STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

IN THE MATTER OF	)	RECEIVED
	)	**DOCKET NO: 565403** ATTORNEY GENERAL OF OHIO
GOOGLE, LLC	)	
	)	NOV 14 2022

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance")[1] is entered into by the Attorneys General of Alabama, Alaska, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, Vermont, Virginia, and Wisconsin (collectively, the "STATES" or "ATTORNEYS GENERAL")[2] and Google, LLC ("GOOGLE") (collectively, the "Parties") to resolve an investigation into GOOGLE's location settings and collection and use of location information, and whether GOOGLE's conduct violated the STATES' consumer protection laws.[3]

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[1] This Assurance of Voluntary Compliance shall, for all necessary purposes, also be considered an Assurance of Discontinuance.

[2] For ease of reference, this entire group will be referred to collectively herein as the "ATTORNEYS GENERAL" or individually as "Attorney General." Such designations, however, as they pertain to Connecticut, shall refer to the Attorney General, both acting on his own behalf and as authorized by the Commissioner of the Department of Consumer Protection. Such designations, as they pertain to Hawaii, shall refer to the Executive Director of the State of Hawaii Office of Consumer Protection. Such designations, as they pertain to Maryland, shall refer to the Consumer Protection Division of the Office of the Attorney General of Maryland, which has authority to enter into this Assurance pursuant to Md. Code Ann., Com. Law § 13-402.

[3] Ala. Code § 8-19-1, et seq.; Alaska Unfair Trade Practices and Consumer Protection Act (AS 45.50.471 – AS 45.50.551); Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-101 et seq and the Personal Information Protection Act §§ 4-110-101 et seq.; COL. REV. STAT. § 6-1-101 et seq.; COL. REV. STAT. § 6-1-105(1); Conn. Gen. Stat. §§ 42-110b et seq.; 6 Del. C. §§ 2511 et seq.; Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes; O.C.G.A. § 10-1-390 et seq.; Haw. Rev. Stat. Chpt. 481A and Haw. Rev. Stat. Sect. 480-2; Idaho Consumer Protection Act, title 48, chapter 6, Idaho Code; 815 ILCS 505/1, et seq.; Iowa Code § 714.16; Unfair Trade Practices and Consumer Protection Law, K.S.A. § 50-623 et seq.; KRS 367.110-990 et. seq.; La. R.S. §§ 51:1401 et seq.; Maine Unfair Trade Practices Act, 5 M.R.S.A. § 205-A et seq.; Maryland Consumer Protection Act, §§ 13-101 through 13-501 (2013 Repl. Vol. and 2021 Supp.); Mass. Gen. L. c. 93A;

In consideration of their mutual agreements to the terms of this Assurance, and other consideration described herein, the sufficiency of which is hereby acknowledged, the Parties hereby enter this Assurance and agree as follows:

I. DEFINITIONS

1. For the purposes of this Assurance, the following definitions apply:

a. "ACCOUNT" or "GOOGLE ACCOUNT" means an account which a USER may create to access many GOOGLE services or products via a username and password entered by that USER.

b. "ACCOUNT CREATION FLOW" means the user interface or process through which a USER creates an ACCOUNT.

c. "ADS PERSONALIZATION" means the ACCOUNT setting that when enabled, allows GOOGLE to show USERS personalized advertisements across DEVICES based on their activity on GOOGLE services, such as GOOGLE Search or YouTube, and on websites and applications that partner with GOOGLE to show advertisements.

d. "CLEAR AND CONSPICUOUS" means a disclosure that is easily noticeable and easily understandable by the USER. A disclosure is CLEAR AND CONSPICUOUS when:

Michigan Consumer Protection Act, MCL 445.901 et seq.; The Uniform Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43-.48; Minnesota Consumer Fraud Act, Minn. Stat. §§ 325F.68-.694; Miss. Code Ann § 75-24-27(1)(g); Missouri Merchandising Practices Act, Ch. 407, RSMo.; Neb. Rev. Stat. § 59-1601 et seq.; Neb. Rev. Stat. § 87-301 et seq.; The Nevada Deceptive Trade Practice Act, NRS 598.0903 - .0999; New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.; New Mexico Unfair Practices Act, NMSA 1978, Sections 57-12-1 to -26 (2003 as amended through 2019); NY Executive Law § 63(12); NY General Business Law §§ 349 and 350; North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. § 75-1.1 et seq; N.D.C.C. § 51-15-01, et seq.; Ohio - R.C. 13145.01 et seq.; The Oklahoma Consumer Protection Act, 15 O.S. §§ 751, et seq.; Oregon Unlawful Trade Practices Act, ORS 646.605 – ORS 646.656; Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq.; South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 et seq.; South Dakota Codified Laws Chapter 37-24; Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 to -134; The Utah Consumer Sales Practices Act, Utah Code § 13-11-1, et seq.; 9 V.S.A. chapter 63, et seq.; Virginia Consumer Protection Act, Va. Code Ann. §§ 59.1-196 to 59.1-207; Wis. Stat. § 100.18 (collectively, the "Consumer Protection Acts").

i. In textual communications (e.g., printed publications or words displayed on the screen of a computer or mobile device), the required disclosures are of a type, size, and location sufficiently noticeable for a USER to read, and comprehend them, in print that contrasts highly with the background on which they appear;

ii. In communications disseminated orally or through audible means (e.g., radio or streaming audio), the required disclosures are delivered in a volume and cadence sufficient for a USER to hear and comprehend them;

iii. In communications disseminated through video means (e.g., television or streaming video), the required disclosures are in writing in a form consistent with subpart (i) of this definition and shall appear on the screen for a duration sufficient for a USER to read and comprehend them, and in the same language as the predominant language that is used in the communication;

iv. In all instances, the required disclosures: (1) are presented in an understandable language and syntax; and (2) include nothing contrary to, inconsistent with, or in mitigation of any other statements or disclosures provided by GOOGLE; and

v. The disclosure must be reasonably accessible to USERS with disabilities. For disclosures provided online, this means that GOOGLE may take into account industry standards such as Web Content Accessibility Guidelines, version 2.1 of June 2018, from the World Wide Web Consortium, but nothing in this Assurance precludes GOOGLE from determining on a product-by-product basis how to make information reasonably accessible.

