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E-filing

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

EMC

cv10

5830

CRAIGSLIST, INC., a Delaware  
corporation,

Plaintiff,

v.

THOMAS G. MCGUIRE, a Florida  
resident,

Defendant.

Case No.

**PLAINTIFF CRAIGSLIST, INC.'S  
COMPLAINT FOR:**  
**(1) VIOLATION OF THE DIGITAL  
MILLENNIUM COPYRIGHT ACT, 17  
U.S.C. § 1201; (2) VIOLATION OF THE  
COMPUTER FRAUD AND ABUSE ACT,  
18 U.S.C. § 1030; (3) VIOLATION OF  
CALIFORNIA PENAL CODE § 502;  
(4) BREACH OF CONTRACT;  
(5) INDUCING BREACH OF CONTRACT;  
(6) INTENTIONAL INTERFERENCE  
WITH CONTRACTUAL RELATIONS;  
(7) FRAUD; AND (8) VIOLATION OF  
CAL. BUSINESS & PROFESSIONS CODE  
§ 17200**

**DEMAND FOR JURY TRIAL.**

ORIGINAL

## I. INTRODUCTION

1. craigslist, Inc. (craigslist") operates the website, www.craigslist.org, which provides online localized classified ad placements and related online services in 700 cities in 70 countries worldwide. craigslist is one of the most visited websites in the world, with more than 50 million Americans alone visiting the craigslist website each month, generating more than 20 billion page views, and posting more than 40 million free classified ads. The smooth operation and functional usability of the website is vital to craigslist and to the millions of people who rely on its services each and every day. Unfortunately, craigslist is required to expend significant resources in combating abuse by individuals who wish to profit by flooding craigslist with illegitimate advertisements and by otherwise conducting prohibited activities at the expense of craigslist and legitimate craigslist users.

2. Defendant is engaged in intentional for-profit abuse of craigslist that threatens the very operation of the services and communities that craigslist has built. Defendant develops, offers, markets and distributes illegal tools and services designed to greatly facilitate and amplify unauthorized and illegal uses of craigslist's classified services – at the expense of craigslist and legitimate craigslist users.

3. Defendant's ongoing activities burden craigslist's systems and services and damage craigslist's free local online marketplace communities as well as craigslist's reputation and goodwill.

4. craigslist brings this action to protect its services and the communities that rely on its services from being injured by an individual undermining and debasing craigslist's services in the pursuit of ill-gotten gains.

## II. JURISDICTION

5. The Court has jurisdiction over this action pursuant to:

a. 28 U.S.C. §§ 1331 and 1338, because this action alleges violations of federal statutes, including 17 U.S.C. § 1201, and 18 U.S.C. § 1030;



1 and around the San Francisco Bay Area. Thereafter, it quickly gained in popularity and scope as  
2 an online forum for free local classified ads.

3 12. craigslist incorporated in 1999.

4 13. craigslist maintains its headquarters in San Francisco, California, and the majority  
5 of servers on which the craigslist services operate are located in San Francisco.

6 14. The greater Bay Area, and specifically San Francisco, remains one of the largest  
7 communities of craigslist users.

8 15. Today, the craigslist website – [www.craigslist.org](http://www.craigslist.org) – is world renowned. It  
9 provides its free localized online classified ad services and forums in 700 cities in 70 countries  
10 worldwide, and is one of the most visited websites in the world. Each month more than 50  
11 million Americans visit the craigslist website, generating more than 20 billion page views and  
12 posting more than 40 million free classified ads.

13 **B. CRAIGSLIST'S WEBSITE AND CLASSIFIED AD SERVICES**

14 16. craigslist enables and allows users to review or post online local classified  
15 advertisements for various categories of products and services on the craigslist website.

16 17. The website is organized first by geographic area, and then by category of product  
17 or service within a geographic area. This organizational system ensures that craigslist remains a  
18 *localized* service so buyers know they will find products and services available in their  
19 communities. It also ensures that craigslist remains an *efficient* service so buyers' searches for  
20 particular types of products and services are not littered with irrelevant postings.

21 18. The categories within each geographic area (for example, jobs, personals, housing,  
22 furniture, cars, clothes, and vehicles) are displayed on discrete webpages as lists of posted ads.

23 19. An ad appears in a category list identified by a descriptive title created by the user  
24 who posted the ad.

25 20. When a new ad is posted, it is automatically placed at the top of the selected  
26 category list in the chosen geographic area. Existing ads move progressively lower in the list as  
27 new ads are posted at the top.

1           21.     This prioritization was implemented by craigslist as a simple method to achieve  
2 fair and efficient service to both buyers and sellers using craigslist. Every seller's ad receives  
3 initial positioning at the top of its list, and buyers seeking a product or service within a category  
4 see the most current ads first.

5           22.     Other than modest fees for ad postings for jobs in certain cities, realty in New  
6 York City and ads posted in the therapeutic services categories, craigslist provides services to the  
7 public free of charge.<sup>1</sup>

8       **C.     CRAIGSLIST'S TOU**

9           23.     craigslist's services and the craigslist website are governed by the craigslist TOU.  
10 The TOU are posted on the craigslist website, and users must affirmatively accept the TOU to  
11 post ads on craigslist and to create an account on craigslist.

12          24.     The TOU inform users that any authorized use of the craigslist site will use or  
13 cause to be used servers located in California.

14          25.     Similarly, the TOU state that the relationship between craigslist and its users will  
15 be governed by the laws of the state of California, and that by agreeing to the TOU, users agree to  
16 submit to the personal and exclusive jurisdiction of the courts located within the county of San  
17 Francisco, California.

