

## Remedies for Tech-Related Harms, Chapter 2: Restrictions on Sharing & Selling Data

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Remedies for tech harms can range from outright bans on specific practices or use cases of a technology, to prohibitions on individual executives, to requirements for data deletion and limits on how long data can be retained. This overview collects examples of how enforcement agencies at the federal or state level can respond to problems like abusive tech and data practices using tried-and-tested remedies from orders issued across the country. These examples can serve as a reference point for policymakers, advocates, and technologists looking to understand what designing remedies for accountability looks like in practice, and highlight specific cases and language for consideration.

### **The Role of Restrictions on Sharing & Selling Data**

For decades, law enforcement agencies have restricted businesses from engaging in certain practices when those practices created unacceptable risks of harm. In recent years, this tool has been used to address data privacy and security violations by prohibiting companies from sharing or selling consumer information, even when such conduct might otherwise be legal. For example:

- A healthcare app that disclosed users' personal health information to advertisers was permanently banned from sharing health data for advertising purposes.
- A location data broker was prohibited from selling or licensing precise location information to third parties.
- A company was barred from disclosing sensitive categories of data (such as treatment information or browsing history) without first obtaining explicit, informed consumer consent.

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### Summary for Restrictions on Sharing/Selling Data:

Law enforcement agencies can respond to privacy violations by prohibiting companies from disclosing or selling consumer data, often in the form of categorical bans on certain sharing practices paired with strict limits on the use of dark patterns to subvert privacy choices.

**Note:** This document was most recently edited in October 2025. The example provisions provided for this remedy are non-exhaustive. Tech is broadly defined here, and relates to things like AI and data collection, in industries ranging from healthcare to finance. Restrictions on sharing and selling data represent a narrower category of remedies within this framework.

Company / Allegations	Remedy	Case Order Language
<p><b>Avast, Ltd.</b></p> <p><a href="#">Complaint</a> / <a href="#">Order</a> / <a href="#">Press Release</a></p> <p>Avast, a provider of consumer antivirus software, was charged with using its web browser add-ons to collect users’ internet browsing history data, and had been selling this data to third parties for advertising purposes without the users’ knowledge or consent.</p> <p>Antivirus software “that they promoted with a variety of privacy claims... [but] sold the browsing</p>	<p>Permanent ban on the company from disclosing user browsing information with third parties; additional affirmative consent requirements for other data disclosures.</p>	<p><b>FTC Order Language (February 22, 2024):</b></p> <p>I. Ban on Sale or Disclosure of Browsing Information</p> <p>IT IS ORDERED that Respondents, and Respondents’ officers, agents, and employees who receive actual notice of this Order must not:</p> <ul style="list-style-type: none"> <li>A. Sell, license, transfer, share, or otherwise disclose to or with a Third Party, for Advertising Purposes: (1) Browsing Information from any Avast Product; (2) any information product or service derived from or incorporating Browsing Information from any A vast Product; or (3) any models or algorithms derived from Browsing Information from any A vast Product;</li> <li>B. Use Browsing Information for Advertising Purposes without first obtaining Affirmative Express Consent; or</li> <li>C. Sell, license, transfer, share, or otherwise disclose to or with a Third Party, Browsing Information from any non-Avast Product, for Advertising Purposes, without first obtaining Affirmative Express Consent</li> </ul>

<p>information that they purported to protect, in many instances without notice to users.”</p> <p>Source: <a href="#">Case Summary</a></p>		<p>When obtaining Affirmative Express Consent required under this Provision, Respondents must provide notice Clearly and Conspicuously that identifies the Browsing Information that will be used, sold, licensed, transferred, shared, or otherwise disclosed, and each purpose for which Browsing Information will be used, sold, licensed, transferred, shared, or otherwise disclosed, including by any Third Party.</p> <p>***</p> <p>“Affirmative Express Consent” means any freely given, specific, informed, and unambiguous indication of an individual’s wishes demonstrating agreement by the individual, such as by a clear affirmative action, following a Clear and Conspicuous disclosure to the individual, apart from any “privacy policy,” “terms of service,” “terms of use,” or other similar document, of all information material to the provision of consent. Acceptance of a general or broad terms of use or similar document that contains descriptions of agreement by the individual along with other, unrelated information, does not constitute Affirmative Express Consent. Hovering over, muting, pausing, or closing a given piece of content does not constitute Affirmative Express Consent. Likewise, agreement obtained through a user interface designed or manipulated with the substantial effect of subverting or impairing user autonomy, decision-making, or choice, does not constitute Affirmative Express Consent.</p>
<p><b>BetterHelp, Inc. (2023-2024)</b></p> <p><a href="#">Complaint</a> / <a href="#">Order</a> / <a href="#">Press Release</a></p> <p>BetterHelp, an online therapy/counseling provider, was charged with sharing its users’ treatment information with third parties for advertising purposes</p>	<p>Permanent ban on the company from disclosing sensitive information or disclosing personal information for targeted advertising; additional affirmative consent requirements for other data disclosures.</p>	<p><b>FTC Order Language (July 14, 2023):</b></p> <p>I. Prohibition Against the Disclosure of Treatment Information and Covered Information for Certain Advertising Purposes</p> <p>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, are prohibited from disclosing to a Third Party for the purposes of advertising, marketing, promoting, offering, offering for sale, or selling any product or service: (1) Treatment Information; and (2) Covered Information for the purpose of targeting the consumer to which the disclosed information pertains.</p>

