States or with foreign nations, or in any Territory of the United States or in the District of Columbia, or between any such Territory and another, or between any such Territory and any State or foreign nation, or between the District of Columbia and any State or Territory or foreign nation, as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.
 4. "Con4.5(n)564obe4.5(s)8(t)22(e-187(o)-6()Tj /341 Tf4.622(h)JTJ 09.5(c)-83.5-0.5(n)6.5(")-25()0.5(s)-

7. "Software Update" shall mean any update designed to address a Security Flaw.
8. "Security Flaw" is a software vulnerability or design flaw in a Covered Device that creates a material risk of (a) unauthorized access to or modification of any Covered Device, (b) the unintentional exposure by a consumer of Covered Information, or (c) the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of Covered Information.

I.

IT IS ORDERED that respondent and its officers, agents, representatives, and employees, directly or indirectly, in or affecting commerce, must not misrepresent in any manner, expressly or by implication:

- A. The extent to which respondent or its products or services maintain and protect:
 1. The security of any Covered Device;
 2. The security, privacy, confidentiality, or integrity of any Covered Information;
- B. The extent to which a consumer can use a Covered Device to secure a network; and
- C. The extent to which a Covered Device is using up-to-date software.

II.

IT IS FURTHER ORDERED that respondent must, no later than the date of service of this order, establish and implement, and thereafter maintain, a c6()0.5(1)844(a)-55.5.5(ce0(m)84.0(m)8-14(R)-7

of a Covered Device, and assessment of the sufficiency of any safeguards in place to control these risks;

- C. The identification of material internal and external risks to the privacy, security, confidentiality, and in

VIII.

IT IS FURTHER ORDERED that respondent, within sixty (60) days after the date of

Signed this _____ day of _____, 2015.

ASUSTEK COMPUTER, INC.

Dated: _____

By: _____
JONATHAN TSANG, Vice Chairman and President
ASUSTeK Computer, Inc.

Dated: _____

By: _____
BRADLEY WASSER, Esq.
The Law Offices of David Balto
1325 G Street, NW, Suite 500
Washington, DC 20005
Attorney for Respondent

ATTORNEYS FOR RESPONDENT

Dated: _____

By: _____
DAVID A. BALTO, Esq.
The Law Offices of David Balto
1325 G Street, NW, Suite 500
Washington, DC 20005
Attorney for Respondent

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