e. "COVERED CONDUCT" means alleged omissions and misrepresentations made by GOOGLE regarding GOOGLE's collection, use, and retention of USERS' LOCATION

INFORMATION in LOCATION HISTORY and WEB & APP ACTIVITY as set forth in the Findings herein.

f. "DEVICE" means any device capable of connecting to the internet from which a USER may access their GOOGLE ACCOUNT and/or LOCATION-RELATED ACCOUNT SETTINGS.

g. "EFFECTIVE DATE" means December 14, 2022.

h. "EXPRESS AFFIRMATIVE CONSENT" means an affirmative act or statement by a USER that demonstrates the USER's consent or acceptance after receiving CLEAR AND CONSPICUOUS disclosure of material facts.

i. "FINAL IMPLEMENTATION DATE" means six (6) months after the EFFECTIVE DATE.

j. "INACTIVE USER" is a USER whose LOCATION INFORMATION was last uploaded to the USER's GOOGLE ACCOUNT more than three (3) years ago, if the LOCATION INFORMATION is still stored in the USER's GOOGLE ACCOUNT. This includes a USER whose LOCATION INFORMATION was uploaded to the USER's GOOGLE ACCOUNT more than three years ago, and then the USER enabled or disabled the relevant setting(s) without uploading any new data within three years.

k. "INDEPENDENT ASSESSOR REPORTS" means the Independent Assessor's Transmittal Letter and Examination Report on Google LLC's Privacy Program transmitted on a biennial basis that are prepared by a qualified, objective, independent third-party professional, who uses procedures and standards generally accepted in the profession pursuant to FTC Order No. C-4336, issued on October 13, 2011.

l. "LOCATION HISTORY" means the ACCOUNT setting that, when enabled, automatically saves USERS' LOCATIONS OF PRESENCE on GOOGLE's servers, and which can present USERS' LOCATIONS OF PRESENCE in a visual format shown on a map.

m. "LOCATION OF PRESENCE" means a physical location of a USER or DEVICE and a place in the world at a point in time.

n. "LOCATION INFORMATION" means any information or data used to identify the LOCATION OF PRESENCE on Earth of a USER or DEVICE including, but not limited to, by use of GPS coordinate monitoring technology, IP address, cell tower data, wireless internet access points (Wi-Fi data), Bluetooth data, and any other similar information or data used to identify the LOCATION OF PRESENCE.

o. "LOCATION-RELATED ACCOUNT SETTING" means LOCATION HISTORY, WEB & APP ACTIVITY, or any other ACCOUNT setting GOOGLE implements after the EFFECTIVE DATE that has the same or substantially the same functionality with regard to the collection, retention, and use of LOCATION INFORMATION as LOCATION HISTORY and WEB & APP ACTIVITY.

p. "PRECISE LOCATION INFORMATION" means the latitude and longitude of a USER or DEVICE.

q. "POP-UP NOTIFICATION" means a notification that is viewable by a USER during interaction with a GOOGLE product or service or is pushed to a USER via apps installed on the USER's DEVICE.

r. "USER" means a person residing in the United States with a GOOGLE ACCOUNT who uses or used any GOOGLE products or services since January 1, 2014.

s. "WEB & APP ACTIVITY" means the ACCOUNT setting that saves a

USER's activity across certain GOOGLE sites and apps to the USER's ACCOUNT, including some types of LOCATION INFORMATION.

II. ATTORNEYS GENERAL FINDINGS

2. GOOGLE is a Delaware limited liability company with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, California.

3. GOOGLE does not admit to the Findings set forth in Paragraphs 4 through 39 below, and does not admit to any violation of or liability arising from any federal, state, or local laws in stipulating to the entry of this Assurance.

4. At all times relevant to this Assurance, GOOGLE markets, advertises, sells, and provides products and services to consumers[4] in each of the STATES and throughout the United States.

BACKGROUND

5. To use certain products and services offered by GOOGLE, consumers must provide personal information to GOOGLE and further consent to GOOGLE's collection of data, including LOCATION INFORMATION.

6. GOOGLE collects data about USERS through GOOGLE ACCOUNT settings, which apply to data collected from any DEVICE that is signed-into a GOOGLE ACCOUNT.

7. Those ACCOUNT settings include LOCATION HISTORY and WEB & APP ACTIVITY.

8. LOCATION HISTORY captures a signed-in USER's LOCATION OF PRESENCE. LOCATION HISTORY has existed in some form since approximately 2009. The data collected by LOCATION HISTORY is derived from signals from the location sensors on a

[4] For purposes of these Findings, the terms "consumer" and "user" are used interchangeably to refer to a consumer who has used or uses Google's products and services.

USER's DEVICE, such as sensors for GPS, cell tower, Wi-Fi, and Bluetooth signals. Using those various signals, GOOGLE can track a USER's PRECISE LOCATION INFORMATION, including both outside and inside buildings.

9. GOOGLE applies internal tools to analyze the LOCATION INFORMATION in LOCATION HISTORY and logs this information with the USER's GOOGLE ACCOUNT. Using this information, GOOGLE builds a sequential map of all of the places a USER has been, which the USER may review and edit.

10. GOOGLE also links LOCATION HISTORY data with other USER data to draw inferences about the USER. These inferences inform what advertising GOOGLE will present to that USER.

11. GOOGLE monetizes LOCATION HISTORY data by providing advertisers with "store conversion" rates – i.e., the number of users who have viewed ads and then visited the advertised store. GOOGLE's ability to track USERS' physical locations after they click on digital ads is a unique selling point for its advertising business.