18          26.     The TOU grant users a limited, revocable, nonexclusive license to access the  
19 craigslist website and use craigslist's services. The license limits the authorized uses of the  
20 website and services, and identifies types of uses that are not authorized. The TOU expressly  
21 provides that the limited license "does not include . . . access to the Service by Posting Agents"  
22 (third-party agents, services, or intermediaries that post content to craigslist on behalf of others).

23          27.     The TOU also set out reasonable estimates of craigslist's damages as liquidated  
24 amounts for particular violations of their terms and the craigslist license.

25          28.     At all times relevant, the TOU have, without limitation, prohibited the following  
26 activities:

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27       <sup>1</sup>       craigslist recently discontinued its adult category, for which posting fees had also been required in  
28 order to facilitate potential identification of persons of interest to law enforcement authorities in instances  
where illegal activity might be suspected.

- Repeatedly posting the same or similar content;
- Posting the same or similar content in more than one category;
- Posting the same or similar content in more than one geographic area;
- Posting ads on behalf of others, causing ads to be posted on behalf of others, and accessing craigslist services to facilitate posting ads on behalf of others;
- Using or serving as a Posting Agent to post ads;
- Attempting to gain unauthorized access to craigslist's computer systems or engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, craigslist's services or the craigslist website;
- Using any automated device or computer program that enables postings without each posting being entered manually (an "automated posting device"), including, without limitation, the use of any automated posting device to submit postings in bulk;
- Making available content that uses automated means (e.g., spiders, robots, crawlers, data mining tools, and the like) to download data from craigslist; and
- Sending unsolicited email advertisements to craigslist email addresses or through craigslist computer systems.

29. The TOU are attached to the Complaint as Exhibit A and are incorporated into the Complaint as if fully set forth herein.

#### **D. POSTING ADS ON CRAIGSLIST**

30. To post an ad on craigslist, a user must access the craigslist website and first select the appropriate geographic area in which to post his or her ad.

31. Upon clicking the selected geographic area option, the user is presented with a webpage specific to that geographic area. From that webpage, a user seeking to post an ad must click a link titled "post to classifieds."

32. At the resulting display page, the user chooses the appropriate genre of posting from a list for that geographic area (for example, job offered, housing offered, housing wanted, for sale, item wanted, personal/romance, or community). A highlighted and italicized notice at the top of this webpage reminds users, as stated in the TOU, that "cross-posting to multiple cities or categories is not allowed."

1           33.     After selecting the appropriate genre, the user is presented with a list of categories  
2 for ads in that genre in that geographic area (for example, categories under "for sale" ads in  
3 Seattle, Washington, include, without limitation, auto parts, bicycles, boats, collectibles,  
4 electronics, jewelry, musical instruments, and tools), and must select an appropriate category for  
5 his or her ad.

6           34.     After selecting the appropriate category, the user specifies from a list the nearest  
7 location within the geographic area, but a notice at the top of this webpage also alerts the users  
8 that "*there is no need to cross-post to more than one area - doing so may get you flagged and/or*  
9 *blocked - thanks!*"

10          35.     On the subsequent page, the user creates the title, price, description and other  
11 details for the ad, and provides an email address for replies to the ad. (craigslist anonymizes the  
12 email address when the ad is posted and relays replies to the user's genuine email address.)

13          36.     After verifying the content of the ad, the user is required to affirmatively accept  
14 craigslist's TOU before the ad is posted.

15          37.     If the user declines the TOU, the ad is not posted.

16          38.     If the user accepts the TOU, the user receives a screen display that requires the  
17 user to respond to a CAPTCHA ("Completely Automated Public Turing test to tell Computers  
18 and Humans Apart") challenge (explained below). If the CAPTCHA challenge is successfully  
19 completed, an email is sent to the user's email address with links that allow the user to finally  
20 post, edit, or delete the ad.

21          39.     To help users manage their ads, craigslist enables each user to create an account.

22          40.     To create a craigslist account, a user must provide a valid email address and  
23 affirmatively accept craigslist's TOU. To post ads in certain categories, a phone verified account  
24 is needed, requiring the account creator to provide a valid telephone number (explained further  
25 below).

26          41.     Users with a craigslist account can post ads through an abbreviated process using  
27 their account.

1 **E. CRAIGSLIST SECURITY MEASURES**

2 42. craigslist employs a number of security measures to protect the craigslist website,  
3 the integrity and operation of craigslist's systems and services, and craigslist users.

4 43. One such measure is the creation of temporary, anonymous email addresses for  
5 replies to ads posted by users.

6 44. craigslist assigns a unique craigslist email address, in the form of sale-  
7 xxxxxxxx@craigslist.org, to each advertisement posted by a user. Emails sent to this craigslist  
8 email address are automatically forwarded by craigslist to the user's personal email address  
9 (provided when the user posts the ad or creates a craigslist account).

10 45. This system avoids publication of users' personal email addresses, but still allows  
11 users to receive replies in their personal email accounts. It protects users' privacy and makes it  
12 more difficult for spammers to obtain users' email addresses.

13 46. Another technological measure employed by craigslist to regulate access to its  
14 website and service is telephone verification of accounts.

15 47. This measure is designed to prevent repetitious, unauthorized, unlawful and  
16 abusive postings on craigslist by requiring users to link a valid telephone number to a registered  
17 account in order to post ads in certain instances.

18 48. When telephone verification is mandated, craigslist requires the user to enter a  
19 valid telephone number in a specified box on the craigslist website. craigslist then sends a  
20 temporary passcode to that telephone number, and the user must enter the temporary password on  
21 the craigslist website.

22 49. If the telephone number is not verified, the telephone verified account is not  
23 created and the user is unable to post ads in categories that require a telephone verified account.

24 50. Another security measure employed by craigslist is the use of a verification  
25 program commonly known as CAPTCHA. CAPTCHA is designed to ensure that a human, not a  
26 machine, completes a certain task.

