

ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF INTERNET & TECHNOLOGY

In the Matter of

Assurance No. 24-047

Investigation by
LETITIA JAMES,
Attorney General of the State of New York, of

BARON APP, INC. D/B/A CAMEO,

Respondent.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“NYAG”) commenced an investigation pursuant to Executive Law § 63(12) and General Business Law (“GBL”) § 349 into the endorsement video disclosure practices of Cameo.¹ This Assurance of Discontinuance (“Assurance”) contains the findings of the investigation and the relief agreed to by the NYAG and Respondent² (collectively, the “Parties”).

NYAG FINDINGS

1. Respondent is a Delaware corporation with an address at 2045 West Grand Avenue, Suite B, PMB 71534, Chicago, IL 60612-1577.
2. Respondent has at all relevant times offered its products and services to consumers in the State of New York.

¹ Defined below in subparagraph 12.i.

² Defined below in subparagraph 12.i.

3. Executive Law § 63(12) and GBL § 349 authorize the NYAG to investigate alleged violations of Executive Law § 63(12) and GBL § 349 and bring actions for violations of Executive Law § 63(12) and GBL § 349.

4. Respondent and the NYAG represent and warrant, each to the other, that each has the authority to enter into and make this Assurance, and to bind themselves to this Assurance.

5. Respondent is an internet business, created in 2017, that offers a platform for users to pay a fee to celebrities (the “Talent”) for which they receive a personalized video “shoutout,” such as a birthday or congratulatory message.

6. Users can access Respondent’s platform via Cameo’s website or mobile app where they are able to search for available Talent. Respondent will also make suggestions of Talent available to create personalized videos. Once a user selects the Talent, they are to provide the Talent guidance for the video content, such as a script. Once this process is complete and the user has paid the Talent’s fee, they “book” the video.

Business Cameo

7. In 2020, Respondent launched the Business Cameo Service,³ which allows a business to book Talent for personalized videos to be used as endorsements of the business or the business’s products. These videos typically have higher fees and a restricted license for use.

8. When booking a Business Cameo video, the purchaser is to “identify the Business, the types of goods or services that it offers, as well as the specific product, service, or brand that you request the Talent User to mention or refer to.”

³ Defined below in subparagraph 12.a.

9. The Settling States have identified instances where Business Cameo videos were published and shared without the appropriate disclosures in violation of the FTC Endorsement Guidelines, Executive Law § 63(12), and GBL § 349.

10. The Settling States further found instances where Respondent did not notify mobile application users of the existence of Business Cameo Services, and failed to provide direct refunds to mobile application users who had their requests rejected as improperly booked Business Cameo videos in violation of Executive Law § 63(12) and GBL § 349.

11. The Settling States have agreed to enter into this Assurance with Respondent to address Respondent's obligations in connection with ensuring appropriate endorsement disclosures are made to consumers.

PROSPECTIVE RELIEF

12. For the purposes of this Assurance, the following definitions shall apply:
- a. "Business Cameo" or "Business Cameo Service" shall mean any purchase flow offered by Respondent to its customers through which Endorsement videos are contractually allowed to be booked. A customer who attempts to book an Endorser Campaign shall be referred to in this Assurance as a "Sponsoring Advertiser."
 - b. "Clearly and Conspicuously" shall mean that a required disclosure is difficult to miss (i.e., easily noticeable without having to look for it) and easily understandable by consumers, including in all of the following ways:
 - i. Where the disclosure is made through the use of a tag or hashtag in a post on a website or social media platform, it may not be displayed in a part of the post where it may be skipped over, such as at the end of a long post, or among or at the end of multiple other tags or hashtags.

- ii. 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.
- iii. 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.
- iv. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for consumers to easily hear and understand it.
- v. In any communication using an interactive electronic medium, such as the internet or software, the disclosure must be unavoidable and easily understood.
 - A. The disclosure must not be provided through a hyperlink or button requiring the user to click to see all or part of the disclosure (e.g., a “click more” button).
- vi. The disclosure must use diction and syntax understandable to consumers and must appear in each language in which the representation requiring the disclosure (“Triggering Representation”) appears.
- vii. The disclosure must not be ambiguous or use any abbreviation, shorthand, term of art, or arcane terminology that does not communicate the disclosure effectively to consumers, including but not limited to

#thanks, #collab, #sp, #spon, #mktg, or #ambassador (without identifying the brand in connection with the use of ambassador).

