

ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF INTERNET AND TECHNOLOGY

In the Matter of

Assurance No. 21-026

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

**REACT2MEDIA, INC., d/b/a CLICKPERKS, d/b/a
REACT2MEDIA LLC, d/b/a
REGREACT,**

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“NYAG”) commenced an investigation pursuant to Executive Law § 63(12) and General Business Law (“GBL”) § 349 into the collection and sale of consumers’ information, and use of consumers’ identities in public comments to the government, by React2Media, Inc., d/b/a ClickPerks, d/b/a React2Media LLC, d/b/a RegReact (“React2Media” or “Respondent”). This Assurance of Discontinuance (“Assurance”) contains the findings of NYAG’s investigation and the relief agreed to by NYAG and React2Media, whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the “Parties”).

FINDINGS OF OAG

1. From April 2016 through November 2018, React2Media was responsible for the submission of hundreds of thousands of public comments, in the form of posts, letters, and petition signatures, to government regulators and legislators, across dozens of official proceedings on a range of policy issues, purportedly signed by individuals who in fact had neither approved or even been shown the messages sent using their identities, nor been told any

such messages would be sent on their behalf.

2. React2Media engaged in this misconduct using a number of websites where consumers can earn rewards, such as a gift card or sweepstakes entry, in exchange for providing contact information and clicking through several sequential webpages to answer survey questions and view marketing offers.

3. Contrary to its representations to consumers and clients, however, React2Media did not actually solicit or collect permission from consumers for most of the public comments that were sent to the government on consumers' behalf. Instead, React2Media took information it had collected months or years earlier from hundreds of thousands of consumers and – without telling those consumers – gave their information to clients for use in advocacy campaigns, misrepresenting that the consumers had expressly agreed to have their names and addresses used to sign the letters, comments, and petitions to support or oppose government policies.

Background

4. Respondent React2Media, Inc. is a Delaware corporation with a principal place of business at 35 W. 36th Street #4E, New York, New York 10018.

5. React2Media provides digital lead-generation services. A lead generator collects personal information from consumers and then sells that information to third parties who want to use the leads to generate business.

6. To obtain leads, React2Media used a form of lead generation known as “co-registration.”

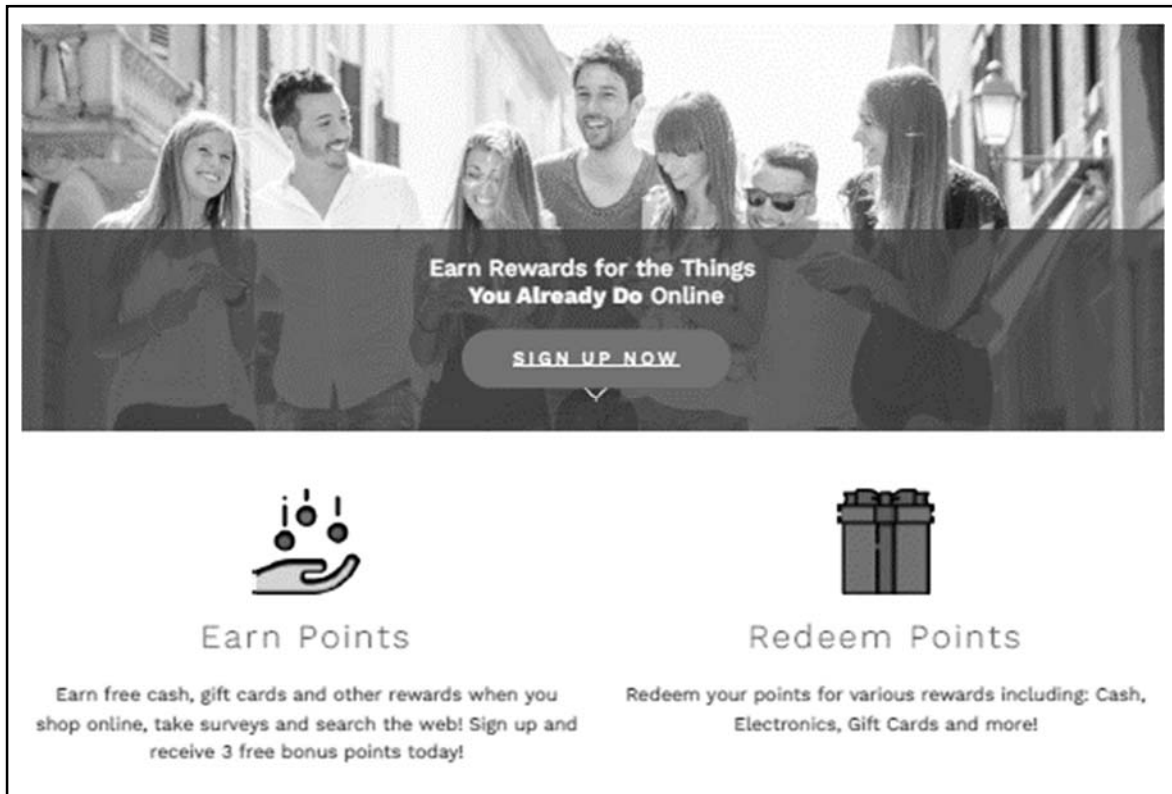
React2Media's Lead Generation Business Through Co-Registration

