

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

**COMMISSIONERS:**        **Joseph J. Simons, Chairman**  
                                  **Noah Joshua Phillips**  
                                  **Rohit Chopra**  
                                  **Rebecca Kelly Slaughter**  
                                  **Christine S. Wilson**

**In the Matter of**

**ZOOM VIDEO COMMUNICATIONS, INC.,  
a corporation, d/b/a ZOOM.**

**FILE No. 192 3167**

**AGREEMENT CONTAINING  
CONSENT ORDER**

The Federal Trade Commission (“Commission”) has conducted an investigation of certain acts and practices of Zoom Video Communications, Inc. (“Proposed Respondent”). The Commission’s Bureau of Consumer Protection (“BCP”) has prepared a draft of an administrative Complaint (“draft Complaint”). BCP and Proposed Respondent, through its duly authorized officer, enter into this Agreement Containing Consent Order (“Consent Agreement”) to resolve the allegations in the attached draft Complaint through a proposed Decision and Order to present to the Commission, which is also attached and made a part of this Consent Agreement.

**IT IS HEREBY AGREED** by and between Proposed Respondent and BCP, that:

1. The Proposed Respondent is Zoom Video Communications, Inc., also doing business as Zoom, a Delaware Corporation with its principal office or place of business at 55 Almaden Boulevard, 6th Floor, San Jose, California, 95113.
2. Proposed Respondent neither admits nor denies any of the allegations in the Complaint, except as specifically stated in the Decision and Order. Only for purposes of this action, Proposed Respondent admits the facts necessary to establish jurisdiction.
3. Proposed Respondent waives:
  - a. Any further procedural steps;
  - b. The requirement that the Commission’s Decision contain a statement of findings of fact and conclusions of law; and
  - c. All rights to seek judicial review or otherwise to challenge or contest the validity of the Decision and Order issued pursuant to this Consent Agreement.

4. This Consent Agreement will not become part of the public record of the proceeding unless and until it is accepted by the Commission. If the Commission accepts this Consent Agreement, it, together with the draft Complaint, will be placed on the public record for 30 days and information about them publicly released. Acceptance does not constitute final approval, but it serves as the basis for further actions leading to final disposition of the matter. Thereafter, the Commission may either withdraw its acceptance of this Consent Agreement and so notify Proposed Respondent, in which event the Commission will take such action as it may consider appropriate, or issue and serve its Complaint (in such form as the circumstances may require) and decision in disposition of the proceeding, which may include an Order. *See* Section 2.34 of the Commission's Rules, 16 C.F.R. § 2.34 ("Rule 2.34").

5. If this agreement is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to Rule 2.34, the Commission may, without further notice to Proposed Respondent: (1) issue its Complaint corresponding in form and substance with the attached draft Complaint and its Decision and Order; and (2) make information about them public. Proposed Respondent agrees that service of the Order may be effected by its publication on the Commission's website ([ftc.gov](http://ftc.gov)), at which time the Order will become final. *See* Rule 2.32(d). Proposed Respondent waives any rights it may have to any other manner of service. *See* Rule 4.4.

6. When final, the Decision and Order will have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other Commission orders.

7. The Complaint may be used in construing the terms of the Decision and Order. No agreement, understanding, representation, or interpretation not contained in the Decision and Order or in this Consent Agreement may be used to vary or contradict the terms of the Decision and Order.

8. Proposed Respondent agrees to comply with the terms of the proposed Decision and Order from the date that Proposed Respondent signs this Consent Agreement. Proposed Respondent understands that it may be liable for civil penalties and other relief for each violation of the Decision and Order after it becomes final.

**ZOOM VIDEO COMMUNICATIONS, FEDERAL TRADE COMMISSION  
INC.**

By: \_\_\_\_\_  
Eric Yuan  
Chief Executive Officer

By: \_\_\_\_\_  
Linda Holleran Kopp  
Attorney, Bureau of Consumer Protection

By: \_\_\_\_\_  
Ryan Mehm  
Attorney, Bureau of Consumer Protection

By: \_\_\_\_\_  
Caroline Schmitz  
Attorney, Bureau of Consumer Protection

Date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
Travis LeBlanc, Esq.  
Cooley LLP  
Attorney for Proposed Respondent

By: \_\_\_\_\_  
Maneesha Mithal  
Associate Director, Division of Privacy &  
Identity Protection

By: \_\_\_\_\_  
Andrew Smith  
Director, Bureau of Consumer Protection

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**In the Matter of**

**ZOOM VIDEO COMMUNICATIONS, INC.,  
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**DECISION AND ORDER**

**DOCKET NO. C-**

**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 it neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Decision and Order, and 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 Zoom Video Communications, Inc., a Delaware corporation, with its principal office or place of business at 55 Almaden Boulevard, 6th Floor, San Jose, California 95113.
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. **“Covered Incident”** means any instance in which any United States federal, state, or local law or regulation (“Breach Notification Law”) requires, or would require if recorded or livestream video or audio content from a Meeting were included as a type of personal information covered by such Breach Notification Law, Respondent to notify any U.S. federal, state, or local government entity that information collected or received, directly or indirectly, by Respondent from or about an individual consumer was, or is reasonably believed to have been, accessed or acquired without authorization. For purposes of this definition, “Covered Incident” does not include any instance of unauthorized access or acquisition of video or audio content if Respondent determines that such instance: (a) affected fewer than 500 Users; (b) resulted from a User accessing the video or audio content by using a link, password, or other access information, obtained directly or indirectly, as a result of its distribution by a Meeting host or organizer; or (c) resulted from a Meeting that is offered or made publicly accessible by the Meeting host or organizer; or (d) the video or audio content was encrypted and the encryption key was not also accessed or acquired from Respondent by an unauthorized person.
- B. **“Covered Information”** means information from or about an individual, including: (a) a first and last name; (b) a physical address; (c) an email address or other online contact information, such as an instant messaging user identifier or a screen name; (d) a telephone number; (e) a Social Security number; (f) a driver’s license or other government-issued identification number; (g) a financial institution account number; (h) credit or debit card information; (i) recorded or livestream video or audio content, chat transcripts, documents, or any other multimedia content shared by Users during a Meeting; (j) a persistent identifier, such as a customer number held in a “cookie,” a static Internet Protocol (“IP”) address, a mobile device ID, or processor serial number; or (k) any information combined with any of (a) through (j) above.
- C. **“Credential”** or **“Credentials”** means the user name and password that a User utilizes for logging in or otherwise accessing Respondent’s products or services.

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