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13 FACEBOOK, INC.

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SAN FRANCISCO DIVISION**

17 FACEBOOK, INC., a Delaware
18 corporation,

19 Plaintiff,

20 v.

21 ONEAUDIENCE LLC,

22 Defendant.

23 CASE NO.: 3:20-cv-01461

24 **COMPLAINT; DEMAND FOR**
25 **JURY TRIAL**

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INTRODUCTION

1
2 1. Beginning no later than September 2019, Defendant OneAudience LLC
3 (“OneAudience”) controlled a software development kit (“SDK”) designed to
4 improperly obtain user data from Facebook, Google, and Twitter (“the malicious
5 SDK”). OneAudience promoted the malicious SDK to third-party application (“app”)
6 developers, who – in exchange for payment from OneAudience – bundled the malicious
7 SDK with other software components within their apps. These apps were distributed
8 online to app users on various app stores, including the Google Play Store, and included
9 shopping, gaming, and utility-type apps. After a user installed one of these apps on
10 their device, the malicious SDK enabled OneAudience to collect information about the
11 user from their device and their Facebook, Google, or Twitter accounts, in instances
12 where the user logged into the app using those accounts. With respect to Facebook,
13 OneAudience used the malicious SDK – without authorization from Facebook – to
14 access and obtain a user’s name, email address, locale (*i.e.* the country that the user
15 logged in from), time zone, Facebook ID, and, in limited instances, gender.

16 2. In November 2019, Facebook took technical and legal enforcement
17 measures against OneAudience, including disabling accounts, sending a cease and
18 desist letter, notifying users, and requesting an audit, pursuant to Facebook Platform
19 Policy 7.9. OneAudience has refused to fully cooperate with Facebook’s audit request,
20 therefore Facebook brings this action to protect its users and hold OneAudience
21 accountable for violations of Facebook’s Terms of Service and Policies, as well as
22 federal and California law.

PARTIES

23
24 3. Facebook is a Delaware corporation with its principal place of business in
25 Menlo Park, San Mateo County, California.

26 4. Defendant OneAudience is a New Jersey company that purports to provide
27 marketing and data analytics solutions. Ex. 1 & 2. OneAudience collected user data in
28 order to provide services to advertisers and other marketing companies. Ex. 2.

1 5. OneAudience has an office located at 222 Bridge Plaza South, Fort Lee,
 2 New Jersey. Ex. 1. Between at least 2017 to 2019, one or more OneAudience
 3 employees created and administered at least one Facebook Page and app on behalf of
 4 OneAudience.

JURISDICTION AND VENUE

5
 6 6. The Court has federal question jurisdiction over the federal causes of
 7 action alleged in this Complaint pursuant to 28 U.S.C. § 1331.

8 7. The Court has supplemental jurisdiction under 28 U.S.C. § 1367 over the
 9 state law causes of action alleged in this Complaint because they arise out of the same
 10 nucleus of operative fact as Facebook’s federal claims.

11 8. In addition, the Court has jurisdiction under 28 U.S.C. § 1332 over all
 12 causes of action alleged in this Complaint because complete diversity exists and the
 13 amount in controversy exceeds \$75,000.

14 9. The Court has personal jurisdiction over OneAudience because it
 15 knowingly directed and targeted its scheme at Facebook, which has its principal place
 16 of business in California. Defendants also used Facebook’s developer and advertising
 17 platforms, and transacted business using Facebook, and otherwise engaged in
 18 commerce in California.

19 10. The Court also has personal jurisdiction over OneAudience because
 20 OneAudience used the Facebook Platform and thereby agreed to Facebook’s Terms of
 21 Service (“TOS”). By agreeing to the TOS, OneAudience, in relevant part, agreed to
 22 submit to the personal jurisdiction of this Court for litigating claims, causes of action,
 23 or disputes with Facebook.

24 11. Venue is proper in this District under 28 U.S.C. § 1391(b) because a
 25 substantial part of the events giving rise to the claims asserted in this lawsuit occurred
 26 here.

27 12. Pursuant to Civil L.R. 3-2(c), this case may be assigned to either the San
 28 Francisco or Oakland division because Facebook is located in San Mateo County.

FACTUAL ALLEGATIONS

A. Background

13. Facebook is a social networking website and mobile application that enables its users to create their own personal profiles and connect with each other on mobile devices and personal computers. As of October 2019, Facebook daily active users averaged 1.62 billion and monthly active users averaged 2.44 billion.

14. Facebook also operates a developer platform referred to as the “Facebook Platform.” This platform enables app developers (“Developers”) to run apps that interact with Facebook and Facebook users.