7. In co-registration, a consumer is presented with advertisements or solicitations from multiple third-party marketers. Typically, users are shown large numbers of these

advertisements in succession. To encourage consumers to provide their information and enroll in the third-party marketers' programs, consumers are typically offered incentives, such as gift cards or sweepstake entries.

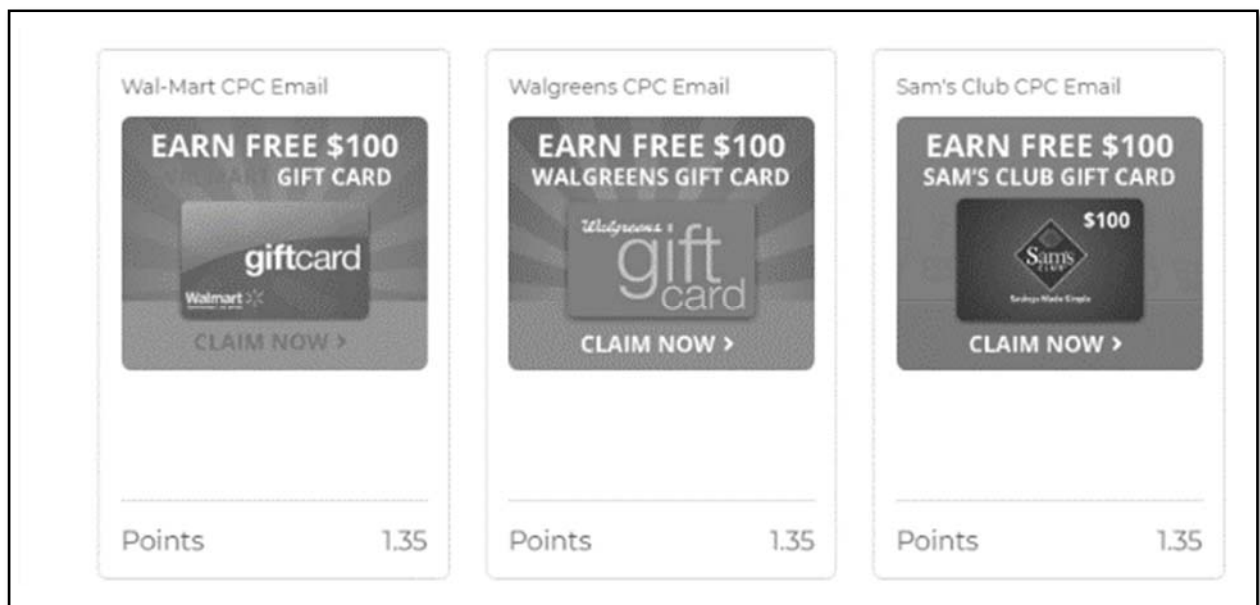
8. React2Media obtains leads by running advertisements on a range of co-registration websites. React2Media operates one or more of those sites itself, such as clickperks.com. React2Media also runs advertisements on websites owned and operated by third-party affiliates and partners that are also in the co-registration business.

9. For example, a landing page on React2Media's site, clickperks.com, offered "free cash," "gifts," and "[e]lectronics" to consumers if they "shop online, take surveys and search the web!" The page asks the consumer to "SIGN UP NOW" to participate. Below is a screenshot of the top portion of the landing page from an October 2019 visit by NYAG during its investigation:



10. After clicking on the “SIGN UP NOW” link, the consumer is asked to register by submitting contact information – including name, mailing address, and email address – and date of birth.

