

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

**COMMISSIONERS:**        **Lina M. Khan, Chair**  
                                  **Noah Joshua Phillips**  
                                  **Rebecca Kelly Slaughter**  
                                  **Christine S. Wilson**

**In the Matter of**

**DUN & BRADSTREET, INC., a corporation,  
d/b/a D&B.**

**DECISION AND ORDER**

**DOCKET NO. C-4761**

**DECISION**

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

Respondent and BCP thereafter executed an Agreement Containing Consent Order (“Consent Agreement”). The Consent Agreement includes: 1) statements by Respondent that, only for purposes of this action, it admits the facts necessary to establish jurisdiction; and 2) waivers and other provisions as required by the Commission’s Rules.

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

## Findings

1. The Respondent is Dun & Bradstreet, Inc., also doing business as D&B, a Delaware corporation with its principal office or place of business at 101 John F. Kennedy Parkway, Short Hills, NJ 07078.
2. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondent, and the proceeding is in the public interest.

## ORDER

### Definitions

For purposes of this Order, the following definitions apply:

- A. **"Billing Information"** means any data that enables any person to access a customer's account, such as a credit card, checking, savings, share or similar account, or debit card.
- B. **"Business"** means any business or other entity, including nonprofits, cities, counties, municipalities, and other governmental entities.
- C. **"Charge," "Charged," or "Charging"** means any attempt to collect money or other consideration from a consumer, including causing Billing Information to be submitted for payment, including against the consumer's credit card, debit card, bank account, telephone bill, or other account.
- D. **"Clearly and Conspicuously"** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:
  1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure ("triggering representation") is made through only one means.
  2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
  3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.

4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
  5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the triggering representation appears.
  6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
  7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
  8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, "ordinary consumers" includes reasonable members of that group.
- E. "**Covered Product**" means all CreditBuilder Line Products, either sold alone or with other products or services as part of a combined or bundled package; any product or service that includes an option to submit or add the names of or information about a Business's vendors, suppliers, or other entities to that Business's own credit report or credit file; and any product or service that Respondent markets to Businesses as being designed to allow a Business to monitor its own credit report, including CreditMonitor.
- F. "**CreditBuilder 2018**" means the CreditBuilder "basic" product in the form that Respondent began offering in January 2018 and includes subscriptions with an initial purchase date (prior to any renewals) from January 1, 2018 through April 30, 2020.
- G. "**CreditMonitor Substitute Product**" means a CreditBuilder Line Product to which Respondent migrated Businesses that had purchased CreditMonitor, during a period when Respondent temporarily stopped offering CreditMonitor, and any subsequent CreditBuilder Line Product to which Respondent migrated any such Business.
- H. "**CreditBuilder Line Product**" means CreditBuilder, CreditBuilder Basic, CreditBuilder Plus, CreditBuilder Premium, Credit Essentials, and Credit Essentials Plus, as well as any predecessor to, successor to, or variant of any of these products; and includes CreditBuilder 2018 as defined above.
- I. "**Current Customer**" includes Businesses that are customers of Respondent as of the date of the entry of this Order, and does not include a Business that first purchased a product after the date of the entry of this Order. When specifically stated in this Order, Current Customer may be further limited to exclude a Business that first purchased a product on or after May 1, 2020.
- J. "**Negative Option Feature**" means, in an offer or agreement to sell or provide any product or service, a provision under which the consumer's silence or failure to take

affirmative action to reject a product or service or to cancel the agreement is interpreted by the seller or provider as acceptance of the offer.