15. Facebook permits Developers to access and interact with the Facebook Platform, subject to and restricted by Facebook’s TOS and Platform Policies.¹

B. Facebook’s TOS

16. All Facebook users, including Developers and Page administrators, agree to comply with Facebook’s TOS when they create a Facebook account. Everyone who uses Facebook must agree to Facebook’s TOS (available at <https://www.facebook.com/terms.php>), and other rules that govern different types of access to, and use of, Facebook. These other rules include Facebook’s Community Standards (available at <https://www.facebook.com/communitystandards/>), Platform Policies (available at <https://developers.facebook.com/policy/>), and Facebook’s Commercial Terms (available at https://www.facebook.com/legal/commercial_terms).

17. Section 2.3 of the TOS prohibits accessing or collecting data using automated means (without Facebook’s prior permission) or attempting to access data without permission.

¹ Over the years, the “Platform Policies” have been called the “Developer Principles and Policies,” the “Platform Guidelines,” or the “Developer Terms of Service.” For simplicity, this Complaint uses the term “Platform Policies” to refer to these policies.

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1 18. Section 3.2 of the TOS prohibits using Facebook to do anything that
2 “violates these Terms, and other terms and policies,” and that “is unlawful, misleading,
3 discriminatory or fraudulent.”

4 **C. Platform Policies**

5 19. All Developers operating on the Facebook Platform agree to the Platform
6 Policies.

7 20. The Platform Policies impose obligations and restrictions on Developers,
8 including that Developers must obtain consent from the users of their apps before they
9 can access their users’ data on Facebook. The Platform Policies largely restrict
10 Developers from using Facebook data outside of the environment of the app, for any
11 purpose other than enhancing the app users’ experience on the app.

12 21. Through the Policies, Developers agree that Facebook can audit their apps
13 to ensure compliance with the Platform Policies and other Facebook policies. Further,
14 Developers agree to provide proof of such compliance if Facebook so requests.
15 Developers agree to the Platform Policies at the time they first sign up to the Platform,
16 and continue to agree to the Platform Policies as a condition of using the Facebook
17 Platform. Over time, these Platform Policies have imposed substantially the same
18 restrictions on the use and collection of Facebook data.

19 22. The relevant Platform Policies include:

- 20 • “Don’t sell, license, or purchase any data obtained from us or our services.”
21 Facebook Section 2.9.
- 22 • “Don’t directly or indirectly transfer any data that you receive from us
23 (including anonymous, aggregate, or derived data) to any ad network, data
24 broker or other advertising or monetization-related service.” Section 2.10.
- 25 • “[Facebook] or an independent auditor acting on our behalf may audit your
26 app, systems, and records to ensure your use of Platform and data you receive
27 from us is safe and complies with our Terms, and that you've complied with
28 our requests and requests from people who use Facebook to delete user data

1 obtained through our Platform. If requested, you must provide proof that your
2 app complies with our terms.” Section 7.9.

- 3 • “Comply with all applicable laws and regulations.” Section 5.8.

4 **D. OneAudience Agreed to Facebook’s TOS and Platform Policies.**

5 23. OneAudience created two public Facebook Pages—a profile on Facebook
6 used to promote a business or other commercial, political, or charitable organization or
7 endeavor—on or about March 31, 2016 and January 5, 2017. OneAudience also created
8 a Facebook business account on or about July 13, 2016. At all relevant times,
9 OneAudience was a Facebook user that agreed to and was bound by the TOS.

10 24. Between approximately 2017 and 2019, OneAudience’s employees and
11 agents created and operated at least two apps on behalf of OneAudience on the
12 Facebook Platform. OneAudience’s employees and agents accepted and agreed to be
13 bound by the Platform Policies on behalf of OneAudience. These apps did not contain
14 the malicious SDK.

15 **E. The “Facebook Login” Feature.**

16 25. “Facebook Login” is a feature available to Facebook users, which lets them
17 log into third-party mobile and desktop apps using their Facebook login credentials.
18 Facebook Login allows users to customize and optimize their online experiences and to
19 create accounts with third-party apps without having to set multiple usernames and
20 passwords. In turn, these third-party web apps can use the Facebook Login feature for
21 user authentication and to enhance a user’s experience on the app.

22 26. Third-party app developers create independent web-based mobile and
23 desktop apps. In order to use the Facebook Login feature on their apps, third-party apps
24 developers must have a Facebook account and register a developer account with
25 Facebook. In doing so, they must agree to Facebook’s TOS and Platform Policies.