1 51. craigslist uses a CAPTCHA to ensure that ads are posted manually (as required by  
2 the TOU) and not by automated means. To post an ad, a user must first timely solve a  
3 CAPTCHA.

4 52. When a user creates an account or posts an ad, the user is presented with a  
5 webpage displaying a challenge-response test that appears in the form of a box containing  
6 partially obscured characters that the user must type into a designated box – this is the  
7 CAPTCHA. As shown in the example below, in craigslist's CAPTCHA, the characters of words  
8 are obscured so a person can read them, but computer programs, bots and other automated  
9 devices usually cannot.



12  
13  
14 53. If the CAPTCHA is not timely solved, the post or creation of an account on  
15 craigslist is not completed.

16 54. craigslist also uses various technological tools to detect and remove ads that have  
17 been abusively cross posted in multiple categories or multiple areas, or that are repetitively posted  
18 to stay at or near the top of a chosen list or lists. In order to prevent improper bulk posting,  
19 craigslist also employs technological tools to try to enforce posting limits per individual account,  
20 email address, and IP address.

## 21 **F. CRAIGSLIST'S COPYRIGHTS**

22 55. craigslist is committed to providing users with an easy-to-understand, easy-to-  
23 navigate forum to post and locate ads in local communities. To that end, the craigslist website  
24 provides uncluttered interfaces and displays for user input, searches and results.

25 56. craigslist's website is, by design, uniquely distinctive in its clarity, composition  
26 and simplicity. Among the significant unique elements of the craigslist website are the clear and  
27 simple craigslist account registration and log-in features, and the clear and simple post-to-  
28 classified features.

1 57. The website embodies craigslist's mission to provide local online marketplace  
2 communities that are predominantly free, friendly, and easy to use. The simplicity and clarity of  
3 the craigslist website are fundamental to craigslist's reputation and garner substantial and valuable  
4 goodwill with users.

5 58. As an online venture, the intellectual property related to the craigslist website is a  
6 vital asset to craigslist.

7 59. craigslist's website is a work of authorship protected by copyright law.

8 60. craigslist owns all right, title, and interest, including copyrights, in and to its  
9 website, including, but not limited to, the post-to-classifieds, account registration and account  
10 log-in expressions and compilations.

11 61. The craigslist website displays copyright notices.

12 62. craigslist has registered copyrights in its website, including, but not limited to, the  
13 post-to-classifieds, account registration and account log-in features of the website. These  
14 registrations include:

15 Reg. No.	Reg. Date	Title
16 TX0006866660	September 19, 2008	Accounts.craigslist.org 2004.
17 TX0006866658	September 19, 2008	Accounts.craigslist.org 2008.
18 TX0006866657	September 19, 2008	Craigslist website 2006.
19 TX0006866662	September 19, 2008	Post.craigslist.org 2004.
20 TX0006866661	September 19, 2008	Post.craigslist.org 2008.

21  
22 **G. ILLICIT MASS POSTING AND ABUSE OF PHONE VERIFIED ACCOUNTS**

23 63. High volume posting services, Posting Agents, and the marketing and misuse of  
24 auto-posting software and phone verified accounts to permit mass or bulk postings threaten  
25 craigslist's simple, fair, and efficient classified ad posting and listing system. Posting Agents,  
26 auto-posting software, or use by a single customer of multiple phone verified accounts, enable the  
27 repetitious posting of duplicative ads within a category on craigslist to keep the ad at or near the  
28

1 top of the category list. They also enable postings in multiple categories on craigslist and in  
2 multiple geographic areas.

3 64. Posting Agents, auto-posting software, or use by a single customer of multiple  
4 phone verified accounts load craigslist's classified ad services with hundreds or thousands, or  
5 even millions, of illegitimate ads that are redundant, miscategorized and/or improperly located.

6 65. Repetitious posting of an ad, posting an ad in multiple categories, and posting an  
7 ad in more than one geographic area are all expressly prohibited by the craigslist TOU. The TOU  
8 also expressly prohibit the use of any automated posting devices or Agents, including, but not  
9 limited to computer programs, that enable posting ads without manually entering each one.

10 66. Posting Agents, auto-posting software, or use by a single customer of multiple  
11 phone verified accounts, disrupt craigslist's services by clogging craigslist with numerous  
12 advertisements for the same products or services or with ads for irrelevant products or services.  
13 These activities and bulk postings degrade craigslist user experiences and cause harm to  
14 craigslist's reputation as a fast, efficient, and fair platform for sellers to advertise and buyers to  
15 locate local items and services.

16 67. Bulk posting through the use of Posting Agents, auto-posting software, or abuse of  
17 phone verified accounts impairs the efficiency and ease-of-use of craigslist services for legitimate  
18 users by causing displays of illegitimate, irrelevant, non-local and/or duplicative ads that users are  
19 forced to sift through to find legitimate non-redundant ads. Ads that are repeatedly posted using  
20 these prohibited techniques also inequitably displace new ads legitimately placed at the top of a  
21 category list. The posting of ads in multiple categories or multiple geographic areas subverts  
22 users' expectations that they will find only ads regarding particular products or services within a  
23 certain category and that they will find only ads for *local* products or services within a given  
24 geographic area.

25 68. In addition, bulk posting by means of Posting Agents, auto-posting software, and  
26 fraudulent use of phone verified accounts imposes heavy burdens on craigslist's computer systems  
27 and personnel. It creates heightened demands on craigslist's computers and systems, and causes  
28 craigslist to expend time and resources and incur additional costs in order to continue to provide

1 its users with reliable, efficient service despite the high volumes of illegitimate ads. But for  
2 craigslist's continuous efforts and expenditures to thwart its deleterious impacts, bulk posting  
3 using these prohibited techniques would overwhelm craigslist's computers and systems,  
4 effectively eliminate legitimate ads from the site, and degrade the user experience for legitimate  
5 users by increasing craigslist's response time to legitimate users' requests, decreasing craigslist's  
6 performance and ability to process the increased volume of ads, and frustrating legitimate users,  
7 resulting in large numbers of users abandoning craigslist.