11. After registration, consumers can browse through dozens of marketing offers. Completing an offer earns the consumer points. For example, they might earn 1.35 points in exchange for completing an offer with Walmart. Below is a screenshot showing some of the dozens of offers consumers could browse and complete to earn points, from a visit to clickperks.com in October 2019:



12. After clicking one of the offers, the consumer would be presented with additional web pages with “survey” questions or other tasks to complete. The survey questions may relate to the consumer’s habits, lifestyle, consumption of goods and services, experiences with a particular brand or company, or other topics. The other tasks may include signing up for a consumer product newsletters or marketing.

13. After clicking on several offers and completing several surveys or other tasks, the

consumer might have enough points to redeem with React2Media to receive the commercial incentive they sought. Below is a screenshot from a visit to clickperks.com in October 2019 where completion of multiple offers had earned 15.25 points toward the 50 points the consumer had to redeem to get a \$5 Amazon gift card, as shown in the screenshot below.



React2Media's Advocacy Campaigns

14. While many of the lead generation campaigns React2Media ran were marketing campaigns for businesses, React2Media started offering its services for advocacy campaigns for clients trying to generate public comments to government regulators and legislators in support of, or in opposition to, laws, regulations, or policies under consideration.¹

15. React2Media charged its clients based on the number of advocacy leads it collected, with the total number of advocacy leads (and corresponding total dollar charge) capped at a particular amount by the client. For example, in its largest advocacy campaign,

¹ These campaigns were typically undertaken on behalf of "advocacy groups," which are entities organized to advance the public policy preferences of the group's members. In some cases the advocacy groups hired for-profit "digital strategy firms" to create and operate the campaigns. Thus, React2Media might work directly with the digital strategy firms, and directly or indirectly with the corresponding advocacy groups, to implement the letter or comment campaigns. React2Media thus provided its services in a given advocacy campaign to both the digital strategy firms and the associated advocacy group(s) (collectively, "advocacy clients").

React2Media received \$0.07 for each advocacy lead up to a maximum of 200,000 advocacy leads for \$14,000.

16. React2Media was engaged in at least forty-six advocacy campaigns from 2015 through 2018. The goal of these campaigns was to collect leads that would be used to generate public comments to influence laws and regulations spanning a broad range of industries and issues, including health care, internet regulations, foreign policy and U.S. military aid spending abroad, trade policy, energy policy, air and water pollution, public transit, sports gambling, tort reform, data privacy, collective bargaining, criminal justice reform, and more. The advocacy campaigns collectively generated approximately 730,000 consumer advocacy leads for advocacy clients.

17. React2Media represented to its advocacy campaign clients that it would display an “offer” or “ad” that asked consumers to consent to the submission of a public comment to the government on their behalf.²

18. Below is an example of the offer React2Media told a client interested in rolling back net neutrality rules that it would include among the offers presented to consumers on its

² NYAG found that some advocacy organizations and digital strategy firms using co-registration to generate letters and public comments have described the resulting advocacy leads as “low-affinity,” because consumers responding to co-registration offers usually have little connection, if any, to the advocacy issue, and are instead simply clicking through a long list of questions and offers in an attempt to obtain a free gift card or other commercial incentive.

websites, and those of its affiliates, to solicit the consumers' participation in the campaign.

Tell the FCC to Free the Net
CFE

Stop Internet Regulations Tell the FCC to Free the Net. Obama-era FCC regulations are suffocating the internet. They are impeding innovation and obstructing job creation. Join us to take action now to encourage the FCC to free the internet from Obama's regulatory overreach. Your letter to the FCC: Government utility regulation of the Internet risks devastating private investment, undermining competition, and stalling innovation. It also puts consumers at serious risk of being hit with a new "broadband tax" to cover the lack of private sector investment due to these regulations. The Trump/Paul FCC is right to revisit this issue. I urge you to stand up to the radical extremists who took over the FCC under Obama and protect our free-market internet by rescinding the Title II order. [Privacy Policy](#)

Please enter the following information: * marked fields are required.

First Name * :

Last Name * :

Email Address * :

Address :

City * :

State * :

Zip Code * :

Submit Skip

19. React2Media represented to its advocacy campaign clients that the creative would run starting on a particular date and continuing either until a particular end date or until a specified number of advocacy leads had been collected.

20. After the campaign period began, React2Media provided advocacy leads to its advocacy campaign clients.

21. In setting up and operating the advocacy campaigns, React2Media made repeated implicit and explicit representations to its advocacy clients indicating that React2Media's websites, and those of its affiliates, would generate advocacy leads from consumers who would visit those websites during the campaign period, after showing them the creative, and collecting their express consent to participate in the advocacy campaign by having their name and address added to a letter, comment, or petition to be sent to the government.