12. WEB & APP ACTIVITY is a separate GOOGLE ACCOUNT setting that collects and stores USERS' locations. Whereas LOCATION HISTORY passively collects LOCATION INFORMATION on a USER's movements, WEB & APP ACTIVITY records a USER's LOCATION INFORMATION when the USER is interacting with certain GOOGLE products such as Google Search or Google Maps.

13. GOOGLE monetizes WEB & APP ACTIVITY data to make deductions about the USER's habits and interests for advertising purposes.

14. LOCATION HISTORY and WEB & APP ACTIVITY are independent settings. Disabling one setting does not impact whether a USER's LOCATION INFORMATION is

collected and stored pursuant to the other setting. When a USER prevents location tracking by one of these services, GOOGLE is able to track and monetize the USER's location through the other setting, if enabled. Until recently, GOOGLE retained the data stored in connection with these settings indefinitely, unless the USER manually deleted the data.

15. GOOGLE also offers USERS a GOOGLE ACCOUNT setting related to personalized advertising—ADS PERSONALIZATION. GOOGLE represents that leaving this setting enabled would mean that, "Google can show you ads based on your activity on Google services (ex: Search, YouTube), and on websites and apps that partner with Google." However, GOOGLE continues to target ads based on a USER's LOCATION INFORMATION even if the USER disables ADS PERSONALIZATION.

16. GOOGLE ACCOUNT settings apply to multiple DEVICES that a consumer uses to access GOOGLE's products and services. These settings follow the USER as they move across DEVICES.

17. From at least 2014 to at least 2019, GOOGLE misrepresented and omitted material information regarding the LOCATION HISTORY and WEB & APP ACTIVITY settings. These misrepresentations and omissions confused USERS about how LOCATION INFORMATION would be captured, stored, and used without USERS' knowledge or consent.

GOOGLE'S MISREPRESENTATIONS ABOUT LOCATION HISTORY

18. GOOGLE presented LOCATION HISTORY to USERS as the setting that controlled GOOGLE's collection and storage of a USER's LOCATION INFORMATION. For years, on a public webpage regarding LOCATION HISTORY, GOOGLE assured users of its Android devices that "[y]ou can turn off Location History at any time. With Location History off, the places you go are no longer stored." GOOGLE similarly explained that users of Apple products

could log into their online GOOGLE ACCOUNT and select "Stop storing location" in order to turn off Location History, and that turning Location History off would "stop[] saving new location information."

19. GOOGLE's statements prompting USERS to turn on LOCATION HISTORY, which is defaulted "off," also deceptively implied that only that setting controlled whether GOOGLE stores a USER's LOCATION INFORMATION. For example, at various times, GOOGLE told USERS that enabling LOCATION HISTORY "lets Google save your location;" allows GOOGLE to "store and use" the "places you go;" permits GOOGLE to "periodically store your location;" "allows GOOGLE to store a history of your location;" or allows GOOGLE "to save and manage your location information in your account."

20. Until at least mid-2018, GOOGLE's public help page on LOCATION HISTORY assured USERS that they "can turn off Location History at any time. With Location History off, the places you go are no longer stored." But even with LOCATION HISTORY disabled, GOOGLE tracks and stores USERS' locations in other ways. Depending on the USER's settings, GOOGLE can track the USER's location on a periodic or continuous basis through: (1) Other GOOGLE ACCOUNT settings, such as WEB & APP ACTIVITY; (2) Google Location Services (i.e., "Google Location Accuracy"), a device-level feature that "provides a device's location to apps[;]" (3) GOOGLE apps on the consumer's mobile device; (4) Wi-Fi or Bluetooth scans from the consumer's mobile device; (5) The consumer's IP address; and (6) Data collected and shared with GOOGLE's marketing partners and third-party apps.

GOOGLE'S MISREPRESENTATIONS REGARDING WEB & APP ACTIVITY

21. WEB & APP ACTIVITY collects certain types of LOCATION INFORMATION when a USER interacts with certain GOOGLE products. For example, if a USER asks Google

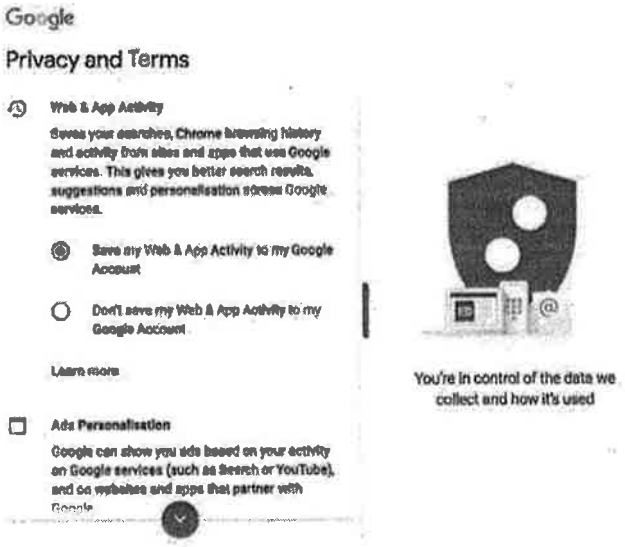
Assistant to search for the author of a book, WEB & APP ACTIVITY would save the USER's location and the time when the query was made. GOOGLE also collects and stores information that could implicitly reveal a user's location, such as which places the user inputs into Google Maps.

22. WEB & APP ACTIVITY is defaulted "on" for all GOOGLE ACCOUNTS and a USER is automatically opted-in to location tracking through that setting, unless the USER disables it. Until 2018, GOOGLE failed to even mention WEB & APP ACTIVITY at ACCOUNT set-up let alone disclose to USERS that such a setting controlled GOOGLE's storage and use of some types of LOCATION INFORMATION.