8 69. To continue to profit from his sale of unauthorized, unlawful bulk posting products  
9 and services despite craigslist's effort to bar them, Defendant has and continues to intentionally  
10 circumvent technological security measures implemented by craigslist to regulate access to its site  
11 and stop bulk posting, including telephone verification and posting limits per individual account,  
12 email address, and IP address. Indeed, whenever craigslist implements a new protective measure,  
13 Defendant is deterred only as long as it takes him to devise an illegitimate means of  
14 circumventing the new measure.

15 **H. DEFENDANT'S POSTING SERVICES AND CREATION, USE, AND SALE OF**  
16 **PHONE VERIFIED ACCOUNTS TO CIRCUMVENT SECURITY MEASURES**

17 70. Defendant develops, offers, markets, sells, and engages in third party posting  
18 services in violation of craigslist's TOU, and routinely circumvents craigslist's technological  
19 security measures in order to do so, including particularly the phone verified account protocol  
20 established by craigslist to regulate access to sections of its websiste and prevent improper bulk  
21 posting. In addition, Defendant directly and intentionally induces and assists others in  
22 circumventing craigslist's security measures in order to engage in improper bulk posting in  
23 violation of the craigslist TOU.

24 71. For example, Defendant advertises: "I am now offering my Craigslist posting  
25 services," and "I am offering my services of creating Craigslist Phone Verified Accounts (PVAs).  
26 I am very experienced in this field and have many positive reviews for my work. . . . I am able to  
27 handle high volumes with a VERY short lead time -- no orders too large."  
28

1           72. Defendant maintained a website dedicated entirely to the marketing and sale of  
2 craigslist phone verified accounts ("PVAs") at www.tommysc.com. In addition, Defendant  
3 currently cooperates with another party to market and sell PVAs through a website at  
4 www.pvasuperman.com. Through these websites, Defendant has sold and continues to sell PVAs  
5 for the purpose of knowingly and intentionally inducing and facilitating the circumvention by  
6 others of the phone verification protocol that craigslist has put in place to regulate access to its  
7 website and services. As advertised on Defendant's www.tommysc.com website, "All accounts  
8 are sealed, rested, scanned and ready for your post anytime." Defendant's  
9 www.pvasuperman.com relates that "Two Craigslist industry leaders [have] teamed up to offer  
10 you a reliable buying place to get your phone verified accounts. TommySC and CLAD Genius  
11 now offer you a marketplace as the #1 PVA provider on the internet."

12           73. Defendant also markets his PVAs through various online forums, where he has  
13 stated that he regularly sells large numbers of PVAs. Indeed, he has boasted that "I have a  
14 reputation for these and have yet to have an unsatisfied buyer."

15           74. Defendant has explained the method by which he repeatedly creates hundreds or  
16 thousands of PVAs to be sold and used under false pretenses to facilitate improper bulk postings  
17 on craigslist: "my family owns a chain of telemarketing offices. Each office has between 200-300  
18 phones all with unique numbers. On Sat and Sundays I go to these offices and verify all the  
19 phones when no on[e] is working at them. This nets me around 200-600 accounts per weekend  
20 which I [s]ell throughout the week." On information and belief, by misusing this telemarketing  
21 infrastructure in this way, Defendant has become well known as a trafficker of PVAs, making  
22 them available for the purpose of circumventing one of craigslist's most important technological  
23 measures to restrict access to portions of its website and services.

24           75. Defendant has charged a variety of prices for the PVAs that he creates, ranging  
25 from approximately \$4.00 per account to as much as \$6.95 per account, with discounts offered for  
26 large volume purchases. Defendant also frequently assures buyers that he is available to answer  
27 questions and assist them in using the PVAs to ensure that their postings on craigslist are  
28 successful. Indeed, Defendant has offered his consulting services for an hourly fee to assist

1 others and has provided, and continues to provide, advice and assistance to others for the precise  
2 purpose of circumventing craigslist's security measures and its TOU in order to generate improper  
3 bulk postings.

4 76. In addition to intentionally inducing and facilitating the efforts of others to violate  
5 the craigslist TOU in this way, Defendant has used, and on information and belief continues to  
6 use, the PVAs he has created to improperly post large numbers of ads himself in violation of the  
7 craigslist TOU. Defendant has publicly stated that he "post[s] an average of 50-100 ADs a day ...  
8 no less than 5 days a week." In serving as a Posting Agent and promoting his posting service,  
9 Defendant has further stated that he "will post any ADs for 20 cents per each, possibly less for  
10 volume." He has assured his prospective customers that "I am very good at it, and will very  
11 rarely get removed [by craigslist's security measures]."

12 77. Defendant accessed, and on information and belief continues to access, the  
13 craigslist website to engage in his illicit posting services for third parties and improper bulk  
14 posting for his own commercial benefit in violation of the craigslist TOU.

15 78. In obtaining such access, Defendant has circumvented, and on information and  
16 belief continues to circumvent, technological measures that were put in place by craigslist to  
17 effectively control access to its copyrighted website. As such, Defendant's acts were and are  
18 unauthorized or in excess of authorization for access to and use of the craigslist website, services,  
19 computers and systems.

20 79. On information and belief, Defendant was required to affirmatively agree to and  
21 accept, and did affirmatively agree to and accept, craigslist's TOU at one or more times when he  
22 accessed the craigslist website and services.