26 27. The Facebook Login feature protects Facebook users’ credentials and
27 information in several ways. First, when users provide their credentials for the purpose
28 of logging into the third-party app using the Facebook Login feature, those credentials

1 are communicated only to Facebook's servers, not to the servers of the app. When a
2 user logs into an app using Facebook Login, the user is assigned a unique identifying
3 digital key or token for the specific app, which authenticates the user to Facebook
4 computers (the digital key). The digital key allowed the user to access the app without
5 having to enter his or her credentials on every occasion and, in turn, allowed the app to
6 access the user's data on Facebook with the user's consent.

7 28. Second, before any user's public Facebook profile information is sent to
8 the app for verification purposes, the user must first provide consent through a custom
9 dialogue box that asks whether the user wants to share the information that the app has
10 requested.

11 **F. OneAudience Used the Malicious SDK to Obtain Facebook User Data**
12 **Without Facebook's Authorization.**

13 29. OneAudience used the malicious SDK in order to access and obtain user
14 data from Facebook, without Facebook's authorization.

15 30. The malicious SDK was programmed to collect the digital key that
16 Facebook assigned exclusively to a third-party app for a single user. OneAudience used
17 the misappropriated digital key to make automated requests for data from Facebook.
18 OneAudience misrepresented the source of those requests as the third-party app
19 authorized to use the digital key. In fact, it was the malicious SDK that made the
20 requests on behalf of OneAudience.

21 31. OneAudience caused the malicious SDK to send requests for the users'
22 name, locale (*i.e.*, the country that the user logged in from), time zone, email address,
23 Facebook ID, and gender. Ex. 3. Facebook's technical restrictions prevented
24 OneAudience from accessing any user data that the user had not authorized the app to
25 obtain. For example, if a user had not authorized the app to access gender information,
26 Facebook computers denied the malicious SDK's request for the app user's gender.

27 32. OneAudience caused the malicious SDK to send unauthorized requests (or
28 API calls) for user data to Facebook computers in approximately 24-hour intervals. In

1 instances where the malicious SDK was able to fraudulently obtain Facebook data, it
2 was programmed to send that data to a remote server controlled by OneAudience using
3 the domain api.oneaudience.com/api/devices. Ex. 4 & 5.

4 33. OneAudience also caused the malicious SDK to collect data from the
5 user's device. The collection of that information was unrelated to Facebook.
6 OneAudience collected call logs, cell tower and other location information, contacts,
7 browser information, email, and information about apps installed on the device. Ex. 6
8 – 11.

9 34. On information and belief, OneAudience compiled the data they harvested
10 from the user's device and Facebook (and other services) in order to provide marketing
11 services to their customers.

12 35. On its website, OneAudience falsely represented that OneAudience and its
13 parent company, Bridge Company, were partners with Facebook. OneAudience's
14 website also falsely represented that it was "committed to the transparency of [their]
15 mobile driven audiences and relationships" and sourced "data responsibly." In fact,
16 OneAudience did not obtain data through any partnerships with Facebook and instead
17 obtained data through the malicious SDK.

18 **G. Facebook's Enforcement and Request for an Audit Pursuant to the**
19 **Platform Policies.**

20 36. In November 2019, Facebook took technical and legal enforcement
21 measures against OneAudience, including disabling apps, sending a cease and desist
22 letter, notifying users, and requesting an audit, pursuant to Facebook Platform Policy
23 7.9.

24 37. On or about November 21, 2019, Facebook sent OneAudience a cease and
25 desist letter ("C&D"). The C&D letter informed OneAudience that it had violated
26 Facebook's TOS and Platform Policies, including selling data obtained from Facebook
27 and accessing and collecting information in unauthorized ways, including collecting
28 information in an automated way without Facebook's express permission.

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1 38. Among other things, the C&D letter demanded that OneAudience:
2 a. Provide a full accounting of any Facebook user data in their possession;
3 b. Identify all of the apps that had installed the malicious SDK;
4 c. Provide a copy of the software code used to interact with Facebook; and
5 d. Delete and destroy all Facebook user data and provide evidence and
6 documentation verifying that this had taken place.

7 39. Between November 26, 2019, to January 31, 2020, OneAudience provided
8 limited responses to Facebook’s requests for information, but maintained that it would
9 comply with the requests for information and request for an audit on an ongoing basis.

10 40. In its correspondence, OneAudience also represented that it had
11 “inadvertently” engaged in unauthorized API call activity to acquire data from
12 Facebook. OneAudience claimed that the malicious SDK had been developed by a
13 company called AppJolt, which did not disclose the existence or functionality of the
14 malicious SDK to OneAudience. This claim is inconsistent with publicly available
15 information about AppJolt and OneAudience. Specifically, AppJolt was acquired by
16 OneAudience’s parent company, Bridge Marketing, and the founder of AppJolt became
17 the founder of OneAudience. OneAudience had access to the malicious SDK and its
18 developer since at least 2016.