23. USERS were only made aware that WEB & APP ACTIVITY was storing LOCATION INFORMATION if they happened to navigate to a separate webpage called "My Activity" where GOOGLE recorded data stored under WEB & APP ACTIVITY. However, when USERS first landed on the My Activity page, LOCATION HISTORY was presented as the only setting that related to location data. *See*:



24. In 2018, GOOGLE revised its GOOGLE ACCOUNT set-up process to include the option to disable WEB & APP ACTIVITY. However, GOOGLE continued to conceal from new USERS that LOCATION INFORMATION was captured by WEB & APP ACTIVITY. Until at least mid-2018, that fact was only provided through a link to see "More options" to customize ACCOUNT followed by the selection of a link to "Learn More" about the WEB & APP ACTIVITY setting. *See*:



25. For several years, GOOGLE's Privacy Policies further omitted mention of WEB & APP ACTIVITY. For instance, the December 18, 2017 version of GOOGLE's Privacy Policy listed examples of information about "your actual location" that GOOGLE "may collect and process." These examples include a specific mention that "Location History allows Google to store a history of your location data," but makes no reference to WEB & APP ACTIVITY.

26. Many of GOOGLE's affirmative representations to consumers regarding WEB &

APP ACTIVITY failed to disclose that this setting authorized GOOGLE to store and use LOCATION INFORMATION. Additionally, GOOGLE routinely described WEB & APP ACTIVITY as a setting that allowed GOOGLE to store and use GOOGLE search history, Chrome web browser activity, and activity on GOOGLE apps—without mention of LOCATION INFORMATION.

27. As set forth above, GOOGLE misrepresented that disabling LOCATION HISTORY stopped GOOGLE from storing a USER's location and concealed that WEB & APP ACTIVITY also stored LOCATION INFORMATION. This had the capacity to deceive users into believing WEB & APP ACTIVITY did not impact collection, storage, or use of LOCATION INFORMATION; that LOCATION HISTORY alone controlled whether GOOGLE retained and used LOCATION INFORMATION; and that disabling LOCATION HISTORY would prevent GOOGLE from retaining and using a USER's historical locations on an ongoing basis.

GOOGLE'S MISREPRESENTATIONS REGARDING USERS' ABILITY TO CONTROL THEIR PRIVACY THROUGH GOOGLE ACCOUNT SETTINGS

28. During the relevant time period, GOOGLE has also made misrepresentations regarding USERS' ability to control their privacy, including LOCATION INFORMATION, through GOOGLE ACCOUNT settings.

29. For instance, as part of setting-up a GOOGLE ACCOUNT, GOOGLE expressly tells USERS, "You're in control. Depending on your account settings, some . . . data may be associated with your Google Account and we treat this data as personal information. You can control how we collect and use this data. . . . You can always adjust your controls later or withdraw your consent. . . ."

30. In another example, since 2019 GOOGLE has maintained a webpage devoted to explaining "How Google uses location information." This webpage states that "[i]f Web and App

Activity is enabled, your searches and activity from a number of other Google services are saved to your Google Account. The activity saved to Web and App Activity may also include location information. . . . Pausing Web & App Activity will stop saving your future searches and activity from other Google services."

31. In statements like these, GOOGLE frames GOOGLE ACCOUNT settings as tools that allow a USER to control GOOGLE's collection and use of their personal data. GOOGLE's statements about these settings are misleading and imply that a USER can stop GOOGLE from storing or deploying the USER's LOCATION INFORMATION by disabling these settings.

32. Regardless of whether the USER has disabled WEB & APP ACTIVITY or LOCATION HISTORY, GOOGLE collects, stores, and uses location data when a user uses certain GOOGLE products, such as the Google Play Store, Music, Search, and Maps. Additionally, for USERS who are signed in to a GOOGLE ACCOUNT, GOOGLE sometimes associates this information with the USER's ACCOUNT even if the USER has not enabled WEB & APP ACTIVITY or LOCATION HISTORY.

33. GOOGLE's representations that USERS can "control" their saved location data fail to disclose that USERS can control only a subset of the LOCATION INFORMATION GOOGLE saves. For instance, the webpage formerly called "My Activities" reflected only some of the LOCATION INFORMATION stored when USERS interact with certain GOOGLE products (e.g., Search, Assistant, and Maps). But GOOGLE also collects and stores LOCATION INFORMATION when users interact with other products and services, such as Google Play Movies and TV, Music, YouTube, and the Google Play Store. And when a USER is signed in to a GOOGLE ACCOUNT, GOOGLE associates this LOCATION INFORMATION with the USER's GOOGLE ACCOUNT without making the data visible to a USER in their ACCOUNT.

34. Until at least mid-May 2018, GOOGLE also failed to disclose that GOOGLE collects certain types of LOCATION INFORMATION when USERS are not signed in to a GOOGLE ACCOUNT.

35. GOOGLE collects and stores the same type of LOCATION INFORMATION from signed-out users when they use GOOGLE products as it collects and stores from signed-in USERS. GOOGLE merely associates the LOCATION INFORMATION of signed-out USERS with a unique "pseudonymous" identifier rather than the USER's GOOGLE ACCOUNT.

36. Until May 2018, GOOGLE did not disclose in its Privacy Policy that it stores information from signed-out USERS, who cannot prevent this data collection. Even today, the webpage devoted to explaining "How Google uses location information" only explains how location data is "saved in [a] Google Account," without explaining that GOOGLE also stores and deploys the LOCATION INFORMATION of USERS who are not signed in to a GOOGLE ACCOUNT when they use GOOGLE products.

37. Contrary to GOOGLE's representations, disabling or enabling GOOGLE ACCOUNT settings such as LOCATION HISTORY does not control whether GOOGLE will collect, store, or use a USER's LOCATION INFORMATION. Even disabling all GOOGLE ACCOUNT settings or signing out of a GOOGLE ACCOUNT is not effective to prevent GOOGLE from storing and using a USER's LOCATION INFORMATION. As a result of GOOGLE's misleading statements with respect to these settings, USERS cannot reasonably avoid GOOGLE's access to and use of their LOCATION INFORMATION.