without the knowledge or consent of its users, despite telling said users that it would not do so.

“The Federal Trade Commission has issued a proposed order to settle charges that online counseling service BetterHelp revealed consumers’ sensitive data with third parties such as Facebook and Snapchat for advertising after promising to keep such data private.”

Source: [Case Summary](#)

## II. Affirmative Express Consent

IT IS FURTHER ORDERED that, within 30 days of the effective date of this Order, 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, in connection with any product or service, prior to disclosing any consumer’s Covered Information to any Third Party, must obtain the relevant consumer’s Affirmative Express Consent.

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A. “Affirmative Express Consent” means any freely given, specific, informed, and unambiguous indication of an individual consumer’s wishes demonstrating agreement by the individual, such as by a clear affirmative action, following a Clear and Conspicuous disclosure to the individual of:

1. the categories of information that will be collected;
2. the specific purpose(s) for which the information is being collected, used, or disclosed;
3. the names or categories of Third Parties (e.g., “analytics partners” or “advertising partners”) collecting the information, or to whom the information is disclosed, provided that if Respondent discloses the categories of Third Parties, the disclosure shall include a hyperlink to a separate page listing the names of the Third Parties;
4. a simple, easily located means by which the consumer can withdraw consent; and
5. any limitations on the consumer’s ability to withdraw consent.

The Clear and Conspicuous disclosure must be separate from any “privacy policy,” “terms of service,” “terms of use,” or other similar document.

The following do not constitute Affirmative Express Consent:

1. Inferring consent from the hovering over, muting, pausing, or closing of a given

		piece of content by the consumer; or 2. Obtaining consent through a user interface that has the effect of subverting or impairing user autonomy, decision-making, or choice.
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**GoodRx Holdings, Inc.**

[Complaint](#) / [Order](#) / [Press Release](#)

GoodRx, a telehealth and prescription drug discount provider, was charged with disclosing users' personal health information to advertising platforms like Facebook and Google without authorization and failing to notify consumers as required under the Health Breach Notification Rule.

"[T]elehealth and prescription drug discount provider GoodRx Holdings Inc. [failed] to notify consumers and others of its unauthorized disclosures of consumers' personal health information to Facebook, Google, and other companies."

Source: [Case Summary](#)

GoodRx permanently banned from sharing/selling health-related data for targeted advertising; additional affirmative consent requirements for any other cases of disclosing health-related data.

**Court Order Language (February 17, 2023):**

**I. BAN ON DISCLOSURE OF HEALTH INFORMATION FOR ADVERTISING PURPOSES**

IT IS ORDERED that:

A. Defendants, Defendant's officers, agents, employees, and attorneys who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from disclosing Health Information to Third Parties for Advertising Purposes.

...

**III. PROHIBITION AGAINST DISCLOSURE OF HEALTH INFORMATION WITHOUT AFFIRMATIVE EXPRESS CONSENT AND NOTICE**

IT IS ORDERED that:

A. Defendants, Defendant's officers, agents, employees, and attorneys who receive actual notice of this Order, whether acting directly or indirectly, are permanently restrained and enjoined from disclosing Health Information to Third Parties for Non-Advertising Purposes without first obtaining Affirmative Express Consent.\*

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\*"Affirmative Express Consent" means any freely given, specific, informed, and unambiguous indication of an individual's wishes demonstrating agreement by the individual, such as by a clear affirmative action, following a Clear and Conspicuous disclosure to the individual, apart from any "privacy policy," "terms of service," "terms of use," or other similar document, of all information material to the provision of consent. Acceptance of a general or broad terms of use or similar document that contains descriptions of agreement by the individual along with other, unrelated information, does not constitute Affirmative

