

## ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

The Active Network, Inc.

---

The undersigned state and agree as follows:

1. The State of Iowa ex rel. Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance ("Assurance") with The Active Network, Inc. ("TANI") to resolve the Attorney General's concerns regarding TANI's compliance with Iowa Code Ch. 552A, the Buying Club Memberships Law ("BCL"), and Iowa Code § 714.16, the Iowa Consumer Fraud Act ("CFA"), in connection with TANI's marketing of its Active Advantage membership program in Iowa.

2. TANI denies wrongdoing or liability of any kind but has agreed to enter into this Assurance in order to resolve all issues raised during the Attorney General's inquiry. TANI is entering into this Assurance solely for the purpose of settlement and nothing contained herein may be taken as or construed to be an admission or concession of any violation of law, or of any other matter of fact or law, or of any liability or wrongdoing, all of which TANI expressly denies. No part of this Assurance constitutes or shall be deemed to constitute an admission by TANI that it has ever engaged in any conduct proscribed by this Assurance. Further, to the extent that any changes in TANI's business, advertisements and/or advertising practices are made to achieve or facilitate conformance to the terms of this Assurance, the fact that such changes were made shall not constitute any form of evidence or admission, explicit or implicit, by TANI of wrongdoing or failure to comply with any federal or state statute or regulation or the common law. No part of this Assurance constitutes or shall constitute evidence against TANI in any action brought by any person or entity of any violation of any federal or state statute or

regulation or the common law, except in an action brought by the Attorney General to enforce the terms of this Assurance. There is no private right of action, explicit or implicit, created by this Assurance to enforce the terms hereof; however, nothing herein, explicitly or implicitly, otherwise affects any private right of action a consumer might have independent of this Assurance.

3. The effective date of this Assurance is the date of the last signature below.

**IT IS THEREFORE AGREED** that TANI and TANI's employees, successors and assigns shall, at TANI's option, either (1) cease enrolling consumers residing in the State of Iowa in Active Advantage as of the effective date of this Assurance; or (2) comply with the BCL. Without limiting the foregoing, should TANI continue to enroll consumers residing in the State of Iowa in Active Advantage, this Assurance requires compliance with all notice, disclosure, and other requirements of Iowa Code §§ 555AI through 555A.5 (incorporated by section 552A.3 of the BCL) and with all requirements relating to contracts set forth in Iowa Code §§ 552A.3 and 552A.4, as applicable, in connection with the advertising, marketing or sale of Buying Club Memberships as defined in the BCL ("BCL programs") to consumers residing in the State of Iowa.

**IT IS FURTHER AGREED** that TANI and TANI's employees, successors, and assigns shall refrain from any further billing of any Iowa resident who was enrolled in Active Advantage at any time prior to the effective date of this Assurance, provided however, that this cessation of billing does not apply to Iowa residents who have affirmatively made use of a benefit of membership on one or more occasions during the course of their current term of membership, other than benefits ordered, received, or used as part of the same transaction in which enrollment occurred. (Hereinafter, benefits of membership other than benefits ordered, received, or used as

part of the same transaction in which enrollment occurred are referred to as "post-enrollment benefits.")

**IT IS FURTHER AGREED** that TANI and TANI's employees, successors, and assigns shall comply with the CFA in connection with any enrollment of consumers residing in the State of Iowa in Active Advantage. Without limiting the foregoing, this paragraph requires each of the following:

A. Clear and conspicuous disclosure to prospective purchasers of memberships of all material aspects of the enrollment process and the membership.

B. Reasonable efforts to ensure that Iowa consumers who pay for membership programs but who are not known by TANI to have affirmatively made use of any post-enrollment benefits receive actual notice at least once every twelve months of the existence of the membership, the amount and manner of membership charges, and how to cancel, through a hard-copy mailing, provided, however, that TANI may send such notices by electronic mail to any Iowa consumer that TANI can show to have provided unambiguous consent, after that Iowa consumer's receipt of the initial hard-copy notice in accordance with this paragraph, to receive further such notice(s) by electronic mail.

**IT IS FURTHER AGREED** that TANI pay to the State of Iowa, within fourteen days of the effective date of this Assurance and in the manner the Attorney General directs, the sum of \$237,167.42, to be applied by the Attorney General in its discretion to making full or partial payments to Iowa consumers of amounts they spent for an Active Advantage membership, to the extent payment in full for such amounts has not previously been made, pursuant to the BCL and the CFA (Iowa Code § 714.16(7)). TANI agrees to cooperate with reasonable requests from the Attorney General for last known contact information (full name, mailing or billing address, email

address, and telephone number) and prior payments information for Iowa residents in connection with efforts to effect such payments. To the extent that consumers eligible for payments cannot be located through reasonable efforts, the money that is not paid to consumers shall be retained by the Attorney General to be used by the Attorney General for the administration and implementation of the CFA, pursuant to Iowa Code § 714.16(7), and shall be deposited into the fund created by Iowa Code § 714.16C (2013). No part of this payment shall be deemed a penalty of any kind. This payment to the Attorney General for payments to Iowa consumers for amounts spent for Active Advantage memberships shall not affect TANI's established pre-Assurance policy regarding consumer-requested refunds or payments as it applies to Iowans, which policy the Attorney General neither approves nor disapproves. This requirement shall not be interpreted to limit in any way refunds or payments to consumers by TANI in circumstances in which a refund or payment is not expressly required.

**IT IS FURTHER AGREED** that a violation of this Assurance is deemed a violation of the CFA for purposes of enforcement by the Attorney General, and that in any enforcement action in an Iowa District Court in which one or more violations of this Assurance are established by the Attorney General by a preponderance of the evidence, the Court shall apply the remedies provided in the CFA, in addition to any other remedies provided by law; provided, however, that it will be a defense to the imposition of a civil penalty based on a violation of this Assurance that the violation was isolated and occurred in spite of procedures and policies reasonably designed to prevent such violations.

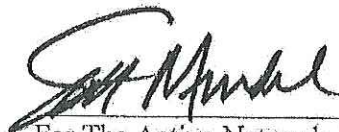
**IT IS FURTHER AGREED** that, pursuant to Iowa Code § 714.16, TANI pay to the Attorney General, within fourteen days of the effective date of this Assurance and in the manner

the Attorney General directs, the sum of \$15,000.00, to be deposited in the consumer fraud enforcement fund referred to in Iowa Code § 714.16C (2013).

**IT IS FURTHER AGREED** that, the Attorney General will, to the fullest extent permitted by law, protect against the public release of confidential consumer information provided by TANI in response to the informational requests made by the Attorney General in connection with this Assurance; provided, however, that nothing herein prevents the otherwise lawful public release of such information with the express advance approval of the affected consumer(s).

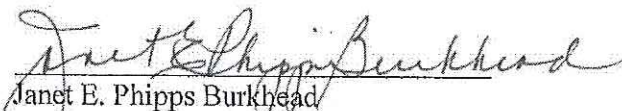
The Undersigned who have the authority to consent and sign on behalf of the Attorney General of Iowa and TANI hereby consent to the form and contents of this Assurance, which is to take effect immediately upon execution by all signatories indicated below.

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



For The Active Network, Inc.  
Scott Mendel, CFO

Date: 9/5/2013



Janet E. Phipps Burkhead  
Dickinson Mackaman Tyler & Hagen, P.C.  
Attorney For The Active Network, Inc.

Date: 9-6-2013



Steve St. Clair  
Assistant Attorney General