

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

In the Matter of

**EVERALBUM, INC., also d/b/a EVER
and PARAVISION, a corporation.**

FILE NO. 1923172

AGREEMENT CONTAINING

CONSENT ORDER anVAVb/3 -2 cTf -0tVVVve3 -2

this Consent Agreement and so notify the Proposed Respondent, in which event the

EVERALBUM, INC.

By: _____
Doug Aley
Chief Executive Officer
Everalbum, Inc.

Date: _____

By: _____
Michelle Kisloff
Lance Murashige
Hogan Lovells US LLP
Attorneys for Proposed Respondent
Everalbum, Inc.

Date: _____

FEDERAL TRADE COMMISSION

By: _____
James Trilling
Robin Wetherill
Attorneys, Division of Privacy and Identity
Protection, Bureau of Consumer Protection

Date: _____

APPROVED:

Maneesha Mithal
Associate Director, Division of Privacy and
Identity Protection

Andrew Smith
Director
Bureau of Consumer Protection

Date: _____

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: Joseph J. Simons, Chairman
Noah Joshua Phillips
Rohit Chopra
Rebecca Kelly Slaughter
Christine S. Wilson

In the Matter of

EVERALBUM, INC., also d/b/a EVER
and PARAVISION, a corporation.

DECISION AND ORDER

DOCKET NO. C-

DECISION

The Federal Trade Commission (“Commission”) initiated an investigation of certain acts and practices of the Respondent named in the caption. The Commission’s Bureau of Consumer Protection (“BCP”) prepared and furnished to Respondent a draft Complaint. BCP proposed to present the draft Complaint to the Commission for its consideration. If issued by the Commission, the draft Complaint would charge the Respondent with violations of the Federal Trade Commission Act.

Respondent and BCP thereafter executed an Agreement Containing Consent Order (“Consent Agreement”). The Consent Agreement includes: 1) statements by Respondent that it neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Decision and Order, and that only for purposes of this action, it admits the facts necessary to establish jurisdiction; and 2) waivers and other provisions as required by the Commission’s Rules.

The Commission considered the matter and determined that it had reason to believe that Respondent has violated the Federal Trade Commission Act, and that a Complaint should issue stating its charges in that respect. The Commission accepted the executed Consent Agreement and placed it on the public record for a period of thirty (30) days for the receipt and consideration of public comments. The Commission duly considered any comments received from interested persons pursuant to Section 2.34 of its Rules, 16 C.F.R. § 2.34. Now, in further conformity with the procedure prescribed in Rule 2.34, the Commission issues its Complaint, makes the following Findings, and issues the following Order:

Findings

- A. The extent to which Respondent collects, uses, discloses, maintains, or deletes any Covered Information;
- B. The extent to which consumers can control the collection, use, disclosure, maintenance, or deletion of Covered Information;
- C. The extent to which Respondent accesses or permits access to Covered Information;
- D. The extent to which, purposes for which, or duration of time during which Respondent

B. Within ninety (90) days after the issuance of this Order, delete or destroy all Face

Commission:

A.

- A. Accounting records showing the revenues from all goods or services sold, the costs incurred in generating those revenues, and resulting net profit or loss;
- B. Personnel records showing, for each person providing services in relation to any aspect of the Order, whether as an employee or otherwise, the person's name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. Copies or records of all consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response;
- D. A copy of each widely disseminated representation by Respondent that describes the extent to which Respondent maintains or protects the privacy, security, availability, confidentiality, or integrity of any Covered Information, including any representation

