



designed or manipulated with the substantial effect of subverting or impairing user autonomy, decision-making, or choice, does not constitute Affirmative Express Consent.

C. “**App Event**” means any data disclosed to, or collected by, a third party via its Software Development Kit, application programming interface, pixel, or other method for tracking users’ interactions with Defendant’s services or products.

D. “**Breach of Security**” means, with respect to Unsecured PHR Identifiable Health Information of an individual in a Personal Health Record, any acquisition of such information without the authorization of the individual. Unauthorized acquisition will be presumed to include unauthorized access to unsecured PHR identifiable health information unless the vendor of personal health records, PHR related entity, or third party service provider that experienced the breach has reliable evidence showing that there has not been, or could not reasonably have been, unauthorized acquisition of such information.

E. “**Clear and Conspicuous**” or “**Clearly and Conspicuously**” means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.

2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.

3. 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.

4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.

6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.

8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers” includes reasonable members of that group.

F. “**Covered Business**” means Defendant, any business that Defendant controls, directly or indirectly.

G. “**Covered Incident**” means any instance of a violation of Section I, II, or III of this Order.

H. “**Covered Information**” means information from or about an individual consumer including, but not limited to Personal Information, Health Information, or PHR Identifiable Health Information.

I. **“Covered User”** means any individual consumer who downloaded or used the Premom Ovulation Tracker mobile application.

J. **“Defendant”** means Easy Healthcare Corporation, a corporation, also doing business as Easy Healthcare, and its successors and assigns.

K. **“Delete,” “Deleted,”** or **“Deletion”** means to remove Covered Information such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.

L. **“Health Care Provider”** means a provider of services (as defined in 42 U.S.C. § 1395x(u)), a provider of medical or other services in 42 U.S.C. § 1395x(u).

of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and: (a) identifies the individual; or (b) with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.

O. **“Location Information”** means any data that reveals a mobile device’s or consumer’s precise location, including but not limited to Global Positioning System (GPS) coordinates, fine or coarse location data, cell tower information, or location information inferred from basic service set identifiers (BSSIDs), WiFi Service Set Identifiers (SSID) information, or Bluet

V. “**Unsecured**” means PHR Identifiable Health Information that is not protected through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of the American Reinvestment and Recovery Act of 2009, 42 U.S.C. § 17932(h)(2).

ORDER

I. BAN ON DISCLOSURE OF HEALTH INFORMATION FOR ADVERTISING PURPOSES

IT IS ORDERED that

A. Defendant; Defendant’s officers, agents, employees, and attorneys; and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from disclosing Health Information to Third Parties for Advertising Purposes.

B. For purposes of this Section, Advertising Purposes means advertising, marketing promoting, offering, offering for sale, or selling any products or services on, by, or through Third Party websites, Third Party D (m)-f (aar)e {an)d4 (d)w {an)-1(g)TJ0 Tc 08.6 5.8 0(‘)Tj-TJ0.002Tc -0.0020.33 5.

websites or mobile applications, provided that the consumer's Covered Information is not disclosed to a Third Party and is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with Defendant's websites or mobile applications.

II. PROHIBITION AGAINST MISREPRESENTATIONS

IT IS FURTHER ORDERED that Defendant; Defendant's officers, agents, employees, and attorneys; and all other persons in active concert or participation with any of them, who

E. the extent to which consumers may exercise control over the Covered Business' collection of, maintenance of, use of, deletion of, disclosure of, or permission of access to Covered Information, and the steps a consumer must take to implement such controls; and

F. the extent to which the Covered Business otherwise protects the privacy, security, availability, confidentiality, or integrity of Covered Information.

III. PROHIBITION AGAINST DISCLOSURE OF HEALTH INFORMATION WITHOUT AFFIRMATIVE EXPRESS CONSENT AND NOTICE

IT IS FURTHER ORDERED that

A. Defendant; Defendant's officers, agents, employees, and attorneys; and all other persons in active concert or participation with any of them, who receive actual notice of this Order, in connection with any product or service, are permanently restrained and enjoined from disclosing Health Information to Third Parties for non-Advertising Purposes, without first obtaining Affirmative Express Consent.

B. For purposes of this Section, Advertising Purposes means advertising, marketing, promoting, offering, offering for sale, or selling any products or services on, by, or through Third Party websites, Third Party mobile applications, or Third Party services. Advertising Purposes shall not include: (i) reporting and analytics related to understanding advertising and advertising effectiveness, such as statistical reporting, traffic analysis, understanding the number of and type of ads served, or conversion measurement, provided that any Third Party reporting or analytics services is restricted from using any Covered Information received from or provided to Defendant for any purpose other than to provide the reporting and analytics services to Defendant; (ii) communications, services, or products requested by a consumer that are sent by Defendant directly to the consumer, such as Defendant texting, emailing, or mailing a consumer, or showing content on Defendant's own properties to a consumer; or (iii) contextual advertising,

meaning non-personalized advertising shown as part of a consumer's current interaction with Defendant's websites or mobile applications, provided that the consumer's Covered Information is not disclosed to a Third Party and is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with Defendant's websites or mobile applications.