19 41. OneAudience further claimed that the data collected by the malicious
20 SDK had been deleted on a regular basis from OneAudience’s data systems (even
21 though it had been purportedly collected without OneAudience’s knowledge).

22 42. On January 23, 2020, Facebook requested a telephone interview with
23 relevant OneAudience employees to verify OneAudience’s representations. On or about
24 January 31, 2020, OneAudience refused Facebook’s request for an interview.

25 **H. OneAudience’s Unlawful Acts Have Caused Facebook Substantial Harm.**

26 43. OneAudience’s breaches of Facebook’s Terms and Policies and other
27 misconduct described above have harmed Facebook, including by negatively impacting
28 Facebook’s service.

1 44. OneAudience’s misconduct has caused Facebook to spend resources
2 investigating and redressing OneAudience’s wrongful conduct. Facebook has suffered
3 damages attributable to the efforts and resources it has used to investigate, address, and
4 mitigate the matters set forth in this Complaint.

5 45. OneAudience has been unjustly enriched by its activities at the expense of
6 Facebook.

7 **FIRST CAUSE OF ACTION**

8 (Breach of Contract)

9 46. Facebook incorporates all other paragraphs as if fully set forth herein.

10 47. OneAudience agreed and became bound by Facebook’s TOS and Platform
11 Policies when it created various Facebook Pages and apps.

12 48. OneAudience breached these agreements with Facebook by taking the
13 actions described above in violation of TOS 2.3, 3.2 and Platform Policies 2.9, 2.10, 5.8
14 and 7.9.

15 49. Facebook has performed all conditions, covenants, and promises required
16 of it in accordance with its agreements with OneAudience.

17 50. OneAudience’s breaches have caused Facebook to incur damages,
18 including the expenditure of resources to investigate and respond to OneAudience’s
19 fraudulent scheme and unauthorized access.

20 **SECOND CAUSE OF ACTION**

21 (Violations of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *et seq.*)

22 51. Facebook incorporates all other paragraphs as if fully set forth herein.

23 52. Facebook’s computer network is comprised of protected computers
24 involved in interstate and foreign commerce and communication as defined by 18
25 U.S.C. § 1030(e)(2).

26 53. OneAudience knowingly and with intent to defraud, accessed Facebook’s
27 computer network without Facebook’s authorization. Namely, OneAudience used the
28 malicious SDK to infect the app users’ devices and obtain a digital key, without

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1 Facebook's authorization, to make API calls to Facebook protected computers while
2 purporting to be a third-party app.

3 54. OneAudience violated 18 U.S.C. § 1030(a)(2) because it intentionally
4 accessed and caused to be accessed Facebook protected computers improperly using
5 misappropriated digital keys.

6 55. In violation of 18 U.S.C. § 1030(a)(4), OneAudience knowingly and with
7 intent to defraud accessed Facebook's protected computers, by sending unauthorized
8 commands, namely, API calls with stolen digital keys. These API calls purported to
9 originate from third-party apps, but in fact originated from OneAudience's malicious
10 SDK. These commands were directed to Facebook's computer network for the purpose
11 of obtaining data from Facebook without authorization and furthering OneAudience's
12 data harvesting scheme, and obtaining anything of value, including revenue, customers,
13 and user data.

14 56. OneAudience's conduct has caused a loss to Facebook during a one-year
15 period in excess of \$5,000.

16 57. OneAudience's actions caused Facebook to incur losses and other
17 economic damages, including the expenditure of resources to investigate and respond
18 to OneAudience's fraudulent scheme and unauthorized access.

19 58. Facebook suffered damages as a result of these violations.

20 **THIRD CAUSE OF ACTION**

21 (California Penal Code § 502)

22 59. Facebook incorporates all other paragraphs as if fully set forth herein.

23 60. OneAudience knowingly accessed and without permission otherwise used
24 Facebook's data, computers, computer system, and computer network in order to (A)
25 devise or execute any scheme or artifice to defraud and deceive, and (B) to wrongfully
26 control or obtain money, property, or data, in violation of California Penal Code §
27 502(c)(1).
28

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1 61. OneAudience knowingly accessed and without permission took data from
2 Facebook’s computers, computer systems, and/or computer networks in violation of
3 California Penal Code § 502(c)(2).

4 62. OneAudience knowingly and without permission used or caused to be used
5 Facebook’s computer services in violation of California Penal Code § 502(c)(3).