22. For instance, prior to the start of a campaign, React2Media would obtain

specifications from clients indicating how the clients wanted the offer to be displayed to consumers. React2Media would then create mock-ups of the offer conforming to those specifications and send them to the advocacy client for approval. The offer shown in paragraph 18 is a mock-up that a React2Media employee sent to an advocacy client for approval in May 2017.

23. React2Media represented to clients that it would wait for their final approval on the offer before making the campaign live and visible to consumers on the websites of React2Media and its affiliates.

24. From the time each campaign was live through the end of the campaign, React2Media provided advocacy lead data to its clients that React2Media said reflected consumers who had been shown the creative and affirmatively agreed to the submission of an advocacy message to the government on their behalf in the form of a letter, comment, or petition. Each advocacy lead included the consumer's contact information (name, mailing address, and email address).

25. The foregoing representations to advocacy clients were inconsistent with React2Media's actual practice, which is described below.

React2Media's Fraudulent and Deceptive Practices

26. Contrary to its representations to advocacy clients, from at least 2015 through 2018 few, if any, consumers consented to participate in the advocacy campaigns React2Media had been paid to run. Instead, React2Media simply took profiles of consumers who had registered on its sites or those of its affiliates in prior months or years, well before the advocacy campaigns at issue, and sent those profiles to its advocacy clients, falsely representing that they reflected leads collected from consumers during the client's campaign after the consumers

viewed the creative and affirmatively agreed to have the advocacy message sent on their behalf.

27. For example, in campaigns to generate public comments to the FCC opposing “net neutrality” internet regulations, React2Media misrepresented that more than approximately 562,000 consumers had agreed to participate in public comments to the FCC, when in fact most or all of those consumers had not been shown the advocacy message or agreed to participate in the advocacy campaign.

28. To generate fake advocacy leads from old consumer registrations, React2Media used a computer programming script to copy previously collected consumer name and contact information. To conceal the true source of the consumer information – old data – the script generated new timestamps that purported to reflect when individuals had viewed the campaign and provided consent.

29. React2Media’s management, including the Chief Executive Officer Alexander Schaller and Chief Operating Officer Jordan Galbraith, knew of and directed use of the script to copy old data and pass it off as information newly collected in campaigns. In many cases, one or more of the executives knowingly directed staff to change the parameters of the script to ensure that the campaign generated the maximum number of leads per day permitted by a campaign.

30. In all, React2Media generated hundreds of thousands of fake advocacy leads and provided them to advocacy clients to send to the government in at least forty-six advocacy campaigns that it operated from at least 2015 through at least 2018. Some of these campaigns involved several hundred thousand advocacy messages about net neutrality that were submitted to the FCC. Other campaigns involved the submission of public comments, letters, and petitions that were intended to influence laws, regulations, and policies spanning a broad range of industries and issues, including:

- i. air and water pollution;
- ii. criminal justice reform;
- iii. data privacy;
- iv. energy policy;
- v. foreign policy;
- vi. health care;
- vii. housing;
- viii. internet regulations;
- ix. labor policy and collective bargaining;
- x. occupational licensing;
- xi. public transit;
- xii. sports betting and gambling;
- xiii. taxes;
- xiv. tort reform;
- xv. trade policy; and
- xvi. veterans' benefits.

b. The advocacy messages that React2Media caused to be submitted were sent to many types of government bodies at the federal and state levels, including:

- i. U.S. Congress and particular legislators;
- ii. U.S. President;
- iii. Federal agencies, including the Federal Communications Commission, the Environmental Protection Agency, and the Army Corps of Engineers;
- iv. State legislatures and state agencies, including in California, Colorado, Georgia, Mississippi, Nevada, New York, Oregon, South Carolina, Texas, and Washington;
- v. State governors, including in Colorado; and
- vi. State attorneys general.

31. In at least one advocacy campaign, React2Media also misrepresented to its client that consumers had consented to receive email communications from an advocacy group sponsoring the campaign. Instead of seeking consumers' consent to receive future email communications from the advocacy group sponsoring the campaign as the client had directed, React2Media generated all or nearly all leads from old consumer registrations.

32. Nowhere did React2Media disclose that it would use the information consumers

provided to misrepresent that those consumers had agreed to participate in an advocacy campaign.