C. When obtaining Affirmative Express Consent required under this Section, Defendant must provide notice Clearly and Conspicuously that states the categories of Health Information that will be disclosed to Third Parties, the identities of such Third Parties, all purposes for Defendant's disclosures of such Health Information, what the Third Party is permitted to do with the Health Information, and whether or not any of the Health Information is protected under federal or state laws, including HIPAA or the California Consumer Privacy Act.

IV. HEALTH BREACH NOTIFICATIONS

IT IS FURTHER ORDERED that

A. Defendant, for any Covered Business, following the discovery of a Breach of Security of Unsecured PHR Identifiable Health Information that is in a Personal Health Record maintained or offered by any Covered Business (including, but not limited to, the Premom Ovulation Tracker mobile application, shall:

1. notify each individual who is a citizen or resident of the United States whose Unsecured PHR Identifiable Health Information was acquired by an unauthorized person as a result of such Breach of Security;
2. notify the Federal Trade Commission; and
3. notify prominent media outlets in a state or jurisdiction, if the Unsecured PHR Identifiable Health Information of five hundred (500) or more residents of such state or

V. NOTICE TO USERS

IT IS FURTHER ORDERED that, within twenty-eight (28) days of entry of this Order,

2. instruct Jiguang and Umeng to Delete all Covered Information received from Defendant of Covered Users that downloaded and used the Premom Ovulation Tracker mobile application from November 2017 through August 2020 and demand written confirmation that all Covered Information has been deleted; and (ii) AppsFlyer, Inc. and Google, LLC, to Delete all Health Information collected respectively through the AppsFlyer SDK or the Google Analytics for Firebase SDK of Covered Users that downloaded and used Premom from November 2017 through August 2022 and demand written confirmation that all the Health Information of such Covered Users has been deleted.

B. Defendant's instruction to each such Third Party under Subsection A shall include a description of the Covered Information or Health Information, as relevant, of Covered Users shared with the Third Party during the relevant time period. Defendant must provide all instructions sent to the Third Parties to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: "United States v. Easy Healthcare Corporation."

C. Defendant shall not disclose any Covered Information in any form, including hashed or encrypted Covered Information, to any Third Party identified in Subsection A above until Defendant confirm each Third Party's receipt of the instructions required by Subsection A above. Defendant must provide all receipts of confirmation and any responses from Third Parties within five (5) days of receipt to: DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: "United States v. Easy Healthcare Corporation."

D. Defendant shall not use any Third Party identified in Subsection A above to advertise, market, promote, offer, offer for sale, or sell any product or service until Defendant confirm each Third Party's receipt of the instructions required by Subsection A above.

VII. MANDATED PRIVACY AND INFORMATION SECURITY PROGRAM

IT IS FURTHER ORDERED that any C Ce, oron (a) to oñ A ton Ay2 (r)3 (r)3 (k) 0 Td()Tj8

D. Assess and document, at least once every twelve (12) months and promptly (not to exceed thirty (30) days) following a Covered Incident, internal and external risks in each area of the Covered Business's operations to the privacy, security, availability, confidentiality, and integrity of Covered Information that could result in the unauthorized access, collection, use, destruction, or disclosure of, or provision of access to, Covered Information;

E. Design, implement, maintain, and document safeguards that control for the internal and external risks to the privacy, security, availability, confidentiality, and integrity of Covered Information identified by each Covered Business in response to Subsection VII.D. Each safeguard must be based on the volume and sensitivity of the Covered Information that is at risk, and the likelihood that the risk could be realized and result in the unauthorized access, collection, use, destruction, disclosure of, or provision of access to, the Covered Information. Such safeguards must also include:

1. policies, procedures, and technical measures to systematically inventory Covered Information in the Covered Business's control and delete Covered Information that is no longer necessary to fulfill the purpose for which the Covered Information was collected;

2. policies, procedures, and technical measures to prevent the collection, maintenance, use, or disclosure of, or provision of access to, Covered Information inconsistent with the Covered Business's representations to consumers;

3. audits, assessments, and reviews of the contracts, privacy policies, and terms of service associated with any Third Party to which each Covered Business discloses or provides access to Covered Information;

4. policies, procedures, and controls to ensure the Covered Business complies with Sections I-IV above;

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(absent any intervening deletion requests from consumers) that precludes indefinite retention of any such Covered Information;