- K. **“Pro Rata Result”** means the dollar figure resulting from applying discount adjustments and term adjustments to the figure of \$399 for Refund Customers who are Current Customers, and to the figure of \$480 for Refund Customers who are former customers. For a Relevant Subscription Term during which a customer paid a discounted price, the discount adjustment shall be a multiplier equal to the price paid divided by the list price (e.g., if a customer paid \$800 for a product listed at \$1,000, the discount adjustment multiplier is .8). For a Relevant Subscription Term that is less than a one-year term, the term adjustment shall be a multiplier equal to the length of the Relevant Subscription Term divided by one year (e.g., if the Relevant Subscription Term is three months, the term adjustment multiplier is .25). The effects of the adjustment multipliers shall be cumulative (multiplied by each other) if a customer paid a discounted price for a Relevant Subscription Term of less than one year.
- L. **“Relevant Subscription Term”** means the Business’s current or most recent CreditBuilder Line Product subscription term.
- M. **“Respondent”** means Dun & Bradstreet, Inc., a corporation, doing business as D&B (“D&B”), and its successors and assigns.
- N. **“Trade Reference”** means a source, including a vendor, supplier, or other entity, that supplies Respondent (or that a Business represents could supply Respondent) with commercial payment information about a Business.
- O. **“Trade Reference Acceptance Percentage”** means the aggregate calculation of the number of all Businesses’ submissions of payment experiences from Trade References that have been added to Businesses’ own credit reports or credit files through the operation of any CreditBuilder Line Product, divided by the number of all Businesses’ attempted submissions of payment experiences from Trade References to be added to Businesses’ own credit reports through any CreditBuilder Line Product, expressed as a percentage. The divisor of this calculation shall not be reduced for multiple attempted submissions by a Business of a single Trade Reference or a single payment experience, nor shall the divisor be reduced for any attempted submissions that Respondent has automatically rejected for any reason.

## **Provisions**

### **I. Prohibited Misrepresentations**

**IT IS ORDERED** that Respondent, and Respondent’s officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, promotion, offering for sale, or sale of, or the Charging for, any product, must not misrepresent, expressly or by implication:

- A. that using any product is likely to allow a Business to have its previously unreported commercial payment experiences added to the Business's credit report;
- B. that Respondent will actively assist a Business in adding unreported commercial payment experiences to the Business's credit report;
- C. that using any product is likely to help build and/or improve a Business's credit report;
- D. the ease with which information or payment experiences can be added to or will be included on a Business's credit report;
- E. that Respondent will accept identified vendors, suppliers, or other entities as Trade References (whether identified by the Business or by Respondent's agents or employees), including specifically identified entities, entities comparable to specifically identified entities, or specific types or categories of entities;
- F. that any product is needed for Respondent to initiate or conduct a background check on a Business, or to otherwise activate or establish the Business's credit report or credit file;
- G. that any product will provide a Business with a complete credit report or credit file including a full set of scores and ratings;
- H. that any product with a Negative Option Feature will be Charged at that product's list price at the time of renewal;
- I. an obligation on the part of a Business to affirmatively act in order to avoid Charges, including where a Charge will be assessed pursuant to the offer unless the consumer takes affirmative steps to prevent or stop such a Charge;
- J. that Respondent is collecting payment for or is renewing the same product that the Business purchased the prior term; or
- K. any other material fact about the price or features of any product, or concerning a Business's ability to have, monitor, maintain, build, or improve its own credit report or credit file.

## **II. Prohibitions Regarding Negative Option Feature**

**IT IS FURTHER ORDERED** that Respondent, and Respondent's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, are prohibited from using a Negative Option Feature:

- A. To renew an existing agreement with or Charge a Current Customer for (1) a CreditBuilder 2018 product or (2) a CreditMonitor Substitute Product, unless Respondent

receives the express consent of the customer to renew the product, and has complied with the Notification required by Section VII below.

- B. To renew an agreement with or Charge a Business for any Covered Product when Respondent has increased the list price of the product, unless Respondent first provides the Business with notice of such increase before the agreement is scheduled to renew, and gives the Business at least 30 days after such notice to cancel and avoid being Charged for the product.
1. Notice shall be provided by email. If Respondent does not have a working email for the Business, or if the emailed notice is returned as undeliverable, notice shall be provided by United States Postal Service, first class mail, postage pre-paid. If Respondent sends notice by United States Postal Service, Respondent must give the Business at least 30 days from the date of mailing to cancel and avoid being Charged for the product. If Respondent does not have a mailing address for the Business, or if a notice sent by United States Postal Service is returned as undeliverable, Respondent must receive the express consent of the Business before renewing the product at the increased price.
  2. The notice shall include the product's list price for the current term, the product's new list price, instructions on the procedure to cancel if the Business does not want to renew (as set forth in this Part B.3 below), and the deadline by which the Business must affirmatively act to avoid being Charged. The subject line of the email, and the front of the envelope for notice by United States Postal Service, shall read, without any additional language, "Price Increase Affecting Your Dun & Bradstreet [X] Product." Respondent shall insert the name of the specific Covered Product at issue where indicated by [X]. *Provided, however*, that if Respondent has increased the list price of the product but Respondent is providing the Business with a discount so that the Business will not pay any of the price increase, the notice shall also include the price that Respondent will Charge the Business, and the subject line of the email and the front of the envelope for notice by United States Postal Service shall read, without any additional language, "Price Information About Your Dun & Bradstreet [X] Product."
  3. Respondent shall provide a simple mechanism that the Business can easily use to cancel the product and avoid being Charged, including a telephone number and web form. Respondent must assure that all calls to this telephone number are answered during normal business hours. Respondent shall provide the telephone number and a link to the web form in the notice, and shall post it to an easily accessible location on the Internet.
- C. To renew an agreement with or Charge a Business for any Covered Product a Business purchased when Respondent has materially changed the product's feature or features in a manner that limits, reduces, or eliminates such feature or features.