- viii. The disclosure must not be contradicted by, or inconsistent with, any other representation(s).
- c. “Close Proximity” means that the disclosure is next to the Triggering Representation and is made at approximately the same time as the Triggering Representation.
- d. “Effective Date” shall be August 1, 2024.
- e. “Endorsement” means any message promoting a product, service, or enterprise (including written and verbal statements, demonstrations, or depictions of the name, signature, likeness, or other identifying personal characteristics of an individual or the name or seal of an organization) that consumers are likely to believe reflects the opinions, beliefs, findings, or experiences of a party other than the Sponsoring Advertiser, even if the views expressed by that party are identical to those of the Sponsoring Advertiser.
- f. “Endorser” means the party whose opinions, beliefs, findings, or experiences an Endorsement appears to reflect.
- g. “Endorser Campaign” means any arrangement whereby, in connection with the advertising, promotion, offering for sale, sale, or distribution of any product or service, an Endorser is engaged through the Business Cameo Service to create, publish, post, or otherwise disseminate an Endorsement.
- h. “Material Connection” means any connection that might materially affect the weight or credibility of any Endorsement and that would not be reasonably

expected by consumers and includes, but is not limited to, a business or family relationship, monetary payment, or the provision of free products or services to the Endorser.

- i. "Respondent," "Cameo," or "the Company" means Baron App, Inc. d/b/a Cameo, along with its affiliates, parents, subsidiaries, divisions, agents, directors, officers, employees, contractors, representatives, attorneys, successors, and assigns. For clarity, "Respondent," "Cameo," and "the Company" do not include users of Cameo's products, services, websites, or mobile applications.
- j. "Settling States" means Alabama, Alaska, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Illinois, Kentucky, Louisiana, Michigan, Minnesota, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Dakota, Texas, Virginia, Washington and Wisconsin.

13. Respondent agrees to the assurances set out in paragraphs 14-21 to comply with Executive Law § 63(12) and GBL § 349.

14. Respondent shall not directly or indirectly make, or assist others in making, any misrepresentation, in any manner, expressly or by implication, regarding a Material Connection in any Endorsement of Respondent's own products and/or services.

15. Respondent shall not directly or indirectly make, or assist others in making, in any manner, expressly or by implication, any Endorsement of Respondent's own products and/or services without disclosing Clearly and Conspicuously, and in Close Proximity to the

Endorsement, any Material Connection between the Endorser and the advertiser whose product or service is being Endorsed.

16. Respondent shall not directly or indirectly make, or assist others in making, any misrepresentation, in any manner, expressly or by implication, that any Endorsement of Respondent's own products and/or services reflects the honest opinions, findings, beliefs, or experiences of the Endorser.

17. Respondent shall not enact or maintain any policies prohibiting any provision of products or services necessary for Endorsers to represent their honest opinions, findings, beliefs, or experiences as part of an Endorsement. For clarity, Respondent may continue to enact policies to safeguard the safety of its products and services and those who use them.

18. With regard to Endorsements other than Endorsements of Respondent's own products and/or services, Respondent shall implement and maintain programs and policies to help ensure that the users of Respondent's website and mobile applications comply with requirements analogous to those set forth in paragraphs 14-16 of this Assurance when those users request (in the case of Cameo customers) or create (in the case of Endorsers using Cameo) Endorser Campaigns. Such requirements shall be referred to below as the "Endorsement Compliance Standards." Such programs and policies shall include, but need not be limited to:

- a. Maintaining a watermark or similar disclosure system. Cameo currently uses a watermark (the "Cameo Watermark") to indicate that a video is a paid Cameo video. Cameo shall continue use of the Cameo Watermark or another disclosure method of materially similar design (which, for clarity, may use a word other than "Cameo") to indicate when the content of a video is a paid Endorsement. Cameo shall provide clear rules and guidance to advise Sponsoring Advertisers

of the proper use of the Cameo Watermark or other disclosure method of materially similar design. Cameo need not provide a Cameo Watermark or other disclosure method of materially similar design on all Cameo videos, provided that Cameo otherwise complies with this Assurance, but an unaltered Cameo Watermark or other disclosure method of materially similar design that appears directly on the video shall be deemed under this Assurance to satisfy the Endorsement Compliance Standards.