33. In addition, a React2Media consumer-facing privacy policy stated that the company “will not rent, sell or share any personal information we gather from you to third parties except as indicated below or to provide information regarding the products or services you have requested.” (emphasis added). None of the uses enumerated below that statement included the sale or sharing of consumer information for use in signing advocacy messages to be submitted to the government to sway public policy.

Respondent’s Violations

34. Respondent’s conduct violated, *inter alia*, Executive Law § 63(12), which authorizes the NYAG to pursue repeated fraudulent or illegal acts, and GBL §§ 349 and 350, which prohibit deceptive acts and practices and false advertising.

35. Respondent neither admits nor denies NYAG’s Findings, paragraphs 1-34 above.

36. Respondent represented to NYAG that it filed a certificate of dissolution in December 2020.

37. Respondent submitted a Statement of Financial Condition, dated January 21, 2021, and supporting materials to NYAG documenting and certifying under penalty of perjury its reduced financial circumstances.

38. NYAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, NYAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12), GBL §§ 349 and 350.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

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

a. “Advocacy Campaign” shall mean services that Respondent was engaged to provide concerning the solicitation and collection of Advocacy Campaign Consent from a consumer.

b. “Advocacy Campaign Consent” shall mean a person’s affirmative act, such as a click of a button or a checking of a checkbox, giving unambiguous assent to having an Advocacy Message attributed to him or her.

c. “Advocacy Campaign Sponsor” shall mean any Individual or Entity that engages, or on whose behalf Respondent is engaged, in connection with an Advocacy Campaign.

d. “Advocacy Lead Information” for a consumer shall mean any information from or about a consumer that Respondent obtains for, or is engaged to provide to, a third party in an Advocacy Campaign.

e. “Advocacy Message” shall mean any letter, email, text message, note, petition, image, chart, summary, or other memorialization of information, whether memorialized in writing, audio or video recording, or any other medium, that is intended to be transferred or disclosed to a Government Entity or Official and explicitly or implicitly expresses any opinion.

f. “Clear(ly) and Conspicuous(ly)” shall mean 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:

i. 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 (“Triggering Representation”) is made through only one means.

ii. 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.

iii. 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.

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

v. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the Triggering Representation appears.

vi. The disclosure must not be contradicted or mitigated by, or inconsistent with, any other representation(s).

vii. The disclosure must not be combined with other marketing or promotional text or information that is unrelated or immaterial to the subject matter of the disclosure or not legally required.

g. “Close Proximity” shall mean that the disclosure is next to the Triggering Representation. A disclosure made through a hyperlink, pop-up, interstitial, or other similar technique is not in Close Proximity to the Triggering Representation.

h. “Government Entity or Official” shall mean any: (i) agency, instrumentality, subdivision or other body of any national, regional, local or other government; (ii) commercial or similar entities owned or controlled by such government, including any state-owned and state-operated companies; (iii) public international organization; and (iv) any official, member, or employee of the foregoing acting in his or her official capacity, or any candidate or nominee to serve thereat.

i. “Personal Information” shall mean information from or about an individual consumer, including, but not limited to: (1) first and last name; (2) a home or other physical address, including street name and name of city or town; (3) an e-mail address or other online contact information, such as an instant messaging user identifier or a screen name; (4) a telephone number; (5) a Social Security number; (6) a driver’s license or other government-issued identification number; (7) a financial institution account number; (8) credit or debit card information; (9) precise geolocation data of an individual or mobile device, including but not limited to GPS-based, Wi-Fi-based, or cell-based location information; (10) an authentication credential, such as a username and password; (11) a persistent identifier, such as a customer number held in a cookie, a MAC address, a mobile device ID, or an internet browser ID; or (12) an Internet Protocol (“IP”) address.

j. “Third-Party Vendor” means any person or entity that a Respondent uses to collect or assist in collecting Advocacy Campaign Consent from a consumer.

k. “Fourth-Party Vendor” means any person or entity that a Third-Party Vendor has used to collect or assist in collecting Advocacy Campaign Consent from a consumer.

40. Respondent shall comply with Executive Law § 63(12), and GBL §§ 349 and 350 in connection with the solicitation and collection of Advocacy Campaign Consent.