23 80. On information and belief, each time Defendant affirmatively accepted and agreed  
24 to abide by craigslist's TOU, Defendant intended to violate the TOU and concealed his intent to  
25 violate the TOU from craigslist.

26 81. On information and belief, Defendant understood that craigslist's principal place of  
27 business is located in San Francisco, that craigslist's computers are primarily located in San  
28

1 Francisco, and that any access to and use of the craigslist website and services would affect  
2 craigslist and its computers.

3 82. Defendant's actions described above were and are knowing, intentional, willful,  
4 malicious and fraudulent.

5 83. Defendant also knowingly, willfully, intentionally, fraudulently, and maliciously  
6 induces, encourages, and substantially assists other craigslist users to circumvent craigslist's  
7 technological access controls, abuse craigslist's systems and services, and violate the craigslist  
8 TOU. Specifically, on information and belief, Defendant knowingly and willfully induced,  
9 encouraged, substantially assisted and facilitated third parties to post large numbers of ads on the  
10 craigslist website, even though Defendant knows that doing so involves accessing craigslist's  
11 computer systems and servers without authorization, circumventing the technological measures  
12 that craigslist has put in place to effectively control access, and violating craigslist's TOU.

13 84. On information and belief, Defendant's illicit posting services and fraudulently  
14 generated PVAs have been purchased and utilized by California residents, among others.

15 **I. CRAIGSLIST'S INJURIES**

16 85. Defendant's unlawful, unfair, and fraudulent practices burden, interfere with and  
17 harm craigslist's systems, services, and resources; burden, interfere with and harm craigslist's  
18 relationship, reputation, and goodwill with legitimate users; and violate numerous provisions of  
19 the TOU.

20 86. Defendant has caused craigslist to incur substantial costs to investigate, remediate,  
21 prevent, and combat Defendant's unlawful, unfair and fraudulent practices, bulk postings, and  
22 misuse of phone verified accounts, and Defendant's unauthorized access to and use of craigslist's  
23 systems and services, and to investigate, remediate, and prevent harm to craigslist's computer  
24 systems and services caused by Defendant. These costs constitute injury in fact and lost money  
25 directly and proximately caused by Defendant's acts complained of herein.

26 87. For example, the increased load and burden on craigslist's servers, and the burden  
27 on craigslist's personnel to develop counter measures, investigate incidents, remove unauthorized  
28

1 ads, and address user complaints as a result of Defendant's improper mass postings and activities  
2 cost craigslist well in excess of \$5,000 per year.

3 88. Damages and losses incurred by craigslist include, without limitation, interference  
4 with proper and efficient service to legitimate users; requiring craigslist to undertake  
5 extraordinary actions to monitor and enhance website infrastructure; and significantly increasing  
6 costs of computer hardware, software, bandwidth, co-location fees, troubleshooting, customer  
7 service, and systems maintenance.

8 89. Furthermore, the harm to craigslist's relationships, reputation and good will with  
9 legitimate users is real and irreparable.

10 90. For example, users have blamed craigslist for interference with the fair and  
11 efficient operation of craigslist services caused by improper bulk posting, and have accused  
12 craigslist of conspiring with parties responsible for such conduct, like Defendant. Users who  
13 become frustrated by posting abuses on craigslist may stop using craigslist and never return.  
14 Such injuries to craigslist cannot be compensated by monetary damages and are irreparable.

15 91. The craigslist TOU include a liquidated damages provision to compensate  
16 craigslist for harm and injury from certain unauthorized and prohibited activities.

17 92. Under the TOU's liquidated damages provision, as a result of his violations,  
18 Defendant is liable to craigslist for, among other relief and remedies, the following amounts:

- 19
- 20 • \$1,000 for each post or message that impersonated any person or entity, or falsely  
stated the affiliation of the sender with another person or entity;
  - 21 • \$100 for each message posted in excess of limits established by craigslist or each  
day that craigslist is accessed after craigslist terminates access to or use of the  
22 service; and
  - 23 • \$100 for each and every item posted by a Posting Agent.

24 93. craigslist is entitled to an injunction to stop Defendant's unlawful activities and the  
25 irreparable harm they are causing craigslist. craigslist is also entitled to monetary damages,  
26 including but not limited to compensatory, exemplary, and/or liquidated damages, to compensate  
27 for the harm and injury Defendant has caused and continue to cause craigslist, to appropriately  
28

1 punish Defendant for his willful and malicious misconduct, and to deter others from engaging in  
2 similar misconduct.

3 **VI. CLAIMS FOR RELIEF**

4 **FIRST CLAIM FOR RELIEF**

5 **VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") 17**  
6 **U.S.C. § 1201, *ET SEQ.***

7 94. craigslist realleges and incorporates by reference all of the preceding paragraphs.

8 95. craigslist has registered copyrights in its website and specific portions thereof.

9 96. craigslist employs numerous technological measures, including, but not limited to,  
10 identification of recurrent IP addresses, CAPTCHAs and telephone verification systems, to  
11 effectively protect and control access to and use of its copyrighted website and/or portions  
12 thereof.

13 97. Defendant has circumvented and is circumventing technological measures that  
14 effectively control access to craigslist's copyrighted website and/or portions thereof. Defendant  
15 also has knowingly and willfully induced, facilitated, and substantially assisted others in doing so,  
16 and he continues to provide such inducement and assistance.

17 98. Defendant and/or others acting in concert with Defendant, manufactures, imports,  
18 provides, markets, offers to the public, or otherwise traffics in technology, products, services,  
19 devices, components, or parts thereof, that are primarily designed or produced for the purpose of  
20 circumventing technological measures that effectively control access to craigslist's copyrighted  
21 website and/or portions thereof.