- b. Presenting the following statement, or a materially similar statement, to each Endorser who attempts to fulfill, either through Respondent's websites or a version of Respondent's mobile applications released on or after the Effective Date, an Endorser Campaign booking request:
 - i. Cameo's Terms of Service require that you comply with all applicable laws, rules, and regulations, including the Federal Trade Commission's "Guides Concerning the Use of Endorsements and Testimonials in Advertising." These Guides, as well as similar state laws, require that any commercial endorsements you provide through Cameo reflect only your honest opinions, findings, experiences, and beliefs, and that you do not misrepresent, expressly or by implication, that you (i) are an independent or ordinary user of any product, service, or business you are endorsing or (ii) have no material connection to the company whose product, service, or business you are endorsing.
- c. Presenting the following statement, or a materially similar statement, to each customer who attempts to book through Respondent's websites or mobile

applications at least one Endorser Campaign, and who is contractually permitted to use Cameo videos without a Cameo Watermark or a similar disclosure in the video that the content is an Endorsement:

- i. Cameo's Terms of Service require that you comply with all applicable laws, rules, and regulations, including the Federal Trade Commission's "Guides Concerning the Use of Endorsements and Testimonials in Advertising." These Guides, as well as similar state laws, provide that (i) whenever you display a Cameo video endorsing your product, service, or business, you must disclose clearly and conspicuously, and in close proximity to the video, any material connection between you and the celebrity appearing in the video and (ii) the celebrity in such a video must express only their honest opinions, findings, experiences, and beliefs and must not misrepresent they are an independent or ordinary user of the product, service, or business.

- d. Presenting the following statement, or a materially similar statement, to each customer who attempts to book through Respondent's websites or mobile applications at least one Endorser Campaign, and who is not contractually permitted to use Cameo videos without the Cameo Watermark or a similar disclosure in the video that the content is an Endorsement:

- i. Cameo's Terms of Service require that you comply with all applicable laws, rules, and regulations, including the Federal Trade Commission's "Guides Concerning the Use of Endorsements and Testimonials in Advertising." These Guides, as well as similar state laws, provide that

when a celebrity appears in a Cameo video endorsing your product, they must express only their honest opinions, findings, experiences, and beliefs and must not misrepresent they are an independent or ordinary user of the product, service, or business they endorse. They further provide that whenever you display such a video, you must disclose clearly and conspicuously, and in close proximity to the video, any material connection between you and the celebrity appearing in the video. Cameo's Terms of Service prohibit you from removing, altering, or obscuring the Cameo watermark, or any other disclosure that the content is an endorsement, that appears on or in any video that you receive through Cameo.

- e. Preventing each Endorser who is shown the statement set forth in subparagraph 18.b from completing, and each Sponsoring Advertiser from submitting, further Endorser Campaign booking requests until they have provided an acknowledgment of receipt of the statement described in subparagraphs 18.b, 18.c, or 18.d above (as applicable) and express agreement to comply with it. Such acknowledgment and agreement may be manifested, for example, by the accountholder agreeing to the applicable statement after being presented with the statement in its entirety followed by the option to agree to or decline the statement.
- f. Establishing, implementing, and thereafter maintaining programs and policies for monitoring and reviewing the representations and disclosures of Endorser Campaigns created with the assistance of Respondent's websites or mobile

applications for compliance with the Endorsement Compliance Standards.

These programs and policies shall include, at a minimum:

- i. For Endorser Campaigns where Respondent's personnel draft or substantively edit material portions of an Endorser Campaign booking request or substantively alter material portions of the content of the Endorsement video (each of which, for avoidance of doubt, does not include recommending or selecting Endorsers, implementing specific changes at a Sponsoring Advertiser's written instruction, or providing purely technical support):

- A. Prior to providing the resulting Endorsement video to its Sponsoring Advertiser, Respondent shall conduct an initial review of the booking request. If the request appears on its face to ask the Endorser to provide anything other than the honest opinions, findings, experiences, and beliefs of the Endorser and/or to misrepresent the Endorser's connection to the Sponsoring Advertiser, then Respondent shall notify the Sponsoring Advertiser of the non-compliance, refrain from releasing the Endorsement video to the Sponsoring Advertiser, and terminate and disqualify the Sponsoring Advertiser from participating in any current or future Endorser Campaigns through Respondent's website or mobile applications unless and until: a) the Endorser Campaign booking request at issue is revised to remedy any points of noncompliance; or b) both the

Endorser and Sponsoring Advertiser agree not to attempt to re-create the Endorsements at issue.