- D. To substitute a different product for the Covered Product a Business purchased, provided that, this Part D does not apply and Parts B and C of this Section apply instead if:
1. Respondent renames or rebrands the Covered Product that the Business purchased, or
  2. Respondent eliminates and ceases to offer the Covered Product a Business purchased (the “Eliminated Product”), under the following conditions:
    - a. The list price of the substitute product is no higher than the list price of the Eliminated Product. For purposes of the calculation required by this condition, Respondent may not consider any introductory or discounted pricing of the substitute product.
    - b. The substitute product has every material feature of the Eliminated Product, and none of those features are limited or reduced in comparison to the Eliminated Product. Respondent may not use a combination of substitute products to meet this condition.
    - c. Respondent (i) provides the Business with prompt notice of such product substitution, and (ii) gives the Business at least 30 days after such notice to cancel and avoid being Charged for the substitute product. The notice shall be provided in the same manner as set forth in Part B.1. of this Section. If Respondent is required to send notice by United States Postal Service and does not have a mailing address for the Business, or if a notice sent by United States Postal Service is returned as undeliverable, Respondent must receive the express consent of the Business before Charging the Business for a substitute product.
    - d. The required notice shall identify the Eliminated Product and its list price; shall identify the substitute product, its list price and its features; and shall disclose that the Eliminated Product is no longer being offered. The notice shall also provide instructions on the procedure to cancel if the Business does not want to renew (as set forth in Part B.3 above), and the deadline by which the Business must affirmatively act to avoid being Charged. The subject line of the email, and the front of the envelope for notice by United States Postal Service, shall read, without any additional language, “Notice of Substitution of your [name of Eliminated Product] to a Different Product.”
    - e. If, at any time, Respondent reintroduces the Eliminated Product, Respondent shall revert the Business’s subscription back to a subscription to the Eliminated Product. For the first subscription term upon such reversion, Respondent shall charge the Business no more than the lowest of (i) the amount the Business paid for its most recent term of subscription to the Eliminated Product, or (ii) the amount the Business paid for its most recent term of subscription to any Covered Product, or (iii) the list price of the reintroduced Eliminated Product. In the event of such reversion, Respondent

shall provide notice to the Business of the reversion in a manner consistent with the terms of Parts D.2.c and d, above.

- E. For all oral offers for Covered Products, without obtaining express oral confirmation, before obtaining a Business's Billing Information, that the Business understands that the transaction includes a Negative Option Feature, and understands the specific affirmative steps the Business must take to prevent or stop further Charges. For such transactions, Respondent shall maintain for three (3) years from the date of each transaction an unedited voice recording of the entire transaction.

### **III. Required Disclosure: Aggregated Trade Reference Acceptance Percentage**

**IT IS FURTHER ORDERED** that Respondent, and Respondent's officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, promotion, offering for sale, or sale of, or the Charging for, any CreditBuilder Line Product or bundled product that includes a CreditBuilder Line Product, must disclose, Clearly and Conspicuously, before obtaining the Business's Billing Information, the aggregated Trade Reference Acceptance Percentage for the preceding calendar year. Upon the start of a new calendar year, Respondent may continue to disclose the most recently available calendar year's percentage until Respondent has calculated the updated percentage for the preceding calendar year, *provided that* Respondent must begin disclosing the percentage for the preceding calendar year no later than April 1.