22 99. On information and belief, Defendant's technology, products, services, devices,  
23 components, or parts thereof have no, or limited, commercially significant purpose or use other  
24 than to circumvent technological measures that effectively control access to the craigslist website  
25 and/or portions thereof.

26 100. As a result of Defendant's conduct alleged above, craigslist has been and will  
27 continue to be damaged in an amount to be proven at trial.  
28

1           101. Defendant's conduct also has caused irreparable and incalculable harm and injuries  
2 to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which  
3 craigslist has no adequate remedy at law.

4           102. craigslist is entitled to the range of relief provided by 17 U.S.C. §§ 1201-1203,  
5 including, but not limited to, injunctive relief, compensatory damages or statutory damages,  
6 punitive damages, and craigslist's costs and attorneys' fees in amounts to be proven at trial.

7                                   **SECOND CLAIM FOR RELIEF**  
8                                   **VIOLATION OF COMPUTER FRAUD AND ABUSE ACT**  
9                                   **18 U.S.C. § 1030**

10           103. craigslist realleges and incorporates by reference all of the preceding paragraphs.

11           104. craigslist's computers are involved in interstate and foreign commerce and  
12 communication, and are therefore protected computers under 18 U.S.C. § 1030(e)(2).

13           105. On information and belief, Defendant intentionally accessed craigslist's computers  
14 without authorization or in excess of authorized access, and through interstate or foreign  
15 communication, obtained information from craigslist's computers in violation of the Computer  
16 Fraud and Abuse Act ("CFAA"), 18 U.S.C. § 1030(a)(2)(C).

17           106. On information and belief, Defendant knowingly caused the transmission of a  
18 program, information, code, or command, and as a result of such conduct, intentionally caused  
19 damage without authorization to a protected computer in violation of the CFAA, 18 U.S.C.  
20 § 1030(a)(5)(A).

21           107. On information and belief, Defendant intentionally accessed a protected computer  
22 without authorization, and as a result of such conduct, recklessly caused damage and loss in  
23 violation of the CFAA, 18 U.S.C. § 1030(a)(5)(B) and (C).

24           108. Defendant's actions have caused loss to one or more persons, including, but not  
25 limited to craigslist, in a one year period aggregating at least \$5,000 in value in accordance with  
26 the CFAA, 18 U.S.C. § 1030(c)(4)(A)(i)(I).

27           109. Defendant's conduct has also caused irreparable and incalculable harm and injuries  
28 to craigslist, and, unless enjoined, will cause further irreparable and incalculable injury, for which  
craigslist has no adequate remedy at law.

110. Under the CFAA, 18 U.S.C. § 1030(g), craigslist is entitled to injunctive relief, compensatory damages, and other equitable relief.

**THIRD CLAIM FOR RELIEF**  
**VIOLATION OF CAL. PEN. CODE § 502**

111. craigslist realleges and incorporates by reference all of the preceding paragraphs.

112. craigslist is the owner or lessee of the computers, computer systems, computer network, computer programs, and data that operate the craigslist website and services.

113. Defendant has knowingly accessed and without permission taken, copied, and/or made use of data from craigslist's computers, computer systems and/or computer networks in violation of California Penal Code § 502(c)(2).

114. Defendant has knowingly and without permission used or caused to be used craigslist's computer services in violation of California Penal Code § 502(c)(3).

115. Defendant has knowingly and without permission accessed and added data to craigslist computers, computer systems and/or computer networks in violation of California Penal Code § 502(c)(4).

116. Defendant has knowingly and without permission disrupted or caused the disruption of craigslist's computer services and/or has knowingly and without permission denied or caused the denial of computer services to authorized users of craigslist's computers, computer services and/or computer networks in violation of California Penal Code § 502(c)(5).

117. Defendant has knowingly and without permission provided or assisted in the provision of a means of accessing craigslist computers, computer systems, and/or computer network in violation of California Penal Code § 502(c)(6).

118. Defendant has knowingly and without permission accessed or caused to be accessed craigslist computers, computer systems, and/or computer networks in violation of California Penal Code § 502(c)(7).

119. craigslist has suffered and continues to suffer damage as a result of Defendant's violations of the California Penal Code § 502 identified above.

1           120. Defendant's conduct also has caused irreparable and incalculable harm and injuries  
2 to craigslist (including, but not limited to, craigslist's reputation and goodwill), and, unless  
3 enjoined, will cause further irreparable and incalculable injury, for which craigslist has no  
4 adequate remedy at law.

5           121. Defendant willfully violated California Penal Code § 502 in disregard and  
6 derogation of craigslist's rights and the rights of legitimate craigslist users, and his actions as  
7 alleged above were carried out with oppression, fraud, and malice.

8           122. Pursuant to California Penal Code § 502(e), craigslist is entitled to injunctive  
9 relief, compensatory damages, punitive or exemplary damages, attorneys' fees, costs, and other  
10 equitable relief.

11                                   **FOURTH CLAIM FOR RELIEF**  
12                                   **BREACH OF CONTRACT**

13           123. craigslist realleges and incorporates by reference all of the preceding paragraphs.

14           124. Use of the craigslist website and use of craigslist services are governed by and  
15 subject to the TOU.

16           125. At all relevant times, the main craigslist homepage and the homepage for each  
17 geographic region have provided links to the TOU.

18           126. In addition, users are presented with the TOU and must affirmatively accept the  
19 TOU to register for a craigslist account to post ads.

20           127. In addition, users are presented with the TOU and must affirmatively accept the  
21 TOU before they can post an ad without an account.

22           128. On information and belief, Defendant affirmatively accepted and agreed to the  
23 TOU.

24           129. On information and belief, Defendant has repeatedly accessed and used craigslist's  
25 website and services, and thereby accepted the TOU.