B. In the event Respondent identifies non-compliance as set forth in subparagraph 18.f.i.A above, Respondent shall conduct an additional review using the procedure set forth in subparagraph 18.f.i.A above of each Endorser Campaign booking request submitted by the same Sponsoring Advertiser over the following 30 days (not to exceed twenty-five (25) in total) for compliance with Endorsement Compliance Standards. If, based on such review, Respondent identifies further non-compliance of the sort set forth in subparagraph 18.f.i.A above, Respondent shall revoke the license for any Endorser Campaign video associated with such non-compliance, request that the Sponsoring Advertiser remove the video from all platforms on which it has been made public, and, in the case of two or more instances of non-compliance identified under this subparagraph, contractually prohibit for a minimum of six (6) months the Sponsoring Advertiser from creating through Respondent's websites or mobile applications any future Endorser Campaigns for the products or services of the brand(s) endorsed in the non-compliant Endorsement.

ii. For any other such Endorser Campaigns not the subject of subparagraph 18.f.i above, Respondent shall perform a periodic review

of a random selection of 5% of videos (for example, every twentieth completed booking) for which no Cameo Watermark or similar on-video disclosure is contractually required, not to exceed one hundred (100) videos in a given month, to determine to the extent feasible whether the video, when made publicly available, Clearly and Conspicuously discloses a Material Connection in Close Proximity to the Endorsement where required by the Endorsement Compliance Standards. Specifically, Respondent's review shall consist of (a) contacting the Sponsoring Advertiser for each randomly selected video by email to the address registered to their Cameo account or a similar method, asking them to provide any static, publicly accessible URLs where the randomly selected videos are currently being directed to the public, and (b) reviewing the video available at any such URLs provided. Where the Sponsoring Advertiser has shared the video on a third-party social media or advertising platform and has utilized such platform's advertising disclosures, Respondent need not take further action with respect to the video.

- iii. Respondent shall establish a reporting mechanism (by email or a similar method) for third parties to report Cameo videos that are not in compliance with Cameo's terms of service, including its requirement that users comply with the Federal Trade Commission's "Guides Concerning the Use of Endorsements and Testimonials in Advertising" and all other applicable laws. Such reporting mechanism shall be

referenced in Cameo's publicly available Community Guidelines and Help Center, currently available at <https://legal.cameo.com/communityguidelines> and <https://help.cameo.com>, respectively. Upon receiving an actionable report through this mechanism, Respondent shall investigate the reported content for compliance with the Endorsement Compliance Standards. To be actionable under this subparagraph, a submitted report must contain a static URL that uniquely identifies the allegedly non-compliant content that is readily found at such URL, and/or a directly linked and reproducible reference to a Cameo video. If the reported content consists of content shared on a third-party social media or advertising platform that utilizes such platform's advertising disclosures, Respondent need not take further action with respect to the reported content.

iv. If, based on a review described in subparagraphs 18.f.ii-iii above, Respondent has reason to believe that the reviewed Endorsement does not meet the Endorsement Compliance Standards, Respondent shall take the following actions:

A. Respondent shall immediately notify the Sponsoring Advertiser of the noncompliance with the Endorsement Compliance Standards. Respondent's notification shall be by email to the address registered to the Sponsoring Advertiser's Cameo account or a similar method, and shall request that the

Sponsoring Advertiser remove the Endorsement from all platforms on which it has been made public. Respondent's notification shall also request that the Sponsoring Advertiser submit to Respondent for review before it is made public any future re-publication or re-creation of the same Endorsement booked through the same Endorser, and that such re-publication or re-creation of the Endorsement remedy any points of noncompliance with the Endorsement Compliance Standards; and

- B. Respondent will re-review each static URL originally reviewed within seven (7) days and, if the Sponsoring Advertiser has failed to remove the Endorsement or properly remedy the noncompliance as requested per subparagraph 18.f.iv.A above, shall (i) contractually prohibit for a minimum of six (6) months the Sponsoring Advertiser from creating through Respondent's websites or mobile applications any future Endorser Campaigns for the products or services of the brand(s) endorsed in the non-compliant Endorsement; and (ii) request any platforms, websites, cloud storage services, or other similarly publicly accessible services, as applicable, to remove such Endorsement from each static URL where Respondent has found that the Endorsement remains publicly accessible.