### **IV. Required Disclosure: Respondent Does Not Identify Ineligible Trade References And Reasons For Rejection**

**IT IS FURTHER ORDERED** that Respondent, and Respondent's officers, agents, and employees, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the advertising, promotion, offering for sale, or sale of, or the Charging for, any CreditBuilder Line Product or bundled product that includes a CreditBuilder Line Product, must disclose, Clearly and Conspicuously, before obtaining the Business's Billing Information:

- A. that although Respondent maintains lists of named entities that are ineligible to be added as Trade References through CreditBuilder Line Product submissions, Respondent will not disclose in advance of any Trade Reference payment experience submission whether such Trade Reference is ineligible; and
- B. that if Respondent rejects a Trade Reference payment experience submission, Respondent will not identify to the Business the specific reason for rejection of that submission.

*Provided that*, if Respondent changes its practices described in either Part A or Part B of this Section (or both of them), this Section shall require accurate disclosure of the resulting practice or practices.



## V. Unfairness Relief: Dispute Investigation and Resolution

**IT IS FURTHER ORDERED** that Respondent, and Respondent's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, shall, free of charge, provide Businesses with access to information gathered, collected or maintained by Respondent, other than Respondent's proprietary or derived scores, ratings, calculations, summaries, predictions and analyses, that Respondent reports about them, and shall, free of charge, provide such Businesses with reasonable means to dispute the accuracy of such information.

- A. If a Business notifies Respondent directly (by notifying a customer service representative or using an online process provided by Respondent) that it disputes the accuracy of information that Respondent reports about the Business, Respondent shall, free of charge, either delete the information from files gathered, collected, or maintained by Respondent, or conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate. A reasonable reinvestigation must be responsive to the specific allegations, if any, in the Business's dispute.
- B. In conducting a reinvestigation, Respondent shall review and consider all relevant information, including, as applicable, information in Respondent's own files, publicly available information, information Respondent receives from vendors, suppliers or other entities, and information submitted by the disputing Business with respect to such disputed information. Respondent shall have no obligation to resolve disputes among other businesses as to billing or payments.
- C. If a Business notifies Respondent directly (by notifying a customer service representative or using an online process provided by Respondent) that it disputes any information that Respondent reports about the Business's basic identifying information, such as its name, address, or operating status (in business or out of business), Respondent shall complete its investigation within seven (7) business days from the date on which Respondent receives notice of the dispute from the Business. This seven-business-day period may be extended for not more than seven (7) additional business days if Respondent is unable to complete its investigation within seven business days despite reasonable efforts. For disputes about a Business's DUNS number (for instance, incorrect number reported or multiple DUNS assigned to the same Business), the time frames in this Part C shall be extended by seven (7) business days.
- D. If a Business notifies Respondent directly (by notifying a customer service representative or using an online process provided by Respondent) that it disputes any information that Respondent reports based on publicly available information, such as judgments and liens, or on payment experience information:
  1. For any disputed publicly available information, if requested by the Business, Respondent shall promptly identify to the disputing Business the open source

of the information, to the extent reasonably available, if not already provided to the Business;

2. For any disputed payment experience information that Respondent does not remove from the Business's record, if requested by the Business, Respondent shall, to the extent permitted by the source that reported the payment experience information, promptly provide the disputing Business with the name of such source and the date of the payment experience at issue; *provided, however,* that Respondent may include reasonable limits on the number of items that can be disputed at one time;
  3. Respondent shall complete its investigation within fourteen (14) business days from the date on which Respondent receives notice of the dispute from the Business. This fourteen-business-day period may be extended for not more than fourteen (14) additional business days if Respondent is unable to complete its investigation within fourteen (14) business days despite reasonable efforts; and
  4. If Respondent provides the disputing Business with additional details regarding the disputed information pursuant to this Part D, and asks the Business to confirm that it continues to dispute the information in light of the additional details, then (i) Respondent may defer any additional reinvestigation until the Business informs Respondent that it continues to dispute the information, and (ii) the time between when the additional details are provided to the Business and when the Business informs Respondent that it continues to dispute the information shall not be counted in determining the time periods and deadlines set forth in this Part D.
- E. If, after any reinvestigation required by Part C or D of this Section, an item of information is found to be inaccurate, or additionally as to payment experience information, cannot be verified, Respondent shall promptly adjust its records to correct, modify, or delete that item of information to the extent that Respondent has gathered, collected, or maintained that item of information. Respondent shall maintain systems such that: (i) to the extent Respondent's products provide credit reports, scores, or ratings that contain information that updates on a daily basis, the product is designed to display the result of the correction, modification, or deletion of such information within four (4) business days after the investigation is completed; and (ii) to the extent Respondent's products provide credit reports, scores, or ratings that contain information that updates on a periodic basis, the product is designed to display the result of the correction, modification, or deletion of such information no later than Respondent's next periodic issuance of the information or an update to the information.
- F. Following any deletion of payment experience information which is found to be inaccurate or the accuracy of which cannot be verified, Respondent shall furnish notification that the item has been deleted to any entity identified by the affected Business, if (1) the identified entity obtained information from Respondent about the