6 63. OneAudience knowingly and without permission accessed or caused to be
7 accessed Facebook’s computers, computer systems, and/or computer networks in
8 violation of California Penal Code § 502(c)(7).

9 64. Because Facebook suffered damages and a loss as a result of
10 OneAudience’s actions and continues to suffer damages as result of OneAudience’s
11 actions (including those described above), Facebook is entitled to compensatory
12 damages, attorney’s fees, and any other amount of damages to be proven at trial, as well
13 as injunctive relief under California Penal Code § 502(e)(1) and (2).

14 65. Because OneAudience willfully violated Section 502, and there is clear
15 and convincing evidence that OneAudience committed “fraud” as defined by Section
16 3294 of the Civil Code, Facebook entitled to punitive and exemplary damages under
17 California Penal Code § 502(e)(4).

18 **PRAYER FOR RELIEF**

19 Facebook seeks judgment awarding the following relief:

- 20 1. That the Court enter judgment against Defendant that Defendant has:
 - 21 a. Breached its contract with Facebook, in violation of California law;
 - 22 b. Violated the Computer Fraud and Abuse Act, in violation of 18 U.S.C.
 - 23 § 1030;
 - 24 c. Violated the California Comprehensive Computer Data Access and
 - 25 Fraud Act, in violation of California Penal Code § 502.
- 26 2. That the Court enter a permanent injunction:
 - 27 a. Ordering Defendant to comply with Platform Policy 7.9 and respond,
 - 28 fully and accurately, to Facebook’s requests for information and proof

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1 of compliance with Facebook’s Policies, including a forensic data
2 audit;

3 b. Barring Defendant from accessing or attempting to access Facebook’s
4 website and computer systems;

5 c. Barring Defendant from creating or maintaining any Facebook
6 accounts in violation of Facebook’s TOS and Platform Policies;

7 d. Barring Defendant from engaging in any activity to defraud Facebook
8 or its users; and

9 e. Barring Defendant from engaging in any activity, or facilitating others
10 to do the same, that violates Facebook’s TOS and Platform Policies, or
11 other related policies referenced herein.

12 3. That Facebook be awarded damages, including, but not limited to,
13 compensatory, statutory, and punitive damages, as permitted by law and in such
14 amounts to be proven at trial.

15 4. That Facebook be awarded a recovery in restitution equal to any unjust
16 enrichment enjoyed by Defendant.

17 5. That Facebook be awarded its reasonable costs, including reasonable
18 attorneys’ fees.

19 6. That Facebook be awarded pre- and post-judgment interest as allowed by
20 law.

21 ///

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28 ///

1 7. That the Court grant all such other and further relief as the Court may deem
2 just and proper.

3
4 Dated: February 27, 2020

HUNTON ANDREWS KURTH LLP

6 By: /s/ Ann Marie Mortimer

7 Ann Marie Mortimer

8 Jason J. Kim

9 Jeff R. R. Nelson

10 Attorneys for Plaintiff

11 FACEBOOK, INC.

12 Platform Enforcement and

13 Litigation

14 Facebook, Inc.

15 Jessica Romero

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17 Olivia Gonzalez

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues triable to a jury.

Dated: February 27, 2020

HUNTON ANDREWS KURTH LLP

By: /s/ Ann Marie Mortimer

Ann Marie Mortimer

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EXHIBIT 1

02/19/2020 - oneaudience.com/privacy as on 2019-08-23 via archive.org

The screenshot shows a web browser window with the address bar containing the URL <http://www.oneaudience.com/privacy/>. The browser's address bar also shows the text "web.archive.org/web/20190823024606/http://www.oneaudience.com/privacy/". The browser's navigation bar includes a search icon, a star icon, and social media icons for Facebook, Twitter, and LinkedIn. The browser's calendar shows the date August 23, 2019, and the text "43 captures" and "5 Feb 2017 - 23 Aug 2019".

oneAudience

DEVELOPERS INSIGHTS

GET STARTED

LOGIN

BACK

EULA

OPT-OUT

12. Contacting Us About Privacy Questions or Concerns

If you have any questions regarding our Privacy Policy, or in the event that you wish to verify which of your Personal Information we have collected, please contact us at privacy@oneaudience.com or by mailing us at:

oneAudience
222 Bridge Plaza South
Fort Lee, NJ 07024

EXHIBIT 2

What We Collect

As detailed in our permission screen, our SDK collects the following PII if user permits:

- **Advertising ID:** Mobile Advertising Identification
- **Carrier:** The devices carrier
- **Device Language:** Language preference on the user's device
- **Device Manufacturer:** The manufacturer of the device such as samsung, sony, HTC
- **Device Model:** The model of the device such as Samsung 8, iPhone 6S
- **Location:** The latitude and longitude of the device
- **Hashed Email:** The hashed email to identify a real device and prevent mobile fraud
- **User Platform:** User's device platform such as Android, iOS, Blackberry, Windows, other

How the Data is Used



All of our data is permission-based and fully-compliant, meaning it's been confirmed by the user to access and collect his or her personal data. We are also transparent in our terms and conditions and privacy policy so the user is aware of what is being collected and how it is being used. The user has the freedom to opt in or opt out at any point without affecting his or her access to app usage. With our commitment to our developer partners, we store and process all user data to ensure that it's secure and protected.