26           130. On information and belief, Defendant affirmatively accepted the TOU by clicking  
27 the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when he set  
28 up accounts on craigslist.

1 131. On information and belief, Defendant affirmatively accepted the TOU by clicking  
2 the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when he  
3 posted ads on craigslist.

4 132. The TOU are binding on Defendant, who received consideration for his acceptance  
5 of the TOU in the form of a limited license to access and use the craigslist website and services.

6 133. Defendant's actions, as described above, have willfully, repeatedly, and  
7 systematically breached the TOU.

8 134. craigslist has performed all conditions, covenants, and promises required to be  
9 performed by it in accordance with the TOU.

10 135. Defendant's conduct has damaged craigslist, and caused and continues to cause  
11 irreparable and incalculable harm and injury to craigslist.

12 136. craigslist is entitled to injunctive relief, compensatory damages, liquidated  
13 damages under the TOU, attorneys' fees, costs and/or other equitable relief.

14 **FIFTH CLAIM FOR RELIEF**  
15 **INDUCING BREACH OF CONTRACT**

16 137. craigslist realleges and incorporates by reference all of the preceding paragraphs.

17 138. craigslist's TOU constitute a valid and existing contract between craigslist and  
18 craigslist users.

19 139. Defendant had knowledge of the TOU and of the valid and existing contracts  
20 between craigslist and craigslist users created by the TOU.

21 140. Defendant intended to induce users to breach their contracts with craigslist.

22 141. Users who were induced to utilize Defendant's products and services did in fact  
23 breach the TOU by acts, including, but not limited to:

- 24 • Repeatedly posting the same or similar content;
- 25 • Posting the same item or service in more than one category;
- 26 • Posting the same item or service in more than one geographic area;
- 27 • Gaining unauthorized access to craigslist's computer systems; and
- 28 • Using a Posting Agent to post to craigslist.

1 142. These breaches of the TOU were caused by Defendant's unjustified and wrongful  
2 conduct.

3 143. Defendant's conduct has damaged craigslist, and caused and continues to cause  
4 irreparable and incalculable harm and injury to craigslist.

5 144. craigslist is entitled to injunctive relief, compensatory damages, liquidated  
6 damages under the TOU, attorneys' fees, costs and/or other equitable relief.

7 145. craigslist is informed and believes that Defendant's conduct was undertaken with  
8 the intent to injure craigslist, or with a willful and conscious disregard of craigslist's rights, and  
9 constitutes clear and convincing evidence of oppression, fraud, and malice under California Civil  
10 Code § 3294. As a result, craigslist is entitled to an award of punitive damages against Defendant  
11 in an amount sufficient to deter him from future misconduct.

12 **SIXTH CLAIM FOR RELIEF**  
13 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**

14 146. craigslist realleges and incorporates by reference all of the preceding paragraphs.

15 147. craigslist's TOU constitute a valid and existing contract between craigslist and  
16 craigslist users.

17 148. Defendant had knowledge of the TOU and of the valid and existing contracts  
18 between craigslist and craigslist users created by the TOU.

19 149. Defendant committed intentional and unjustified acts designed to interfere with or  
20 disrupt the contracts between craigslist and craigslist users.

21 150. Defendant caused actual interference with or disruption of relationships between  
22 craigslist and craigslist users.

23 151. Defendant's conduct has damaged craigslist, and caused and continues to cause  
24 irreparable and incalculable harm and injury to craigslist.

25 152. craigslist is entitled to injunctive relief, compensatory damages, liquidated  
26 damages under the TOU, attorneys' fees, costs and/or other equitable relief.

27 153. craigslist is informed and believes that Defendant's conduct was undertaken with  
28 the intent to injure craigslist, or with a willful and conscious disregard for craigslist's rights, and

1 constitutes clear and convincing evidence of oppression, fraud, and malice under California Civil  
2 Code § 3294. As a result, craigslist is entitled to an award of punitive damages against Defendant  
3 in an amount sufficient to deter him from future misconduct.

4 **SEVENTH CLAIM FOR RELIEF**  
5 **FRAUD**

6 154. craigslist alleges and incorporates by reference all of the preceding paragraphs.

7 155. On information and belief, Defendant has repeatedly accessed and used craigslist's  
8 website and services, including, but not limited to, the post-to-classified, account registration and  
9 account log-in portions and services of the website, and, in doing so, represented to craigslist that  
10 he would comply with the TOU, and thus that he would not, among other things, post on behalf of  
11 third parties, post duplicative ads, post ads in multiple categories or multiple geographic areas, or  
12 otherwise abuse or interfere with the website or services.

13 156. On information and belief, Defendant affirmatively accepted the TOU by clicking  
14 the "ACCEPT the terms of use" option (not the "DECLINE the terms of use" option) when he set  
15 up accounts and/or posted ads on craigslist, and thereby expressly represented to craigslist that he  
16 would comply with the TOU, and thus that he would not, among other things, post on behalf of  
17 third parties, use automated devices, post duplicative ads, post ads in multiple categories or  
18 multiple geographic areas, or otherwise abuse or interfere with the website or services.

19 157. craigslist reasonably relied on Defendant's representations to provide Defendant  
20 with access to portions of the craigslist website and access to certain services offered on the  
21 craigslist website.

22 158. Defendant's representations that he would comply with the TOU were false.

23 159. Defendant has accessed and used the craigslist website and services, and, when he  
24 accepted the TOU, he intended to, and did, access and use the craigslist website and services in  
25 violation of the TOU as described above.

26 160. On information and belief, when Defendant accepted the TOU and accessed and  
27 used craigslist's website and services, he concealed from craigslist his true intention to violate the  
28 TOU.