affected Business within a period beginning 60 days prior to notice of the dispute that resulted in deletion, and (2) the information obtained by the identified entity included or relied on the deleted information.

- G. Respondent shall maintain reasonable procedures designed to prevent the reoccurrence in a Business's credit file and credit reports of errors corrected pursuant to this Section.
- H. If Respondent removes any payment experience information from a Business's credit report pursuant to Part E of this Section, Respondent shall maintain reasonable procedures to prevent the reappearance of such information in the Business's file unless the source of the information confirms that the information is complete and accurate.
- I. Respondent shall provide notice to a disputing Business of the results of a reinvestigation under this Section not later than five (5) business days after the completion of the reinvestigation. Such notice shall include a statement that the reinvestigation is completed and provide the Business with free access to the information as revised as a result of the reinvestigation, other than Respondent's proprietary or derived scores, ratings, calculations, summaries, predictions and analyses, that Respondent reports about them.
- J. Notwithstanding anything to the contrary in this Section V, Respondent's responsibilities set forth in this Section V apply only to Respondent's own records and reports pertaining to a Business. Respondent has no obligation under this Section V to take any action to investigate, correct, modify, or delete information that is collected or maintained about a Business by Respondent's affiliates or partners, provided, however, that if a Business notifies Respondent directly (by notifying a customer service representative or using an online process provided by Respondent) that it disputes the accuracy of any such information, Respondent shall either (i) request that the affiliate or partner investigate the dispute or (ii) provide the Business with information sufficient for the Business to contact the affiliate or partner directly to dispute the accuracy of the information.

## **VI. Refunds to Customers**

**IT IS FURTHER ORDERED** that Respondent shall issue refunds as follows:

- A. Within sixty (60) days after entry of this Order, Respondent shall provide refunds or attempt to provide refunds to all Refund Customers, as defined in this Section, who are not Current Customers, in the manner set forth in this Section. For Current Customers who receive notice pursuant to Parts A and B of Section VII, below, Respondent shall provide refunds or attempt to provide refunds within forty-five (45) days of receiving the Current Customer's notice of cancellation.

- B. Potential Refund Customers include all Current Customers and former customers of CreditBuilder Line Products who:
1. paid for at least one subscription to a CreditBuilder Line Product on or after April 27, 2015;
  2. were CreditBuilder Line Product customers before May 1, 2020;
  3. have not already received a full refund for the customer's Relevant Subscription Term; *and*,
  4. submitted one or more Trade Reference payment experience requests in the Relevant Subscription Term and,
    - i. for Businesses that submitted one or two Trade Reference payment experience requests in the Relevant Subscription Term, did not have all of the experiences accepted, verified, and added to their credit report, or
    - ii. for Businesses that submitted three or more Trade References in the Relevant Subscription Term, had fewer than three separate requested Trade Reference payment experiences accepted, verified, and added to their credit report.
    - iii. The calculation of the number of separate Trade Reference payment experiences accepted, verified, and added shall exclude any Trade Reference that already had an agreement with Respondent to automatically report commercial payment information to Respondent on a regular basis about Businesses, regardless of whether Respondent added payment experiences between that Trade Reference and the customer to the customer's credit report.
- Provided, however,* that if the requirements of VI.B.1-3 are met, the following shall also be Potential Refund Customers if they submitted no Trade Reference payment experience requests in the Relevant Subscription term: (a) CreditBuilder 2018 customers, and (b) Businesses that purchased or were Charged for a CreditMonitor Substitute Product.
- C. Potential Refund Customers, and their current contact information, must be identified to the extent such information is in Respondent's possession, custody or control, including from third parties. Potential Refund Customers include those identified at any time, including after Respondent's execution of the Agreement through the eligibility period, which runs for one (1) year after the issuance date of the Order.
- D. Refund Customers are (i) all Potential Refund Customers who are not Current Customers and (ii) Potential Refund Customers who are Current Customers and who timely cancel

their current CreditBuilder Line Product subscription pursuant to Section VII of this Order.