Once we collect user data, we utilize these mobile insights to overlay offline, online and email touchpoints to build full consumer profiles.

With a rich understanding of users, we create audiences based on each individual's unique interests, app activity, lifestyle, purchase behaviors and more. This way, we help serve our network of partners with not only fully compliant, but also truly valuable data to drive marketing intelligence.



EXHIBIT 3

Facebook Data Collection: SDK version 6.0.0.5

```
com.oneaudience.sdk.q
```

```
package com.oneaudience.sdk;
```

```
import android.content.Context;
import android.content.SharedPreferences;
import android.net.Uri;
import com.oneaudience.sdk.c.a.a;
import com.oneaudience.sdk.c.h;
import java.util.HashMap;
```

```
public class q extends j implements k {
    private static final Uri e = Uri.parse("https://graph.facebook.com/v2.5/me");

    public a (Context paramContext, SharedPreferences paramSharedPreferences, String
paramString) {
        this();
        HashMap<Object, Object> hashMap;

*      *      *

        (new HashMap<>()).put("fields",
"id,first_name,gender,last_name,link,locale,name,timezone,updated_time,verified,email");
        return new a(h.a(e, this).toString(), null, null, false);
    }
}
```

EXHIBIT 4

API.OneAudience.com/API Domain: SDK version 6.0.0.5

```
com.oneaudience.sdk.i
```

```
package com.oneaudience.sdk;
```

```
import a.b.a.o;  
import android.content.Context;  
import android.content.SharedPreferences;  
import android.net.Uri;  
import com.oneaudience.sdk.a.m;  
import com.oneaudience.sdk.c.a.a;  
import com.oneaudience.sdk.c.a.b;  
import com.oneaudience.sdk.c.b.c;  
import com.oneaudience.sdk.c.d;  
import com.oneaudience.sdk.model.ServerConfig;  
import java.util.HashMap;  
import java.util.Map;  
import org.json.JSONArray;  
import org.json.JSONObject;
```

```
class i extends j implements k {  
    private static final String e = "i";  
    private static final Uri f = Uri.parse("https://api.oneaudience.com/api");
```

EXHIBIT 5

02/19/2020 – Screenshot from domaintools.com: oneaudience.com

research.domaintools.com/iris/investigations/460002/search/47e1705-8d73-4b94-bce8-97c9c23f2866/5346b871-da90-44f4-9e5e-cdc0f1943309

domain names, IP addresses, name server, email addr Filters: **oneaudience.com**

Whois History

oneaudience.com

Historical Records 2017-08-19 - (3 years ago)

96 records found

2020-02-18	changes
2020-01-25	changes
2019-12-23	changes
2019-12-18	changes
2019-12-06	changes
2019-11-26	changes
2019-11-13	changes
2019-11-12	changes
2019-11-07	changes
2019-11-01	changes
2019-09-08	changes
2019-08-14	changes
2019-07-16	changes
2019-06-13	changes
2019-05-29	changes
2019-02-25	changes
2018-11-26	changes
2018-08-21	changes
2018-06-02	changes
2018-05-29	changes
2018-05-15	changes
2018-04-30	changes
2018-04-13	changes
2018-04-04	changes
2018-04-01	changes
2018-03-29	changes
2018-03-23	changes
2018-03-01	changes
2018-02-23	changes
2017-08-19	changes
2017-06-02	changes
2017-05-29	changes
2017-04-17	changes
2016-12-13	changes

Domain [oneaudience.com](#)
Record Date 2017-08-19
Registrar [GoDaddy.com, LLC](#)
Server [whois.godaddy.com](#)
Created 2004-05-31 (16 years ago)
Updated 2017-06-01 (3 years ago)
Expires 2018-05-31 (2 years ago)
Unique Emails