41. Advocacy Campaign Consent shall only be obtained through solicitation that:

a. is found on a webpage, or single screen displayed in a computer application or other electronic interface, that does not contain any solicitations or offers other than the solicitation for Advocacy Campaign Consent;

b. Clearly and Conspicuously discloses the sponsor of the Advocacy Campaign, the intended recipient of the Advocacy Message, and the means by which the Advocacy Message would be submitted, as follows: “[Advocacy Campaign Sponsor] would like your consent to send [submission type, such as “a public comment” or “an email”] on your behalf to [full name of Government Entity or Official]”;

c. Clearly and Conspicuously discloses the full text of the Advocacy Message for which Advocacy Campaign Consent is being solicited;

d. requires the user to enter in his or her email address into a field in Close Proximity to the mechanism to obtain Advocacy Campaign Consent, even if such email address was previously obtained; and

e. Clearly and Conspicuously discloses, in Close Proximity to the mechanism for obtaining Advocacy Campaign Consent, the following statement: “I consent to having this message sent to [Government Authority or Official] identifying me as the author or signer, using my full name and other contact information.”

42. Respondent shall not provide services to an Advocacy Campaign Client related to an Advocacy Campaign without first entering into a written agreement with the Advocacy Campaign Client requiring that the Advocacy Message contain the following: “This message was submitted on behalf of [Individual’s Name] by [Third-Party Sponsor]. [Third-Party Vendor or Fourth-Party Vendor] obtained consent from [Individual’s Name] for the submission of this message.”

43. Each Respondent, or Third-Party Vendor or Fourth-Party Vendor if such Vendor solicited Advocacy Campaign Consent, shall send a confirmation email message to each consumer that has provided Advocacy Campaign Consent within twenty-four (24) hours of the consumer having provided such Advocacy Campaign Consent. The email subject line shall state only “Confirmation of Your Message to [Government Entity or Official].” The body of the email shall Clearly and Conspicuously: (a) state at the top of the body section, “This email confirms that you have given your consent to have the following message sent to [Government Entity or Official] identifying you as the author or signer, using your full name and other contact information, as shown below.”; (b) display below the prior statement the full text of the Advocacy Message; and (c) state below the prior text, “If you did not agree to have this message sent on your behalf, click here to report abuse” with a link to a webpage or email address that will collect and provide notice to, or Third-Party Vendor or Fourth-Party Vendor if such Vendor solicited Advocacy Campaign Consent, of the user’s report of abuse.

44. Each Respondent shall use reasonable measures designed to ensure that any Third-Party Vendor or Fourth-Party Vendor that solicits or obtains Advocacy Campaign Consent on behalf of Respondent does so consistent with the requirements of paragraphs 41 and 43. These measures shall include, at a minimum, that the Respondent enter into a written contract

with each Third-Party Vendor that mandates that the Third-Party Vendor:

- a. solicit and obtain Advocacy Campaign Consent in accordance with the requirements of paragraph 41;
- b. require any Fourth-Party Vendor that solicits and obtains Advocacy Campaign Consent to do so in accordance with the requirements of paragraphs 41 and 43;
- c. provide to Respondent, before any Advocacy Campaign Consent is solicited by the Third-Party Vendor or Fourth-Party Vendor, a mock-up or mock-ups depicting each version of the solicitation that will be used, including all disclosures, text, and images;
- d. obtain Respondent's written approval for use of the mock-up or mock-ups prior to their use;
- e. provide to Respondent an unaltered image (such as a screenshot) or images depicting all of the solicitations for Advocacy Campaign Consent used by the Third-Party Vendor or Fourth-Party Vendor, including all disclosures, text, and images, within a reasonable amount of time after use for a given campaign; and
- f. obtain and provide to Respondent, for each Advocacy Campaign Consent:
 - i. the date and time that the consumer provided the Advocacy Campaign Consent;
 - ii. the IP address and/or device identifier in use by the consumer when providing such Advocacy Campaign Consent;
 - iii. the date and time each item of Advocacy Lead Information was obtained from the consumer (including Personal Information obtained prior to the Advocacy Campaign);

iv. the IP address and/or device identifier of each item of Advocacy Lead Information was obtained from the consumer (including Personal Information obtained prior to the Advocacy Campaign);

v. the web address or other location information of the solicitation through which the Advocacy Campaign Consent was obtained; and

vi. the name and contact information of the Fourth-Party Vendor, if any, that solicited and obtained the Advocacy Campaign Consent and each item of Advocacy Lead Information.