- E. For Refund Customers who are not Current Customers and who are first identified after Respondent first emails or mails Notices pursuant to Section VII, Respondent shall issue a refund or attempt to issue a refund within forty-five (45) days of their identification.
- F. For Refund Customers who are Current Customers, Respondent shall issue the amount of compensation calculated pursuant to Part G of this Section through a refund applied to the credit card or other method of payment Respondent has on file for the Refund Customer. Respondent shall provide such Current Customers, other than those who paid for a CreditBuilder 2018 product in the Relevant Subscription Term, with access to all functions of Respondent's CreditMonitor product through the end of the Current Customer's Relevant Subscription Term.
- G. For Refund Customers who are not Current Customers or for whom Respondent does not have a valid credit card or other method of payment on file, Respondent shall issue the amount of compensation calculated pursuant to Part H of this Section by sending a check by United States Postal Service, in accordance with the following instructions:
  - 1. For Refund Customers who are not Current Customers, Respondent shall include a letter in the form shown in Attachment D.
  - 2. The envelope containing the letter must be in the form shown in Attachment E.
  - 3. The face of each check must Clearly and Conspicuously state: "Please cash or deposit this check within 180 days or it may no longer be good." Respondent may void any checks that have not been negotiated after 187 days from the date the checks were originally mailed, subject to Part G.5. of this Section.
  - 4. The mailing must not include any other enclosures or marketing information, and shall not in any manner offer any products.
  - 5. The mailing must be sent by first-class mail, postage prepaid, address correction service requested with forwarding and return postage guaranteed. For any mailings returned as undeliverable, Respondent must use standard address search methodologies such as re-checking Respondent's own data and records and the Postal Service's National Change of Address database and re-mailing to the corrected address within fifteen (15) business days. Respondent may void any re-mailed checks that have not been negotiated after 187 days from the date the checks were re-mailed.
- H. The amount of compensation for each Refund Customer who paid for a CreditBuilder Line Product shall be calculated as follows:

1. For Refund Customers who paid for a CreditBuilder 2018 product in the Relevant Subscription Term, the amount of compensation is the total amount the Refund Customer paid Respondent for the Relevant Subscription Term for the CreditBuilder 2018 product.
  2. For Refund Customers who are Current Customers, other than those who paid for a CreditBuilder 2018 product in the Relevant Subscription Term, the amount of compensation for each Refund Customer is the total amount the Refund Customer paid Respondent for the Relevant Subscription Term for the CreditBuilder Line Product reduced by \$399, except that, as applicable, the compensation will instead be reduced by the *Pro Rata* Result.
  3. For Refund Customers who are former customers, other than those who paid for a CreditBuilder 2018 product in the Relevant Subscription Term, the amount of compensation for each Refund Customer is the total amount the Refund Customer paid Respondent for the Relevant Subscription Term for the CreditBuilder Line Product reduced by \$480, except that, as applicable, the compensation will instead be reduced by the *Pro Rata* Result.
  4. If a Refund Customer upgraded or otherwise moved from one CreditBuilder Line Product to another CreditBuilder Line Product during the Relevant Subscription Term and had a portion of a previous payment applied to the upgraded CreditBuilder Line Product subscription, the amount of compensation shall include the amount applied to the more recent subscription.
  5. If a Refund Customer already received a partial refund for its CreditBuilder Line Product in the Relevant Subscription Term, Respondent may reduce the compensation by the amount of the refund already provided. If requested by the Commission pursuant to I.2 below, Respondent must produce any refund records on which it relies to reduce compensation pursuant to this Part.
- I. Respondent must report on this refund program under penalty of perjury:
1. Respondent must submit a report at the conclusion of the program: summarizing its compliance, including the total number of, and dollar amounts for, Refund Customers, refunds made, refund checks mailed, and refund checks negotiated.
  2. If a representative of the Commission requests any information regarding the program, including any of the underlying customer data, Respondent must submit it within ten (10) business days of the request. Upon request by Respondent, this ten-business-day period may be extended for a reasonable number of days by the Commission's requesting representative, and such extension shall not be unreasonably withheld.
  3. Failure to provide required refunds or any requested information will be treated as a continuing failure to obey this Order.