		<p>Express Consent. Hovering over, muting, pausing, or closing a given piece of content does not constitute Affirmative Express Consent. Likewise, agreement obtained through a user interface designed or manipulated with the substantial effect of subverting or impairing user autonomy, decision-making, or choice, does not constitute Affirmative Express Consent.</p>
<p><b>InMarketMedia LLC</b>  <a href="#">Complaint</a> / <a href="#">Order</a> / <a href="#">Press Release</a></p> <p>According to the FTC, InMarket collected location information “which can include sensitive information about where they live, work and worship” about consumers from a variety of sources and combined this location information with other data to help target advertising based on consumers’ behavior. InMarket failed to fully inform consumers about the collection or use in combination with other data.</p> <p>Source: <a href="#">Case Summary</a></p>	<p>Permanent ban on the company from selling user location data; additional affirmative consent requirements for any other cases of disclosing location data.</p>	<p><b>FTC Order Language (May 1, 2024):</b></p> <p>II. Prohibition on the Sale or Licensing of Location Data</p> <p>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, must not sell or license Location Data in exchange for any valuable consideration.</p> <p>...</p> <p>V. Other Limitations on Collection, Use, Maintenance, and Disclosure of Location Data Absent Affirmative Express Consent*</p> <p>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, must not:</p> <p style="padding-left: 40px;">A. In connection with any Respondent App, collect, use, maintain, or disclose a consumer’s Location Data without a record satisfying the requirements in Subpart XVI.F documenting the consumer’s Affirmative Express Consent obtained prior to Respondent’s collection or use of Location Data;</p> <p style="padding-left: 40px;">B. In connection with any Respondent App, collect, use, maintain, or disclose a consumer’s Location Data, unless the consumer receives a Clear and Conspicuous reminder, at least every</p>

		<p>six months that the consumer’s Location Data is being collected and, if applicable, disclosed, along with instructions for a simple control to turn off Location Data collection. Any such reminder must be done through a consumer-enabled push notification or to an e-mail address provided by the consumer or, if the consumer has not opted into push notifications and an email address is unavailable, through a notice in the app. Provided, however, that reminders mandated by Subpart V.B are not required when Respondent confirms that a consumer’s device is utilizing an operating system version that reminds consumers that their Location Data is being collected or that limits Location Data collection by default for infrequently used apps.</p> <p>***</p> <p>**"Affirmative Express Consent" means any freely given, specific, informed, and unambiguous indication of an individual’s wishes demonstrating agreement by the individual, such as by a clear affirmative action, following a Clear and Conspicuous disclosure to the individual, apart from any "privacy policy," "terms of service," "terms of use," or other similar document, of all information material to the provision of consent. Acceptance of a general or broad terms of use or similar document that contains descriptions of agreement by the individual along with other, unrelated information, does not constitute Affirmative Express Consent. Hovering over, muting, pausing, or closing a given piece of content does not constitute Affirmative Express Consent. Likewise, agreement obtained through a user interface designed or manipulated with the substantial effect of subverting or impairing user autonomy, decision-making, or choice, does not constitute Affirmative Express Consent.</p>
<p><b>U.S. v. Monument, Inc.</b></p> <p><a href="#">Complaint</a> / <a href="#">Order</a> / <a href="#">Press Release</a></p> <p>Alcohol addiction treatment service allegedly disclosed users’</p>	<p>Permanent ban on the company from disclosure of health information for advertising purposes; additional affirmative consent requirements for any other cases of</p>	<p><b>Court Order Language (June 7, 2024):</b></p> <p>I. BAN ON DISCLOSURE OF HEALTH INFORMATION FOR ADVERTISING PURPOSES</p> <p>IT IS ORDERED that:</p>