- abuse@godaddy.com
- admin@thebridgecorp.com

View Changes

```

Domain Name: oneaudience.com
Registry Domain ID: 121446092_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Updated Date: 2017-06-01T14:40:56Z
Creation Date: 2004-05-31T05:51:33Z
Registrar Registration Expiration Date: 2018-05-31T05:51:33Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited
Registry Registrant ID: Not Available From Registry
Registrant Name: Jama Har
Registrant Organization:
Registrant Street: 222 Bruce Reynolds Blvd.
Registrant Street: 2nd Floor
Registrant City: Fort Lee
Registrant State/Province: New Jersey
Registrant Postal Code: 07024
Registrant Country: US
Registrant Phone: +1.9177577438
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: admin@thebridgecorp.com
Registry Admin ID: Not Available From Registry
    
```

EXHIBIT 6

Contacts Collection: SDK version 6.0.0.5

```
com.oneaudience.sdk.a.n
```

```
package com.oneaudience.sdk.a;
```

```
import android.content.Context;
import android.database.Cursor;
import android.provider.ContactsContract;
import com.oneaudience.sdk.c.d;
import com.oneaudience.sdk.m;
import com.oneaudience.sdk.model.Contact;
import java.util.ArrayList;
```

```
public class n extends b {
    private static final String[] o = new String[] { "android.permission.READ_CONTACTS" };

    private final String p = n.class.getSimpleName();

    protected n(Context paramContext, String paramString, boolean paramBoolean1, boolean
paramBoolean2, long paramLong) {
        super(paramContext, paramString, paramBoolean1, paramBoolean2, paramLong, "contacts",
"disableContactsCollector", true, true);
    }

    private ArrayList<Contact> i() {
        this();
        ArrayList<Contact> arrayList;
        String[] arrayOfString;
        (arrayOfString = new String[2])[0] = "contact_id";
        (new String[2])[1] = "deleted";
        Cursor cursor;
        int i = (cursor =
this.c.getContentResolver().query(ContactsContract.RawContacts.CONTENT_URI, arrayOfString,
null, null, null)).getColumnIndex("contact_id");
        int j = this.c.getContentResolver().query(ContactsContract.RawContacts.CONTENT_URI,
arrayOfString, null, null, null).getColumnIndex("deleted");
        if (this.c.getContentResolver().query(ContactsContract.RawContacts.CONTENT_URI,
arrayOfString, null, null, null).moveToFirst())
            while (!cursor.isAfterLast()) {
                int k = cursor.getInt(i);
                if (!(cursor.getInt(j) == 1) ? 1 : 0)
                    arrayList.add(new Contact(d(k), c(k), a(k), e(k), b(k)));
                cursor.moveToNext();
            }
        cursor.close();
        return arrayList;
    }
}
```

EXHIBIT 7

Call Log Collection: SDK version 6.0.0.5

```
com.oneaudience.sdk.a.j
```

```
package com.oneaudience.sdk.a;
```

```
import android.content.Context;
import android.database.Cursor;
import android.net.Uri;
import android.os.Build;
import com.oneaudience.sdk.c.d;
import com.oneaudience.sdk.m;
import com.oneaudience.sdk.model.Call;
import java.util.ArrayList;
```

```
public class j extends b {
    protected j(Context paramContext, String paramString, boolean paramBoolean1, boolean
paramBoolean2, long paramLong) {
        super(paramContext, paramString, paramBoolean1, paramBoolean2, paramLong,
"call_logs_data", "disableCallLogsCollector", true, true);
    }
}
```

```
private ArrayList<Call> i() {
    String str = "date>=" + (System.currentTimeMillis() - 2592000000L);
    Uri uri = Uri.parse("content://call_log/calls");
    this();
    ArrayList<Call> arrayList;
    Cursor cursor;
    if ((cursor = this.c.getContentResolver().query(uri, null, this, null, "date DESC")) != null) {
        while (moveToNext())
            arrayList.add(new Call(getString(getColumnIndex("number")),
getString(getColumnIndex("name")), getString(getColumnIndex("date")),
getString(getColumnIndex("type")), getString(getColumnIndex("duration"))));
        close();
    }
    return arrayList;
}
```