## VII. Notification to Current Customers of Covered Products that Automatically Renew

**IT IS FURTHER ORDERED** that Respondent shall, within sixty (60) days of entry of this Order, provide adequate and timely Notice of this Order by email (if Respondent has an email address for the customer) or United States Postal Service (if Respondent does not have an email address for the customer) to each Current Customer of a Covered Product that Respondent automatically renews, who paid or agreed to pay money to Respondent or Billing Information as a means of paying Respondent.

- A. For Current Customers who are Potential Refund Customers with a subscription to a CreditBuilder 2018 product, the Notice shall provide notice of this Order, information about the automatic renewal schedule or subscription end date of the product, and an opportunity to cancel their CreditBuilder 2018 subscription and receive a refund. The Notice shall be in the exact wording and format set forth in Attachment A. The subject line of the email and letter must read “**Option to cancel your CreditBuilder product and potential refund from Dun & Bradstreet.**” The Notice shall include or enclose (if by mail) only the information described in Part D of this Section, and shall not include any other message, attachment, or enclosure.
- B. For all other Current Customers who are Potential Refund Customers, the Notice shall provide notice of this Order, information about the automatic renewal schedule or subscription end date of their product, and an opportunity to cancel their subscription and receive a partial refund. The Notice shall be in the exact wording and format set forth in Attachment B. The subject line of the email and letter must read “**Option to cancel your CreditBuilder or Credit Essentials product and potential partial refund from Dun & Bradstreet.**” The Notice shall include or enclose (if by mail) only the information described in Part D of this Section, and shall not include any other message, attachment, or enclosure.
- C. For all other Current Customers that have a paid subscription to any Covered Product that automatically renews or would automatically renew absent the application of Section II.A of this Order, the Notice shall provide notice of this Order and information about the automatic renewal schedule or subscription end date of their Covered Product or Products. The Notice shall be in the exact wording and format set forth in Attachment C. The subject line of the email and letter must read “**Notice of lawsuit and information about your Dun & Bradstreet product or products.**” The Notice shall include or enclose (if by mail) only the information described in Part D of this Section, and shall not include any other message, attachment, or enclosure.
- D. The Notice shall include or enclose (if by mail) the following:
  1. a list of all paid subscriptions to Covered Products,
  2. a list of all paid subscriptions to any of Respondent’s other products that the customer has purchased from the same business unit responsible for Covered Products,

3. a brief description (in compliance with Section I of this Order) of each such product,
  4. the price the customer paid for each product in its current term,
  5. the current list price and, if different, renewal price, of each such product,
  6. the date each product is scheduled to automatically renew and, for products covered by Section II. A of this Order, the end date of the product subscription term and a disclosure that such product will not automatically renew, and
  7. a telephone number that the customer can call to obtain a complete list of Respondent's paid products to which the customer subscribes.
- E. Respondent must use reasonable means to attempt to determine whether each Notice sent by email pursuant to this Section was opened by the recipient. If Respondent has no indication that the recipient opened the email within twenty (20) business days after the date Respondent sent it, Respondent shall, within ten (10) additional business days, send the Notice (with enclosure) by United States Postal Service. Any deadline for the recipient to respond to the Notice shall run only from the last date that Respondent sent a Notice to the recipient.
- F. Notices sent by United States Postal Service pursuant to this Section shall be sent first-class mail, postage prepaid, address correction service requested with forwarding and return postage guaranteed. For Notices in the form of Attachment A or Attachment B, the front of the envelope shall read "**Option to cancel your CreditBuilder or Credit Essentials product and potential refund from Dun & Bradstreet.**" For Notices in the form of Attachment C, the front of the envelope shall read "**Notice of lawsuit and information about your Dun & Bradstreet product or products.**" For any mailings returned as undeliverable, Respondent must use standard address search methodologies such as re-checking Respondent's own data and records and the Postal Service's National Change of Address database and re-mail to the corrected address within fifteen (15) business days.
- G. Notwithstanding any other provision of this Order, Respondent shall, within thirty (30) days of a written request, provide the Commission with all records reasonably requested about each customer to whom a Notice is sent pursuant to this Section. In accordance with Section X below, Respondent shall implement systems and procedures designed to maintain all of the following records about each such customer, and in accordance with this Part G, the FTC may request any or all of them for any such customer: name; all known addresses, telephone numbers, and email addresses; whether Respondent has any indication that the customer opened the Notice email (and, if so, the form of such indication); the date or dates that Respondent sent a Notice; whether the customer canceled the CreditBuilder Line Product subscription; and copies of all communications with the customer that are made through the channels identified in the Notice and that



relate to the Notice, including webform submissions, recordings of telephone calls, and recordings of voicemail messages.