- v. In the event that Respondent identifies a noncompliant Endorsement as part of an Endorser Campaign created through Respondent's websites or mobile applications through the review described in subparagraphs 18.f.ii-iii, Respondent shall, for three (3) months following the date it identified the initial noncompliance, review using the procedure set forth in subparagraph 18.f.ii above a random sample of 25% (not to exceed one hundred (100) total) of any further Endorser Campaigns booked by the same Sponsoring Advertiser and for which no Cameo Watermark or similar on-video disclosure is contractually required, for compliance with the Endorsement Compliance Standards.
- vi. For any Sponsoring Advertiser who Respondent identifies as having failed to comply with the Endorsement Compliance Standards as set forth above, upon Respondent identifying any subsequent two instances of an Endorsement failing to comply with the Endorsement Compliance Standards, Respondent shall contractually prohibit the Sponsoring Advertiser from booking any future Endorser Campaigns for the Endorsed product or service through Respondent's websites or applications for a minimum of six (6) months.

19. Respondent shall create and maintain records sufficient to show compliance with the requirements of paragraph 18 above, and shall retain each such record for five (5) years. Respondent shall produce such records to the NYAG for inspection and copying on reasonable request. The records to be retained shall include, but are not limited to:

- a. Screenshots of Respondent's mobile or web application showing representative user interface for the statements and acknowledgements made pursuant to the requirements of subparagraphs 18.b-e above;
- b. Records documenting the date, Sponsoring Advertiser, and unique booking identifier of each Endorser Campaign reviewed by Respondent pursuant to the requirements of subparagraph 18.f above, as well as the results of those reviews; and
- c. Records of all actions taken by Respondent in response to noncompliance discovered pursuant to the requirements of subparagraph 18.f above, including any consequences imposed by Respondent on advertisers as a result of noncompliance.

20. Every twelve (12) months for the three (3) years following the Effective Date of this Assurance, Respondent shall provide upon request to any Settling State a written report indicating, during the period for which the report applies: (i) the number of videos it reviewed pursuant to each video review requirement set forth in subparagraph 18.f; (ii) the number of notices it sent to Sponsoring Advertisers pursuant to each notification requirement set forth in subparagraph 18.f; and (iii) the number of contractual restrictions it applied to advertisers pursuant to each requirement set forth in subparagraph 18.f.

21. Respondent shall disclose to consumers how to initiate requests for Endorser Campaigns as opposed to requests for some other type of good or service. Respondent shall provide consumers with an automated refund of any booking fee, or instructions for obtaining such a refund, if a consumer's request is rejected as an improperly booked Endorser Campaign. Whenever the method of refund is fully within Respondent's control, Respondent shall make such refund

available to the consumer via the same payment method used for the consumer's booking request whenever possible.

PAYMENT

22. The payment amount due from Cameo to the Settling States under this Assurance and materially similar settlement documents or Assurances of Voluntary Compliance with the other Settling States totals \$600,000.00.

23. Due to Cameo's inability to pay \$600,000.00, as demonstrated by Cameo's 2021 and 2022 audited financial statements, and additional representations made about Cameo's financial status in October 2023, the Settling States and Cameo agree and stipulate that upon receipt of \$100,000.00 from Cameo, the Settling States shall suspend the remaining amount due.⁴ Payment to the State of New York shall be made in full within thirty (30) days of the Effective Date of this Assurance. Payment shall be made accordance with instructions provided by an NYAG representative and shall reference Assurance No. 24-047.

24. The Settling States' agreement to suspend the remaining amount is expressly premised upon the truthfulness, accuracy, and completeness of Cameo's financial documents submitted to the NYAG and its representation of its inability to pay, and upon Cameo's: (a) payment of \$100,000.00; (b) future material compliance with this Assurance's injunctive terms and all other non-monetary terms for a period of three (3) years; and (c) agreement to cooperate with the NYAG in connection with this action or any subsequent investigation related to the NYAG's investigation in this matter for a period of three (3) years. These documents and representations of Cameo include material information upon which the Settling States relied in negotiating and agreeing to this Assurance. If Cameo fails to make payment of \$100,000.00, fails

⁴ Said payment shall be divided and paid by Cameo directly to the specified states in an amount designated by the Settling States and communicated to Cameo by the Texas Attorney General.

to materially comply with this Assurance at any time within three (3) years of the Effective Date, or makes any material misstatement or omission in any representation related to this Assurance to the Settling States at any time within three (3) years of the Effective Date, the Settling States may pursue collection efforts on the full balance of \$600,000.00, plus interest computed from the Effective Date.