45. Each Respondent shall verify that each Third-Party Vendor and Fourth-Party Vendor that solicits or obtains Advocacy Campaign Consent in an Advocacy Campaign does so consistent with the requirements of paragraphs 41 and 43, including at a minimum:

a. review of all mock-ups provided by the Third-Party Vendor or Fourth-Party Vendor in advance of the Advocacy Campaign;

b. review of all live versions of the solicitation for Advocacy Campaign Consent to confirm it is consistent with all mock-ups;

c. regular review of materials provided by the Third-Party Vendor or Fourth-Party Vendor as required in subparagraphs 44.f; and

d. investigate all consumer complaints it receives concerning an Advocacy Campaign.

46. Respondent shall designate an officer to receive and investigate all reports concerning a failure to obtain Advocacy Campaign Consent and any other consumer complaints concerning an Advocacy Campaign.

47. Respondent shall not represent, expressly or by implication, that a consumer has

provided Advocacy Campaign Consent unless it was obtained in a manner consistent with the requirements of paragraph 41.

48. Respondent shall not misrepresent, expressly or by implication, any aspect of an Advocacy Campaign, including the actions taken or consent given by a consumer, the date and time when a consumer took such actions or gave such consent, the information solicited or obtained from a consumer, and the circumstances and manner in which consent or information was solicited or obtained from a consumer.

49. Respondent shall not transfer or disclose to a third party Advocacy Lead Information without transferring or disclosing the date and time each item of Advocacy Lead Information was obtained from the consumer.

50. Respondent shall not transfer or disclose to a third party Advocacy Lead Information solicited and obtained by a Third-Party Vendor or Fourth-Party Vendor unless the Third-Party Vendor complied with the contractual requirements in paragraph 44.

51. Each Respondent shall create and retain for a period of no less than six (6) years from the conclusion of a campaign, begun after the effective date of this Assurance, the following records:

- a. the following data for each Advocacy Campaign Consent obtained by Respondent or by a Third-Party Vendor or Fourth-Party Vendor:
 - i. the date and time that the consumer provided the Advocacy Campaign Consent;
 - ii. the IP address and/or device identifier in use by the consumer when providing such Advocacy Campaign Consent and, where different, each item of Advocacy Lead Information (such as where Personal Information was

obtained before the Advocacy Campaign);

iii. the date and time each item of Advocacy Lead Information was obtained from the consumer (such as Personal Information that was obtained before the Advocacy Campaign);

iv. the web address or other location information of the solicitation through which the Advocacy Campaign Consent was obtained; and

v. the name and contact information of the Fourth-Party Vendor, if any, that solicited and obtained the Advocacy Campaign Consent and, where different, each item of Advocacy Lead Information.

b. copies of each version of a solicitation used, by Respondent or by a Third-Party Vendor or Fourth-Party Vendor, to obtain Advocacy Campaign Consent, including for each such solicitation copies of all disclosures required in paragraphs 41 and 43 as they were displayed to consumers (such as screenshots or archived webpages);

c. records of Respondent's review and/or approval of all solicitations used to obtain Advocacy Campaign Consent for compliance with the requirements in paragraphs 41 and 43;

d. records of each confirmation email message sent as required in paragraphs 41 and 43, including the email recipient, the date and time the email was sent, and whether the email message was delivered to the recipient, and records of all complaints/reports of abuse by consumers in response thereto; and

e. all records necessary to demonstrate full compliance with each provision of this Assurance, including all submissions to NYAG.

52. Respondent shall pay to the State of New York \$550,000 in penalties and

disgorgement (the “Monetary Relief Amount”) as follows:

- a. a first payment of \$80,000 shall be paid in full within fourteen (14) days of the effective date of this Assurance;
- b. a second payment of \$35,000 shall be paid in full within one hundred eighty (180) days of the effective date of this Assurance;
- c. \$435,000 shall be suspended; provided however, that the suspended amount will be immediately due and payable if the NYAG finds that Respondent has materially misstated its financial condition in the Statement of Financial Condition, dated January 21, 2021, and supporting materials, that Respondent provided to NYAG.

53. Payments shall be made by wire transfer in accordance with instructions provided by a NYAG representative.

54. Respondent shall fully and promptly cooperate with NYAG in the course of NYAG's investigation of individuals or entities involved in the solicitation, collection, use, sale, offering for sale, transfer, and/or submission of Advocacy Campaign Consent or Advocacy Lead Information that Respondent has obtained for or was engaged to provide to a third party. Such cooperation shall include but not be limited to: providing truthful written or verbal testimony including through in-person appearance at depositions or trial in New York State; providing additional documents and other physical evidence within ten (10) days of NYAG's request; and complying with any future directives or requests of NYAG.