### **VIII. Acknowledgments of the Order**

**IT IS FURTHER ORDERED** that Respondent obtain acknowledgments of receipt of this Order:

- A. Respondent, within 10 days after the effective date of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 3 years after the issuance date of this Order, Respondent must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for any Covered Product subject to a Negative Option Feature, and all agents and representatives who participate in the sale of any Covered Product; and (3) any business entity resulting from any change in structure as set forth in the Provision titled Compliance Reports and Notices. Delivery must occur within 10 days after the effective date of this Order for current personnel. For all others, delivery must occur within 10 days of when they assume their responsibilities.
- C. From each individual or entity to which Respondent delivered a copy of this Order, Respondent must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

### **IX. Compliance Reports and Notices**

**IT IS FURTHER ORDERED** that Respondent make timely submissions to the Commission:

- A. One year after the issuance date of this Order, Respondent must submit a compliance report, sworn under penalty of perjury, in which Respondent must: (1) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Respondent; (2) identify all of Respondent's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (3) describe the activities of each business, including the goods and services offered and the means of advertising, marketing, and sales; (4) describe in detail whether and how Respondent is in compliance with each Provision of this Order, including a discussion of all of the changes Respondent made to comply with the Order; and (5) provide a copy of each Acknowledgment of the Order obtained pursuant to this Order, unless previously submitted to the Commission.
- B. For 10 years after the issuance date of this Order, Respondent must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in: (1) any designated point of contact; or (2) the structure of Respondent or any entity that

Respondent has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

- C. Respondent must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against Respondent within 14 days of its filing.
- D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: "I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: " \_\_\_\_\_ " and supplying the date, signatory's full name, title (if applicable), and signature.
- E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: In re Dun & Bradstreet, Inc., [plus the docket number].

#### **X. Recordkeeping**

**IT IS FURTHER ORDERED** that Respondent must create certain records for 10 years after the issuance date of the Order, and retain each such record for 5 years, unless otherwise specified below. Specifically, Respondent must create and retain the following records:

- A. accounting records showing the revenues from the sale of all Covered Products sold, and, to the extent such records are created and maintained in the ordinary course of business, the costs incurred in generating those revenues, and resulting net profit or loss;
- B. personnel records showing, for each person providing services in relation to any aspect of the Order, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. copies or records of all consumer complaints and refund requests for Covered Products made to customer service, whether received directly or indirectly, such as through a third party, and any response;
- D. all records necessary to demonstrate full compliance with each Provision of this Order, including all submissions to the Commission; and
- E. a copy of each unique advertisement or other marketing material for Covered Products making a representation subject to this Order.

## **XI. Compliance Monitoring**

**IT IS FURTHER ORDERED** that, for the purpose of monitoring Respondent's compliance with this Order:

- A. Within 10 days of receipt of a written request from a representative of the Commission, Respondent must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury, and produce records for inspection and copying.
- B. For matters concerning this Order, representatives of the Commission are authorized to communicate directly with Respondent. Respondent must permit representatives of the Commission to interview anyone affiliated with Respondent who has agreed to such an interview. The interviewee may have counsel present.
- C. The Commission may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals or entities, to Respondent or any individual or entity affiliated with Respondent, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

## **XII. Order Effective Dates**

**IT IS FURTHER ORDERED** that this Order is final and effective upon the date of its publication on the Commission's website ([ftc.gov](http://ftc.gov)) as a final order. This Order will terminate 20 years from the date of its issuance (which date may be stated at the end of this Order, near the Commission's seal), or 20 years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying settlement) in federal court alleging any violation of this Order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Provision in this Order that terminates in less than 20 years;
- B. This Order's application to any Respondent that is not named as a defendant in such complaint; and
- C. This Order if such complaint is filed after the Order has terminated pursuant to this Provision.

*Provided, further*, that if such complaint is dismissed or a federal court rules that the Respondent did not violate any Provision of the Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Order will terminate according to this Provision as though the complaint had never been filed, except that the Order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

April J. Tabor  
Secretary

SEAL:  
ISSUED: April 6, 2022