EXHIBIT 8

Cell Tower Location Collection: SDK version 6.0.0.5

```
com.oneaudience.sdk.a.l
```

```
package com.oneaudience.sdk.a;
```

```
import android.content.Context;
import android.os.Build;
import android.telephony.CellIdentityCdma;
import android.telephony.CellIdentityGsm;
import android.telephony.CellIdentityLte;
import android.telephony.CellIdentityWcdma;
import android.telephony.CellInfo;
import android.telephony.CellInfoCdma;
import android.telephony.CellInfoGsm;
import android.telephony.CellInfoLte;
import android.telephony.CellInfoWcdma;
import android.telephony.CellSignalStrengthCdma;
import android.telephony.CellSignalStrengthGsm;
import android.telephony.CellSignalStrengthLte;
import android.telephony.CellSignalStrengthWcdma;
import android.telephony.TelephonyManager;
import com.oneaudience.sdk.c.d;
import com.oneaudience.sdk.m;
import com.oneaudience.sdk.model.CellTowerInfo;
import java.util.ArrayList;
import java.util.Iterator;
```

```
public class l extends b {
    private static final String[] o = new String[] { "android.permission.ACCESS_COARSE_LOCATION"
};
```

```
    protected l(Context paramContext, String paramString, boolean paramBoolean1, boolean
paramBoolean2, long paramLong) {
        super(paramContext, paramString, paramBoolean1, paramBoolean2, paramLong,
"cell_tower_data", "disableCellTowerCollector", true, true);
    }
```

```
    private ArrayList<CellTowerInfo> i() {
        this();
        ArrayList arrayList;
        TelephonyManager telephonyManager =
(TelephonyManager)this.c.getSystemService("phone");
```

EXHIBIT 9

Email Address Collection: SDK version 6.0.0.5

```
com.oneaudience.sdk.a.p
```

```
package com.oneaudience.sdk.a;
```

```
import android.accounts.Account;
import android.accounts.AccountManager;
import android.content.Context;
import android.text.TextUtils;
import android.util.Patterns;
import com.oneaudience.sdk.c.d;
import com.oneaudience.sdk.m;
import java.util.regex.Pattern;
```

```
public class p extends b {
    private static final String[] o = new String[] { "android.permission.GET_ACCOUNTS" };

    protected p(Context paramContext, String paramString, boolean paramBoolean1, boolean
paramBoolean2, long paramLong) {
        super(paramContext, paramString, paramBoolean1, paramBoolean2, paramLong, "email",
"disableEmailsCollector", true, true);
    }

    public String a() {
        String str = "";
        if (m.a(this.c, "android.permission.GET_ACCOUNTS")) {
            Pattern pattern = Patterns.EMAIL_ADDRESS;
            Account[] arrayOfAccount;
            int i = (arrayOfAccount = AccountManager.get(this.c).getAccounts()).length;
            for (byte b1 = 0; b1 < i; b1++) {
                String str1 = account.name;
                Account account;
                if (pattern.matcher((account = arrayOfAccount[b1]).name).matches() &&
!str.toLowerCase().contains(str1.toLowerCase()))
                    str = str + str1 + ",";
            }
        }
    }
}
```

EXHIBIT 10

Name of Installed Apps Collection: SDK version 6.0.0.5

```
com.oneaudience.sdk.a.s
```

```
package com.oneaudience.sdk.a;
```

```
import android.content.Context;
import com.oneaudience.sdk.B;
import com.oneaudience.sdk.c.d;
import com.oneaudience.sdk.model.InstalledPackage;
import java.util.ArrayList;
```

```
public class s extends b {
    private final String o = s.class.getSimpleName();
```

```
    protected s(Context paramContext, String paramString, boolean paramBoolean1, boolean
paramBoolean2, long paramLong) {
        super(paramContext, paramString, paramBoolean1, paramBoolean2, paramLong,
"installed_apps", "disableInstallAppsCollector", true, true);
    }
```

```
    private ArrayList<InstalledPackage> i() {
        return (new B(this.c)).a();
    }
```

EXHIBIT 11

Location Information Collection: SDK version 6.0.0.5

```
com.oneaudience.sdk.a.u
```

```
package com.oneaudience.sdk.a;
```

```
import android.content.Context;
import android.location.Location;
import android.location.LocationListener;
import android.location.LocationManager;
import android.os.Bundle;
import android.os.Handler;
import android.os.Looper;
import com.oneaudience.sdk.c.d;
import com.oneaudience.sdk.model.LocationData;
import java.util.Iterator;
import java.util.List;
```

```
public class u extends b implements LocationListener {
    private static final String[] o = new String[] {
        "android.permission.ACCESS_COARSE_LOCATION",
        "android.permission.ACCESS_FINE_LOCATION" };

    private Location p;

    private LocationManager q = (LocationManager)this.c.getSystemService("location");

    private Handler r = new Handler(Looper.getMainLooper());

    private List<String> s;

    private Runnable t = new t(this);

    protected u(Context paramContext, String paramString, boolean paramBoolean1, boolean
paramBoolean2, long paramLong) {
        super(paramContext, paramString, paramBoolean1, paramBoolean2, paramLong,
"location_data", "disableLocationCollector", false, false);
    }
}
```