GOOGLE'S MISREPRESENTATIONS REGARDING THE ADS PERSONALIZATION SETTING

38. GOOGLE's deceptive and unfair practices extend to ADS PERSONALIZATION. ADS PERSONALIZATION is a setting that purports to allow USERS to opt out of personalized

advertising and allows USERS to "control" GOOGLE's use of their LOCATION INFORMATION. According to GOOGLE's representations, enabling ADS PERSONALIZATION will "[l]et Google use [a user's Google Account activity] to show [the user] more relevant ads on [Google's] services and on websites and apps that partner with [Google]." In explaining this setting, GOOGLE told USERS that they should "let Google know [their] location," so that "[they] won't get ads for stores in other regions."

39. GOOGLE's disclosure misled consumers to believe they can turn off ADS PERSONALIZATION to prevent GOOGLE from using LOCATION INFORMATION to send personalized ads. But this setting only provides an illusion of control. In reality, GOOGLE continues to target ads based on a USER's location—both on and off GOOGLE products—even if the USER disables ADS PERSONALIZATION.

CONCLUSION

40. Based on these Findings, the Attorneys General have reason to believe that GOOGLE has engaged in deceptive and unfair acts and practices in violation of the Consumer Protection Acts.

III. ASSURANCES

41. The duties, responsibilities, burdens, and obligations undertaken in connection with this Assurance must apply to GOOGLE and its directors, officers, employees, representatives, agents, affiliates, parents, subsidiaries, predecessors, assigns, and successors for a period of five (5) years from the FINAL IMPLEMENTATION DATE, except for paragraphs 42, 61, and 62.

GENERAL COMPLIANCE

42. GOOGLE will not make misrepresentations to USERS regarding an individual USER's LOCATION INFORMATION in LOCATION HISTORY and WEB & APP ACTIVITY.

CONSENT AND DISCLOSURES

43. a. GOOGLE must issue a POP-UP NOTIFICATION to USERS who have LOCATION HISTORY or WEB & APP ACTIVITY enabled at the time of the notification, disclosing whether these settings collect LOCATION INFORMATION and instructing USERS how to disable each setting, delete the data collected by the settings, and set data retention limits.

b. USERS that have disabled notification settings on their DEVICE may not receive the POP-UP NOTIFICATION referenced in paragraph 43(a).

c. Within thirty (30) days of the EFFECTIVE DATE, GOOGLE must also send an email to USERS who have LOCATION HISTORY or WEB & APP ACTIVITY enabled at the time of the notification, disclosing the same information described in paragraph 43(a).

44. GOOGLE must maintain a webpage (the "LOCATION TECHNOLOGIES PAGE") that discloses GOOGLE's policies and practices concerning:

a. the types of LOCATION INFORMATION collected by GOOGLE;

b. the sources of LOCATION INFORMATION collected by GOOGLE;

c. whether and under what circumstances LOCATION INFORMATION collected and/or retained by GOOGLE is PRECISE LOCATION INFORMATION;

d. how enabling each LOCATION-RELATED ACCOUNT SETTING impacts the collection, retention, and/or use of LOCATION INFORMATION by GOOGLE, including the precision and frequency of data collected, and whether each such setting applies across DEVICES linked to the same ACCOUNT;

e. how and to what extent USERS are able to limit in GOOGLE ACCOUNTS the LOCATION INFORMATION GOOGLE collects or retains about the USERS, including the extent to which GOOGLE collects, retains, or uses LOCATION INFORMATION when

LOCATION-RELATED ACCOUNT SETTINGS are disabled or paused;

f. how USERS can find information about the state of their LOCATION-RELATED ACCOUNT SETTINGS and disable such settings;

g. the purpose(s) for which GOOGLE collects or obtains LOCATION INFORMATION, including how LOCATION INFORMATION is used for advertising, research purposes, trends, and creating USER profiles;

h. how and to what extent USERS can limit GOOGLE's uses of the LOCATION INFORMATION, including the fact that USERS cannot prevent the use of LOCATION INFORMATION in advertising by ADS PERSONALIZATION;

i. GOOGLE's default retention period for each type of LOCATION INFORMATION and the reason(s) GOOGLE retains the LOCATION INFORMATION;

j. how USERS can set auto-retention and deletion periods in GOOGLE ACCOUNTS for their LOCATION INFORMATION, including a link to the controls;

k. how and to what extent LOCATION INFORMATION can be:

i. deleted by USERS,

ii. deleted at USERS' request, or

iii. automatically deleted by GOOGLE;

l. whether and what types of LOCATION INFORMATION are collected from USERS signed out of their ACCOUNTS, how that LOCATION INFORMATION is retained and/or used, and whether and how signed-out USERS can limit collection or delete this LOCATION INFORMATION;

m. USERS' ability to reset any pseudonymous IDs or obfuscated IDs that use LOCATION INFORMATION; and

n. hyperlinks to GOOGLE webpage(s) describing the extent to which LOCATION INFORMATION collected or stored by any LOCATION-RELATED ACCOUNT SETTING is pseudonymized, anonymized, or de-identified when deleted by a USER.

45. The LOCATION TECHNOLOGIES PAGE must be designed and presented in a CLEAR AND CONSPICUOUS disclosure.

46. GOOGLE must disclose as part of the opt-in flow for LOCATION HISTORY ways in which LOCATION INFORMATION previously stored in LOCATION HISTORY that has been de-identified or anonymized is used. The disclosure required in this paragraph must be CLEAR AND CONSPICUOUS and presented when USERS enable or are prompted to enable LOCATION HISTORY within their ACCOUNT Data & Privacy Page or while using a GOOGLE product.