<p>personal health data to third-party advertising platforms, including Meta and Google, for advertising without consumer consent, after promising to keep such information confidential.</p> <p>Source: <a href="#">Case Summary</a></p>	<p>disclosing health-information.</p>	<p>A. Defendant, Defendant’s officers, agents, employees, and attorneys who receive actual notice of this Order, whether directly or indirectly, are permanently restrained and enjoined from disclosing Health Information to Third Parties for Advertising Purposes.</p> <p>...</p> <p>II. REQUIREMENT TO OBTAIN AFFIRMATIVE EXPRESS CONSENT FOR ANY OTHER DISCLOSURE OF HEALTH INFORMATION</p> <p>IT IS FURTHER ORDERED that Defendant, Defendant’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 any product or service, prior to disclosing any consumer’s Health Information to any Third Party, must obtain the relevant consumer’s Affirmative Express Consent.*</p> <p>***</p> <p>*“Affirmative Express Consent” means any freely given, specific, informed, and unambiguous indication of an individual consumer’s wishes demonstrating agreement by the individual, such as by a clear affirmative action, following a Clear and Conspicuous disclosure to the individual of:</p> <ol style="list-style-type: none"> <li>1. the categories of information that will be collected;</li> <li>2. the specific purpose(s) for which the information is being collected, used, or disclosed;</li> <li>3. the names or categories of Third Parties (e.g., “analytics partners” or “advertising partners”) collecting the information, or to whom the information is disclosed, provided that if Respondent discloses the categories of Third Parties, the disclosure shall include a hyperlink to a separate page listing the names of the Third Parties;</li> <li>4. a simple, easily located means by which the consumer can withdraw consent; and</li> <li>5. any limitations on the consumer’s ability to withdraw consent.</li> </ol>
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		<p>The Clear and Conspicuous disclosure must be separate from any “privacy policy,” “terms of service,” “terms of use,” or other similar document.</p> <p>The following do not constitute Affirmative Express Consent:</p> <ol style="list-style-type: none"> <li>1. Inferring consent from the hovering over, muting, pausing, or closing of a given piece of content by the consumer; or</li> <li>2. Obtaining consent through a user interface that has the effect of subverting or impairing user autonomy, decision-making, or choice.</li> </ol>
<p><b>U.S. v. Easy Healthcare Corporation (Premom)</b></p> <p><a href="#">Complaint</a> / <a href="#">Order</a> / <a href="#">Press Release</a></p> <p>Fertility app Premom allegedly deceived users by sharing their sensitive personal information with third parties, including two China-based firms, disclosed users’ sensitive health data to AppsFlyer and Google, and failed to notify consumers of these unauthorized disclosures in violation of the Health Breach Notification Rule (HBNR).</p> <p>Source: <a href="#">Case Summary</a></p>	<p>Permanent ban on the company from disclosing health information for advertising purposes; additional affirmative consent requirements for any other cases of disclosing health information.</p>	<p><b>Court Order Language (June 26, 2023):</b></p> <p>I. BAN ON DISCLOSURE OF HEALTH INFORMATION FOR ADVERTISING PURPOSES</p> <p>IT IS ORDERED that</p> <p>A. Defendant; Defendant’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 permanently restrained and enjoined from disclosing Health Information to Third Parties for Advertising Purposes.</p> <p>...</p> <p>III. PROHIBITION AGAINST DISCLOSURE OF HEALTH INFORMATION WITHOUT AFFIRMATIVE EXPRESS CONSENT AND NOTICE</p> <p>IT IS FURTHER ORDERED that</p> <p>A. Defendant; Defendant’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, in connection with any product or service, are permanently restrained and enjoined from disclosing Health Information to Third Parties for non-Advertising Purposes, without first obtaining Affirmative Express Consent.</p>

		<p>***</p> <p>"Affirmative Express Consent" means any freely given, specific, informed, and unambiguous indication of an individual's wishes demonstrating agreement by the individual, such as by a clear affirmative action, following a Clear and Conspicuous disclosure to the individual, apart from any "privacy policy," "terms of service," "terms of use," or other similar document, of all information material to the provision of consent. Acceptance of a general or broad terms of use or similar document that contains descriptions of agreement by the individual along with other, unrelated information, does not constitute Affirmative Express Consent. Hovering over, muting, pausing, or closing a given piece of content does not constitute Affirmative Express Consent. Likewise, agreement obtained through a user interface designed or manipulated with the substantial effect of subverting or impairing user autonomy, decision-making, or choice, does not constitute Affirmative Express Consent.</p>
<p><b>X-Mode Social, Inc.</b></p> <p><a href="#">Complaint</a> / <a href="#">Order</a> / <a href="#">Press Release</a></p> <p>X-Mode Social allegedly sold precise location data that could be used to track people's visits to sensitive locations such as medical and reproductive health clinics, places of religious worship and domestic abuse shelters.</p> <p>Source: <a href="#">Case Summary</a></p>	<p>Company required to build and maintain a list of sensitive locations, and permanently banned from disclosing data related to such locations.</p>	<p><b>FTC Order Language (April 11, 2024):</b></p> <p>II. Prohibitions on the Use, Sale, or Disclosure of Sensitive Location Data</p> <p>IT IS FURTHER ORDERED that Respondents and Respondents' officers, agents, employees, whether acting directly or indirectly, must not sell, license, transfer, share, disclose, or otherwise use in any products or services Sensitive Location Data associated with the Sensitive Locations that Respondents have identified within 180 days of the issuance of this Order as part of the Sensitive Locations Data Program established and maintained pursuant to Provision III below.</p> <p>...</p> <p>III. Sensitive Location Data Program IT IS FURTHER ORDERED that Respondents, within 180 days of the issuance of this Order, must establish and implement, and thereafter maintain, a Sensitive Location Data Program to develop a comprehensive list of Sensitive Locations and to prevent the use, sale, licensing, transfer, or disclosure of Sensitive Location Data as provided in Provision II above.</p>