55. Respondent shall provide NYAG with a certification affirming their compliance with the requirements set forth in this Assurance, paragraphs 41-51, to be submitted to NYAG within sixty (60) days of the effective date of this Assurance. This certification shall be in writing and be signed by the Chief Executive Officer of Respondent React2Media, or such other

officer (regardless of title) that is designated in Respondent React2Media's bylaws or by resolution of the Board of Directors as having the duties of the principal executive officer of Respondent. Thereafter, a certification of compliance shall be submitted to NYAG on an annual basis for the following ten (10) years. In any case where the circumstances warrant, NYAG may require Respondent to file an interim certification of compliance upon thirty (30) days notice.

56. Respondent shall deliver a copy of this Assurance to (a) all current and future principals, officers, directors, and managers of Respondent React2Media; (b) all current and future employees, agents, and representatives having supervisory responsibilities relating to the subject matter of this Assurance; and (c) any business entity resulting from any change in structure. Respondent shall deliver this order to the personnel identified above within thirty (30) days.

Miscellaneous

57. Respondent expressly agrees and acknowledges that NYAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 64, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;
- b. the NYAG may use statements, documents or other materials produced or provided by Respondent prior to or after the effective date of this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondent irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.

d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

58. If a court of competent jurisdiction determines that Respondent has violated the Assurance, Respondent shall pay to the NYAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

59. This Assurance is not intended for use by any third party in any other proceeding.

60. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Respondent. Respondent shall include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of NYAG.

61. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

62. Any failure by the NYAG to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the NYAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by Respondent.

63. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 21-026, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic

mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to Respondent, to:

React2Media, Inc.
ATTN: Barry Kallander
PO Box 729
Bolton, MA 01740

If to NYAG, to:

Noah Stein, Assistant Attorney General, or in his/her absence, to the person holding the title of Bureau Chief
Bureau of Internet & Technology
28 Liberty Street
New York, NY 10005

64. NYAG has agreed to the terms of this Assurance based on, among other things, the representations made to NYAG by Respondent and its counsel and NYAG's own factual investigation as set forth in Findings, paragraphs 1-34 above. Respondent represents and warrants that neither it nor its counsel has made any material representations to NYAG that are inaccurate or misleading, including but not limited to in the Statement of Financial Condition, dated January 21, 2021, and supporting materials, that Respondent provided to NYAG. If any material representations by Respondent or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by NYAG in its sole discretion.

65. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondent in agreeing to this Assurance.

66. Respondent represents and warrants, through the signature below, that the terms and conditions of this Assurance are duly approved. Respondent further represents and warrants that Barry Kallander as the signatory to this Assurance, is a duly authorized officer acting at the

direction of the Board of Directors of REACT2MEDIA, INC., d/b/a CLICKPERKS, d/b/a REACT2MEDIA LLC, d/b/a REGREACT.

67. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondent's obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondent of other obligations imposed by any applicable state or federal law or regulation or other applicable law. Respondent's obligations under this Assurance shall terminate upon final dissolution of React2Media, Inc., as provided by Section 278 of the Delaware General Corporation Law, Subchapter X, Sale of Assets, Dissolution and Winding Up, 8 Del. C. § 278; however, such early termination shall not apply to any successor, assignee, or transferee of Respondent.

68. Respondent agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis. Nothing in this paragraph affects Respondent's right to take legal or factual positions in defense of litigation or other legal proceedings to which the NYAG is not a party.

69. Nothing contained herein shall be construed to limit the remedies available to NYAG in the event that Respondent violates the Assurance after its effective date.

70. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

71. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of NYAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

72. Respondent acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

73. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

74. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

75. This Assurance may be executed in multiple counterparts by the Parties hereto. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

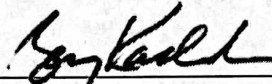
76. The effective date of this Assurance shall be ^{May}~~April~~ 6, 2021.

LETITIA JAMES
ATTORNEY GENERAL OF THE
STATE OF NEW YORK

REACT2MEDIA, INC., d/b/a
CLICKPERKS, d/b/a REACT2MEDIA
LLC, d/b/a REGREACT



By: Noah Stein
Assistant Attorney General
Bureau of Internet and Technology
Office of the New York State
Attorney General
28 Liberty St.
New York, NY 10005
Phone: (212) 416-8770
Fax: (212) 416-8369



By: Barry Kallander

April 21, 2021
Date

5/6/21
Date