47. When USERS enable or are prompted to enable a LOCATION-RELATED ACCOUNT SETTING while using a GOOGLE product, GOOGLE must present a CLEAR AND CONSPICUOUS disclosure that includes:

a. a hyperlink to the LOCATION TECHNOLOGIES PAGE; and

b. the following information concerning the LOCATION-RELATED ACCOUNT SETTING:

i. sources of the LOCATION INFORMATION for the LOCATION-RELATED ACCOUNT SETTING;

ii. purposes for which the LOCATION-RELATED ACCOUNT SETTING collects, retains, and uses LOCATION INFORMATION;

iii. retention of LOCATION INFORMATION stored with a USER's ACCOUNT when the LOCATION-RELATED ACCOUNT SETTING is enabled, and deletion

controls available to USERS; and

iv. whether the LOCATION-RELATED ACCOUNT SETTING collects LOCATION INFORMATION even when USERS are not using a specific GOOGLE service.

48. When USERS enable or are prompted to enable a LOCATION-RELATED ACCOUNT SETTING within their ACCOUNT Data & Privacy Page, GOOGLE must present a CLEAR AND CONSPICUOUS disclosure that includes:

a. a hyperlink to the LOCATION TECHNOLOGIES PAGE; and

b. the following information concerning the LOCATION-RELATED ACCOUNT SETTING:

i. sources of the LOCATION INFORMATION for the LOCATION-RELATED ACCOUNT SETTING;

ii. purposes for which the LOCATION-RELATED ACCOUNT SETTING collects, retains, and uses LOCATION INFORMATION;

iii. retention of LOCATION INFORMATION stored with a USER's ACCOUNT when the LOCATION-RELATED ACCOUNT SETTING is enabled, and deletion controls available to USERS; and

iv. whether the LOCATION-RELATED ACCOUNT SETTING collects LOCATION INFORMATION even when USERS are not using a specific GOOGLE service.

49. GOOGLE must include the following in its ACCOUNT CREATION FLOW:

a. CLEAR AND CONSPICUOUS disclosures regarding the collection, retention, and use of LOCATION INFORMATION, including but not limited to GPS, IP address,

DEVICE sensor data, Wi-Fi data, and Bluetooth data, that the USER agrees to prior to creating an ACCOUNT;

b. a hyperlink to the LOCATION TECHNOLOGIES PAGE;

c. an additional dialogue advising USERS of LOCATION-RELATED ACCOUNT SETTINGS enabled by default, including WEB & APP ACTIVITY, and providing USERS with the option to disable the settings; and

d. for WEB & APP ACTIVITY and any other LOCATION-RELATED ACCOUNT SETTING enabled by default, GOOGLE must disclose the same information described in paragraphs 47(b) and 48(b) above.

50. For the purposes of the disclosures in paragraphs 43, 44, 45, 46, 47, 48, and 49, the information reflected in this Assurance will be presented in a manner that the USER cannot avoid.

51. GOOGLE must notify USERS via email of any material changes to GOOGLE's Privacy Policy concerning the collection, use, and storage of LOCATION INFORMATION.

52. GOOGLE must include a hyperlink to the LOCATION TECHNOLOGIES PAGE in its Privacy Policy.

ACCOUNT CONTROLS

53. GOOGLE must add the following language to the ACCOUNT Data & Privacy Page to help USERS identify LOCATION-RELATED ACCOUNT SETTING controls: "Location info is saved and used based on your settings. Learn more." GOOGLE must maintain the language required in this paragraph on the ACCOUNT Data & Privacy Page (or, should the name of the ACCOUNT Data & Privacy Page change, on the newly-named page that contains the same content).

54. GOOGLE must give USERS the ability to disable a LOCATION-RELATED ACCOUNT SETTING and delete the LOCATION INFORMATION stored by that setting in a single, continuous flow, i.e., without needing to navigate to a separate surface or page.

LIMITS ON DATA USE AND RETENTION

55. GOOGLE will refrain from sharing a USER's PRECISE LOCATION INFORMATION with a third-party advertiser, absent EXPRESS AFFIRMATIVE CONSENT for sharing and use by that third party. GOOGLE's obligations under this paragraph will not restrict GOOGLE's ability to comply with federal, state, or local laws or regulations that require GOOGLE to follow particular processes when obtaining USER consent.

56. GOOGLE will automatically delete LOCATION INFORMATION derived from a DEVICE or from IP addresses in WEB & APP ACTIVITY within thirty (30) days of collection of such LOCATION INFORMATION.

57. GOOGLE will continue to automatically delete LOCATION HISTORY data for INACTIVE USERS within 180 days of the USER receiving an email notification that their data in LOCATION HISTORY will be deleted, unless USERS take steps to keep their data.

a. GOOGLE must send the email notification required by this paragraph within ninety (90) days of the USER becoming inactive.

b. For any USER who is an INACTIVE USER as of the EFFECTIVE DATE, GOOGLE will send the email notification required by this paragraph within thirty (30) days of the EFFECTIVE DATE.

58. Before materially changing how LOCATION HISTORY or WEB & APP ACTIVITY use PRECISE LOCATION INFORMATION after the EFFECTIVE DATE, GOOGLE will internally assess the privacy impact of that change.

59. Before materially changing how GOOGLE shares USERS' PRECISE LOCATION INFORMATION collected in LOCATION HISTORY or WEB & APP ACTIVITY after the EFFECTIVE DATE, GOOGLE will internally assess the privacy impact of that change.

60. All internal assessments in paragraphs 58 and 59 must be documented in writing within GOOGLE.

COMPLIANCE AND REPORTING REQUIREMENTS

61. Within 180 days of the EFFECTIVE DATE, GOOGLE will prepare a report detailing GOOGLE's compliance with this Assurance (the "INITIAL COMPLIANCE REPORT"). The INITIAL COMPLIANCE REPORT must include all relevant implementation date(s) as well as copies of the text of any required disclosures. Thereafter, GOOGLE will prepare an annual compliance report (the "ANNUAL COMPLIANCE REPORT") starting one (1) year after the EFFECTIVE DATE and ending four (4) years after the EFFECTIVE DATE.

a. GOOGLE may fulfill its reporting obligations under this paragraph by providing a copy of the INITIAL COMPLIANCE REPORT and each ANNUAL COMPLIANCE REPORT to the Nebraska Attorney General's Office.

b. The Nebraska Attorney General's Office may provide a copy of the INITIAL COMPLIANCE REPORT and each ANNUAL COMPLIANCE REPORT received from GOOGLE to the Ohio Attorney General upon request.