Other Notable Bans		
Company / Allegations	Remedy	Case Order Language
<p><b>Healthline Media LLC (California, 2025)</b></p> <p><a href="#">Final Judgment</a></p> <p>Alleged CCPA violations, including failure to honor opt-out requests (e.g. Global Privacy Control), inadequate vendor contracts, and deceptive consent tools.</p> <p>Source: <a href="#">Case Summary</a></p>	<p>Prohibited Healthline from disclosing information linking a specific consumer to a specific article title suggesting a medical diagnosis.</p>	<p>V. ADVERTISING ON DIAGNOSED MEDICAL CONDITION ARTICLES</p> <p>HEALTHLINE shall not SELL or SHARE PERSONAL INFORMATION combined with information that allows the recipient to determine that the CONSUMER is viewing a specific DIAGNOSED MEDICAL CONDITION ARTICLE, such as by including the title or URL of the article in the disclosure of the PERSONAL INFORMATION, except where the SALES or SHARING would fall under any exemption in the CCPA, such as §§ 1798.145 or 1798.146.</p>
<p><b>Tilting Point Media (California, 2025)</b></p> <p><a href="#">Final Judgment</a></p> <p>Alleged COPPA/CCPA violations, including illegally collecting and sharing children’s data.</p>	<p>Prohibited company from selling/sharing children’s personal information under 13 without parental consent, and from selling/sharing data of teens 13–16 without affirmative opt-in consent.  </p>	<p>III. INJUNCTIVE PROVISIONS</p> <p>COMPLIANCE WITH LAW—CCPA</p> <p>...</p> <p>20. DEFENDANT shall not SELL or SHARE the PERSONAL INFORMATION of a CONSUMER, including through SDKs, if DEFENDANT has actual knowledge that the CONSUMER is less than 16 years of age, except as specified below. If a CONSUMER self-identifies as a CHILD or as at least 13 and less than 16 years of age, or if DEFENDANT willfully disregards a CONSUMER’s age, DEFENDANT shall be deemed to have actual knowledge of the CONSUMER’s age.</p> <p>A. In the case of a CONSUMER that DEFENDANT has actual knowledge is at least 13 and less than 16 years of age, unless the CONSUMER has affirmatively authorized the SALE or</p>

<p>Source: <a href="#">Case Summary</a></p>		<p>SHARING of the CONSUMER's PERSONAL INFORMATION.</p> <p>B. In the case of a CONSUMER that DEFENDANT has actual knowledge is a CHILD, unless the CHILD's PARENT has affirmatively authorized the SALE or SHARING of the CHILD's PERSONAL INFORMATION.</p>
<p><b>Copley Advertising (Massachusetts, 2017)</b></p> <p><a href="#">Final Judgment</a></p> <p>Alleged unfair practices using geofencing around healthcare facilities to target consumers with ads related to sensitive health inferences.</p> <p>Source: <a href="#">Case Summary</a></p>	<p>Prohibited the company from using geofencing near Massachusetts healthcare facilities to infer or target based on medical conditions.</p>	<p>III. Assurances</p> <p>19) Copley Advertising, and its successors and assigns, shall not Geofence, either directly or indirectly through others, the Vicinity of any Medical Center located in Massachusetts to infer the health status, medical condition, or medical treatment of any person.</p>
<p><b>General Motors (Texas, 2024)</b></p> <p><a href="#">Initial Complaint</a></p> <p>Alleged violations of Texas consumer protection law, including the deceptive collection</p>	<p>Seeks to prohibit the company from collecting or selling driving data without meeting specified requirements for obtaining express, informed consent.</p>	<p>PRAYER FOR RELIEF</p> <p>114) The state of Texas further respectfully requests that this Honorable Court issue an order:</p> <p>...</p> <p>b) Directing Defendants to delete or otherwise destroy all Driving Data obtained prior to the entry of any judgment by this Court, including any Driving Data in the possession of any third party;</p> <p>...</p> <p>d) Permanently enjoining Defendants [from]... collecting and selling Driving Data without</p>

and sale of drivers' personal and location data to data brokers without their knowledge or consent.

Source: [Case Summary](#)

providing customers with a clear and conspicuous notice of Defendants' practices and obtaining customers' express, informed consent.