8. audits, assessments, reviews, or testing of Software Development Kits, and their associated Third Parties, to which each Covered Business shares or provides access to Covered Information of any Covered User; and

9. For each product or service offered by any Covered Business, Clearly and Conspicuously disclose the categories of Covered Information collected from Covered Users, the purposes for the collection of each category of such Covered Information, and any transfers of such Covered Information to Third Parties. For each such transfer of Covered Information, such disclosure must, at a minimum, include

- a. the specific categories of Covered Information transferred;
- b. the identity and specific category of the recipient Third Party of each such transfer;
- c. the purposes for which the Covered Business transferred the Covered Information; and
- d. the purposes for which each recipient Third Party of Covered Information could use such Covered Information, including but not limited to the purposes for which each recipient reserves the right to use such Covered Information; and
- e. whether each recipient Third Party of such transfer of Covered Information reserves the right to transfer such Covered Information to other parties.

VII has been put in place for the initial Assessment; and (2) each two (2) year period thereafter for twenty (20) years after the entry of this Order for the biennial Assessment.

D. Each Assessment must, for the entire assessment period:

1. determine whether Defendant has implemented and maintained the Program required by Section VII;
2. assess the effectiveness of Defendant's implementation and maintenance of Subsections VII.A-I;
3. identify any gaps or weaknesses in the Program or instances of material noncompliance with Subsections VII.A-I;
4. address the status of gaps or weaknesses in the Program, as well as any

under Section VII.E in the middle of an Assessment period, the Assessment must assess the effectiveness of the revised, updated, or added safeguard(s) for the time period in which it was in effect, and provide a separate statement detailing the basis for each revised, updated, or additional safeguard.

E. Each Assessment must be completed within ninety (90) days after the end of the

C. Disclose all material facts to the Assessor(s), and not misrepresent in any manner, expressly or by implication, any fact material to the Assessor's: (1) determination of whether Defendant has implemented and maintained the Program required by Section VII; (2) assessment of the effectiveness of the implementation and maintenance of Subsections VII.A-I; or (3) identification of any gaps or weaknesses in, or instances of material noncompliance with, the Program required by Section VII.

X. ANNUAL CERTIFICATION

IT IS FURTHER ORDERED that Defendant must:

A. One (1) year after the entry of this Order, and each year thereafter for twenty (20) years, provide the Commission with a certification from Defendant, for each Covered Business, that: (1) the Covered Business has established, implemented, and maintained the requirements of this Order; (2) the Covered Business is not aware of any material noncompliance that has not been: (a) corrected, or (b) disclosed to the Commission; and (3) includes a brief description of any Covered Incident. The certification must be based on the personal knowledge of the senior corporate manager, senior officer, or subject matter experts upon whom the senior corporate manager or senior officer reasonably relies in making the certification.

B. Unless otherwise directed by a Commission representative in writing, submit all annual certifications to the Commission pursuant to this Order via email to DEbrief@ftc.gov or by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, D.C. 20580. The subject line must begin, "United States v. Easy Healthcare Corporation."

XII.

A. Defendant, within seven (7) days after the entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For twenty (20) years after entry of this Order, Defendant must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees, agents, and representatives having managerial responsibilities for conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within fourteen (14) days after entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which Defendant

(20) years after the entry of the Order, and retain each such record for five (5) years, unless otherwise specified below. Specifically, Defendant for any business that Defendant is a majority owner or controls directly or indirectly must create and retain the following records:

A. accounting records showing the revenues from all products or services sold;

B. personnel records showing, for each person providing services in relation to any aspect of the Order, whether as an employee or otherwise, that 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 related to any mobile application or website offered by Defendant, concerning the collection, use, maintenance, disclosure, deletion, or permission of access to Covered Information, whether received directly or indirectly, such as through a third party, and any response;

D. records of all disclosures of Health Information or PHR Identifiable Health Information to Third Parties showing, for each Third Party that received Health Information or PHR Identifiable Health Information, the name and address of the Third Party, the date(s) of such disclosures, the purpose(s) for which the Health Information or PHR Identifiable Health Information was transferred, and how and when Covered Users provided authorization for the disclosures;

D. records of all disclosures of App Events to Third Parties;

E. a copy of each unique advertisement, form advertisement (where an advertisement is generated based on a form advertisement), or other marketing material making a representation subject to this Order;

G. a copy of each widely dissemin (s)-1 (ge)4 (ns)-1 (c)4 ((pr)3 (e)4 (s)1 (;)TJn-0.004)-11 (e)4 (r)3 (

SO STIPULATED AND AGREED:

FOR PLAINTIFF UNITED STATES OF AMERICA

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Notice to Covered Users