62. GOOGLE will provide the Nebraska Attorney General's Office with copies of the INDEPENDENT ASSESSOR REPORTS for the following biennial assessment periods: 2020-2022, 2022-2024, and 2024-2026.

a. GOOGLE must provide the INDEPENDENT ASSESSOR REPORTS to the Nebraska Attorney General within seven (7) days of transmitting the report to the Federal

Trade Commission.

b. The Nebraska Attorney General may provide a copy of the INDEPENDENT ASSESSOR REPORTS received from GOOGLE to the Ohio Attorney General upon request.

63. Any INITIAL COMPLIANCE REPORT, ANNUAL COMPLIANCE REPORT, or INDEPENDENT ASSESSOR REPORT (collectively, the "REPORTS") provided pursuant to paragraphs 61 and 62 and all information contained therein, to the extent permitted by the laws of the State of Ohio will be treated by the Ohio Attorney General's Office as confidential; will not be shared or disclosed except as described in subsection paragraphs 61(b) and 62(b); and will be treated by the Ohio Attorney General's Office as exempt from disclosure under the relevant public records laws of the State of Ohio. In the event that the Ohio Attorney General's Office receives any request from the public to inspect any of the REPORTS provided pursuant to paragraphs 61 and 62 or other confidential documents under this Assurance and believes that such information is subject to disclosure under the relevant public records laws, the Ohio Attorney General's Office agrees to provide GOOGLE with at least ten (10) days advance notice before producing the information, to the extent permitted by state law (and with any required lesser advance notice), so that GOOGLE may take appropriate action to defend against the disclosure of such information. The notice under this paragraph shall be provided consistent with the notice requirements contained in paragraph 83. Nothing contained in this paragraph will alter or limit the obligations of the Ohio Attorney General that may be imposed by the relevant public records laws of the State of Ohio, or by order of any court, regarding the maintenance or disclosure of documents and information supplied to the Ohio Attorney General except with respect to the obligation to notify GOOGLE of any potential disclosure.

IV. MONETARY PAYMENT

64. No later than thirty (30) days after the EFFECTIVE DATE, GOOGLE must pay a total of Three Hundred Ninety-One Million, Five Hundred Thousand Dollars ($391,500,000.00) to be divided and paid by GOOGLE directly to the Ohio Attorney General in the amount designated by the States Attorneys General. Where state law requires judicial or other approval of the Assurance, payment shall be made no later than thirty (30) days after notice from the relevant Attorney General that such final approval for the Assurance has been secured.

a. GOOGLE must pay to the Ohio Attorney General Thirteen Million, Three Hundred Ninety-Seven Thousand, Two Hundred Thirty-Seven Dollars and Thirty-One Cents ($13,397,237.31).

b. The payment received by the Ohio Attorney General may be used for purposes that may include, but are not limited to, attorneys' fees, and other costs of investigation and litigation, or may be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education or redress, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, and/or for other uses permitted by state law, at the sole discretion of the Ohio Attorney General.

V. RELEASE

65. By execution of this Assurance, and following full payment by GOOGLE of the amounts due under this Assurance, the STATES release and forever discharge GOOGLE and its past and present officers, directors, employees, agents, affiliates, parents, subsidiaries, operating companies, predecessors, assigns, and successors from all civil claims that the Attorney General could have brought under the Ohio Consumer Sales Practices Act, R.C. 1345.01 *et seq.* and any

common law claims that the Attorney General could have brought concerning unfair, deceptive, or fraudulent trade practices based on the COVERED CONDUCT up to and including the EFFECTIVE DATE.

66. Nothing contained in this Assurance will be construed to limit the ability of any Attorney General to enforce the obligations that GOOGLE has under this Assurance. Nothing in this Assurance will be construed to limit GOOGLE's ability to enforce the terms of the Assurance. Further, nothing in this Assurance will be construed to waive or limit any private rights of action.

67. Notwithstanding the releases in paragraph 65, or any other term of this Assurance, the following claims are specifically reserved and not released by this Assurance: (1) claims based on violations of state or federal antitrust laws; (2) claims based on violations of securities laws; (3) criminal liability; and (4) claims that arise from GOOGLE's actions that take place after the EFFECTIVE DATE.

VI. GENERAL PROVISIONS

68. The Parties understand and agree that this Assurance will not be construed as an approval or sanction by the Attorney General of GOOGLE's business practices, nor will GOOGLE represent that this Assurance constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the Attorney General to take any action in response to information submitted pursuant to this Assurance will not be construed as an approval or sanction of any representations, acts, or practices indicated by such information, nor will it preclude action thereon at a later date.

69. Nothing in this Assurance will be construed to limit the authority or ability of the Ohio Attorney General to protect the interests of Ohio or the people of Ohio. This Assurance will not bar the Ohio Attorney General or any other governmental entity from enforcing laws,

regulations, or rules against GOOGLE for conduct subsequent to or otherwise not covered by this Assurance. Further, nothing in this Assurance will be construed to limit the ability of the Ohio Attorney General to enforce the obligations that GOOGLE has under this Assurance.

70. Nothing in this Assurance will be construed as relieving GOOGLE of the obligation to comply with all federal, state, and local laws, regulations, and rules, nor will any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

71. Nothing in this Assurance will be construed to prevent GOOGLE from complying with laws, regulations, and rules of any State, the United States, or any other jurisdictions.

72. For five (5) years after entry of this Assurance, GOOGLE must deliver a copy of this Assurance to all principals, officers, directors, and LLC managers and members and all employees, agents, and representatives who have supervisory responsibilities relating to paragraphs 43-60 of this Assurance. Delivery must occur within seven (7) days of entry of this Assurance for current personnel. For all others, delivery must occur before they assume their responsibilities.