25. In the event that Cameo files bankruptcy within 91 days after making any payment pursuant to this Assurance, Cameo shall remain liable for the full balance of \$600,000.00. The claim for \$600,000.00 may be asserted by the Settling States in any proceeding to enforce this Assurance, whether through execution, garnishment, or other legal proceedings, or through a proof of claim in any bankruptcy proceeding filed by Cameo.

GENERAL PROVISIONS

26. The Parties understand and agree that this Assurance shall not be construed as an approval or sanction by the NYAG of Respondent's business practices, nor shall Respondent represent that this Assurance constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the NYAG to take any action in response to information submitted pursuant to this Assurance shall not be construed as an approval or sanction of any representation, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

27. This Assurance is being entered into by the Parties for the sole purpose of compromising disputed claims without the necessity for protracted and expensive litigation, and this Assurance does not constitute an admission by Respondent of any violation of law or regulation.

28. To the extent there are any, Respondent agrees to pay all court costs associated with the filing (if legally required) of this Assurance. No court costs, if any, shall be taxed against the NYAG.

29. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Respondent. Respondent shall include in any such successor, assignment, or transfer agreement a provision that binds the successor, assignee, or transferee to the terms of the Assurance.

30. Nothing in this Assurance shall be construed to waive or limit any private rights, causes of action, or remedies.

31. Nothing in this Assurance shall be construed to limit the authority or ability of the NYAG to protect the interests of New York or the people of New York. This Assurance shall not bar the NYAG or any other governmental entity from enforcing any laws, regulations, or rules against Respondent. Further, nothing in this Assurance shall be construed to limit the ability of the NYAG to enforce the obligations that Respondent has under this Assurance.

32. Nothing in this Assurance shall be construed as relieving Respondent of the obligation to comply with all state and federal laws, regulations, and rules, nor shall any of the provisions of this assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

33. The Parties agree that, should any clause, provision, or section of this Assurance, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or provisions had not been contained herein.

34. Any failure by the NYAG to insist upon the strict performance by Respondent of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the NYAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by Respondent.

35. This Assurance sets forth the entire agreement between the Parties. Respondent represents that it has fully read and understands this Assurance, accepts the legal consequences involved in signing this Assurance, and that there are no other representations or agreements between the parties not stated in writing herein.

36. The assurances set forth in paragraphs 18 and 19 of this Assurance shall expire in five (5) years. The Parties agree that this Assurance shall not be modified or terminated except by written agreement signed by the Parties.

37. This Assurance may be executed by any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart thereof and all of which taken together shall constitute one and the same document. One or more counterparts of this Assurance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

NOTICE/DELIVERY OF DOCUMENTS

38. Whenever Respondent shall provide notice to the NYAG under this Assurance, that requirement shall be satisfied by sending notice to:

Jina John, Assistant Attorney General
or in her absence, to the person holding the title of Bureau Chief
Bureau of Internet & Technology
28 Liberty Street
New York, NY 10005

39. Any notices or other documents sent to Respondent pursuant to this Assurance shall be sent to the following address:

ATTN: Legal Department
Baron App, Inc. d/b/a Cameo
2045 West Grand Avenue, Suite B, PMB 71534
Chicago, IL 60612-1577
Copy to: generalcounsel@cameo.com

40. All notices or other documents to be provided under this Assurance shall be sent by U.S. mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been deemed to be sent upon mailing. Additionally, any notices or documents to be provided under this Assurance shall also be sent by electronic mail if any email address has been provided for notice. Any party may update its address by sending written notice to the other party.

Consented and agreed to by:

BARON APP, INC. d/b/a CAMEO

By:  _____ Date: 7/15/2024

Steven Galanis
CEO
Baron App, Inc. d/b/a Cameo
2045 West Grand Avenue, Suite B
PMB 71534
Chicago, IL 60612-1577
As Duly Authorized Representative of CAMEO

By:  _____ Date: 7/15/2024

Kandi Parsons
Shareholder
ZwillGen PLLC

1900 M Street NW Suite 250
Washington, DC 20036
Counsel to CAMEO

LETITIA JAMES
ATTORNEY GENERAL OF THE STATE OF NEW YORK

By:  _____

Jina E. John
Assistant Attorney General
Bureau of Internet and Technology
New York State Office of the Attorney General
28 Liberty Street
New York, NY 10005

7/16/2024

Date