73. For each individual to which GOOGLE delivered a copy of this Assurance, GOOGLE must obtain, within thirty (30) days, a signed and dated acknowledgement of receipt of this Assurance.

74. This Assurance may be executed by any number of counterparts and by different signatories on separate counterparts, each of which will constitute an original counterpart thereof and all of which together will constitute one and the same document. One or more counterparts of this Assurance may be delivered by facsimile or electronic transmission with the intent that it or they will constitute an original counterpart thereof.

75. This Assurance contains the complete agreement between the Parties. The Parties have made no promises, representations, or warranties other than what is contained in this Assurance. This Assurance supersedes any prior oral or written communications, discussions, or understandings.

76. For purposes of construing the Assurance, this Assurance will be deemed to have been drafted by all Parties.

77. This Assurance is entered into voluntarily and solely for the purpose of resolving the claims and causes of action against GOOGLE. Each Party and signatory to this Assurance represents that it freely and voluntarily enters into this Assurance without any degree of duress or compulsion.

78. GOOGLE will not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any term of this Assurance. GOOGLE will not knowingly cause, permit, or encourage any other persons or entities acting on its behalf, to engage in practices prohibited by this Assurance.

79. GOOGLE agrees that this Assurance does not entitle it to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation, or rule, and GOOGLE further waives any right to attorneys' fees that may arise under such statute, regulation, or rule.

80. This Assurance will not be construed to waive any claims of sovereign immunity Ohio may have in any action or proceeding.

81. If any portion of this Assurance is held invalid or unenforceable, the remaining terms of this Assurance will not be affected and will remain in full force and effect.

82. After the EFFECTIVE DATE, GOOGLE shall maintain records required to

demonstrate its compliance with paragraphs 42 through 62, and 72 and 73 of this Assurance for a period of not less than five (5) years.

83. Except as otherwise provided herein, any notice or other documents to be sent to the Parties or either Party pursuant to this Assurance shall be sent by e-mail and United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provide for tracking services and identification of the person signing for the documents and electronic mail. The notices and/or documents shall be sent to the following addresses:

For the Ohio Attorney General:

Melissa S. Smith
Assistant Chief
Consumer Protection Section
30 East Broad St., 14th Floor
Columbus, Ohio 43215
614466-6112
Melissa.S.Smith@OhioAttorneyGeneral.gov

Michael Ziegler
Principal Assistant Attorney General
Consumer Protection Section
30 East Broad St., 14th Floor
Columbus, Ohio 43215
614-466-3980
Michael.Ziegler@OhioAttorneyGeneral.gov

For Google:

Cynthia Pantazis
Director, State Policy
Google LLC
25 Massachusetts Avenue, NW
Washington, DC 20001
PH: (202) 346-1328
cpantazis@google.com

Wendy Huang Waszmer

Wilson Sonsini Goodrich & Rosati, PC
1301 Avenue of the Americas - 40th Floor
New York, New York 10019
PH: (212) 497-7702
wwaszmer@wsgr.com

84. If the Ohio Attorney General has reason to believe that GOOGLE has failed to comply with any of paragraphs 42 through 62 of this Assurance, and if in the Ohio Attorney General's sole discretion the failure to comply does not threaten the health or safety of citizens, the Ohio Attorney General will notify GOOGLE of such failure to comply and GOOGLE will have thirty (30) days from receipt of such notice to provide a good faith written response, including either a statement that GOOGLE believes it is in full compliance, or otherwise a statement explaining how the violation occurred, whether it was inadvertent, and how GOOGLE remediated or will remediate the violation. The Ohio Attorney General may agree to provide GOOGLE more than thirty (30) days to respond. During the thirty (30) day period, the Attorney(s) General shall engage in good faith discussions with GOOGLE before taking any enforcement action, in an attempt to resolve any alleged non-compliance.

85. Subject to the meet-and-confer provision in paragraph 84, the parties agree that this Assurance is a valid, binding, and enforceable agreement and that any dispute or other enforcement action relating to this Assurance will be resolved by a state court of competent jurisdiction in Ohio. This paragraph will not be construed to waive any jurisdictional or other defense GOOGLE may assert with regard to any other matter, nor will this paragraph be construed to waive any non-jurisdictional response or objection either Party has in connection with a dispute relating to this Assurance.

86. In STATES where this Assurance must be filed with and/or approved by a court, GOOGLE consents to the filing of this Assurance and its approval by the court, and GOOGLE authorizes the ATTORNEYS GENERAL in such states to represent that GOOGLE does not object

to court approval of the Assurance.

APPROVED:

DAVE YOST, ATTORNEY GENERAL, THE STATE OF OHIO

By: _____ Date: 11.14.2022

Melissa Szozda Smith (OH Bar No. 0083551)
Assistant Section Chief
Ohio Attorney General Dave Yost, Consumer Protection Section
30 E. Broad Street, Floor 14
Columbus, OH 43215
Melissa.s.smith@ohioago.gov
614.466.6112

By: _____ Date: 11.14.2022

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[Additional approvals on subsequent pages]

APPROVED:

GOOGLE, LLC

By: Lee-Anne Mulholland Date: 4/8/2022

LEE-ANNE MULHOLLAND
Vice President, Alphabet Regulatory Response, Investigations & Strategy

COUNSEL FOR GOOGLE, LLC

By: _____ Date: _____

Wendy Huang Waszmer
Wilson Sonsini Goodrich & Rosati
1301 Avenue of the Americas, 40th Fl.
New York, New York 10019
(212) 497 7702

APPROVED:

GOOGLE, LLC

By: _____ Date: _____

LEE-ANNE MULHOLLAND
Vice President, Alphabet Regulatory Response, Investigations & Strategy

COUNSEL FOR GOOGLE, LLC

By: _____ Date: 11/9/2022

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