1           161. As a result of Defendant's fraudulent representations and omissions, Defendant  
2 obtained information about the structure and operating features of craigslist's website and services  
3 to enable him to circumvent craigslist's security measures for the smooth operation of the service  
4 and the protection of craigslist's other customers.

5           162. Defendant's conduct has damaged craigslist, and caused and continues to cause  
6 irreparable and incalculable harm and injury to craigslist.

7           163. craigslist is entitled to injunctive relief, compensatory damages, liquidated  
8 damages under the TOU, attorneys' fees, costs and/or other equitable relief.

9           164. craigslist is informed and believes that Defendant's conduct was undertaken with  
10 the intent to injure craigslist, or with a willful and conscious disregard for craigslist's rights, and  
11 constitutes clear and convincing evidence of oppression, fraud, and malice under California Civil  
12 Code § 3294. As a result, craigslist is entitled to an award of punitive damages against Defendant  
13 in an amount sufficient to deter him from future misconduct.

14                               **EIGHTH CLAIM FOR RELIEF**  
15           **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200**

16           165. craigslist alleges and incorporates by reference all of the preceding paragraphs.

17           166. Defendant's conduct as described above constitutes unlawful, unfair, and  
18 fraudulent business acts or practices in violation of California Business and Professions Code  
19 § 17200.

20           167. As a direct and proximate result of Defendant's unlawful, unfair, and fraudulent  
21 acts or practices, craigslist has suffered actual injury in fact and lost money or property.  
22 Defendant's conduct has damaged craigslist, and caused and continues to cause irreparable and  
23 incalculable harm and injury to craigslist.

24           168. craigslist is entitled to injunctive relief, other equitable relief, and recovery of such  
25 damages as is available pursuant to law.  
26  
27  
28

1 **VII. PRAYER FOR RELIEF**

2 WHEREFORE, plaintiff craigslist, Inc. prays for the following relief:

3 1. A preliminary injunction and permanent injunction enjoining and restraining  
4 Defendant, his employees, representatives, agents, and all persons or entities acting in concert  
5 with him during the pendency of this action, and thereafter perpetually, from:

6 (a) Posting content to the craigslist website on behalf of others, causing  
7 content to be so posted, or accessing the craigslist website and service to post or facilitate posting  
8 content on behalf of others, and from inducing, encouraging, causing, assisting, aiding, abetting  
9 or materially contributing to any other person or entity doing the same;

10 (b) Repeatedly posting the same or similar content on craigslist, posting the  
11 same item or service in more than one category on craigslist, posting the same item or service in  
12 more than one geographic area on craigslist, and from inducing, encouraging, causing, assisting,  
13 aiding, abetting or materially contributing to any other person or entity doing the same;

14 (c) Circumventing technological measures that control access to craigslist's  
15 copyrighted website and/or portions thereof (including, but not limited to, creating and using  
16 phone verified accounts under false pretenses in order to permit bulk posting of ads on the  
17 craigslist website in a manner that violates the craigslist TOU), and from inducing, encouraging,  
18 causing, assisting, aiding, abetting or materially contributing to any other person or entity doing  
19 the same;

20 (d) Manufacturing, developing, creating, adapting, modifying, exchanging,  
21 offering, selling, distributing, providing, creating, importing, trafficking in, or using technology,  
22 products, services, devices, components, or parts thereof, that are primarily designed or produced  
23 for the purpose of circumventing technological measures that control access to or provide  
24 protection for craigslist's copyrighted website and/or portions thereof, including but not limited to  
25 phone verified accounts, and from inducing, encouraging, causing, assisting, aiding, abetting or  
26 materially contributing to any other person or entity doing the same;

27 (e) Accessing or attempting to access craigslist's computers, computer  
28 systems, computer network, computer programs, and data, without authorization or in excess of

1 authorized access as conditioned by the craigslist TOU, including, but not limited to, creating  
2 accounts or posting content on the craigslist website in a manner that violates the craigslist TOU,  
3 and from inducing, encouraging, causing, assisting, aiding, abetting or materially contributing to  
4 any other person or entity doing the same

5 (f) Misusing or abusing craigslist, the craigslist website, and craigslist services  
6 in any way prohibited by the craigslist TOU; and

7 (g) Accessing or using craigslist's website for any commercial purpose  
8 whatsoever.

9 2. An order requiring Defendant to account for, hold in constructive trust, pay over to  
10 craigslist, and otherwise disgorge all profits derived by Defendant from his unlawful conduct and  
11 unjust enrichment, as permitted by law;

12 3. An order directing the transfer to craigslist of the domain names owned or  
13 operated by Defendant that are used for purposes of violating craigslist's TOU or substantially  
14 assisting others to violate craigslist's TOU;

15 4. An award to craigslist of damages, including, but not limited to, liquidated,  
16 compensatory, statutory, and punitive damages, as permitted by law;

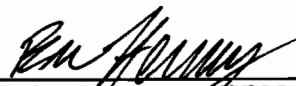
17 5. An award of prejudgment and post-judgment interest; and

18 6. An award to craigslist of its costs of suit, including, but not limited to, reasonable  
19 attorneys' fees, as permitted by law;

20 7. For such other relief as the Court deems just and proper.

21  
22 DATED: December 22, 2010

PERKINS COIE LLP

23 By:   
24 Brian Hennessy (SBN 226721)  
25 BHennessy@perkinscoie.com  
26 Joseph M. McMillan (WA Bar No. 26527)  
JMcMillan@perkinscoie.com

27 Attorneys for Plaintiff craigslist, Inc.

## Exhibit A

craigslist > about > terms of use

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## CRAIGSLIST TERMS OF USE

## 1. ACCEPTANCE OF TERMS

craigslist provides a collection of online resources, including classified ads, forums, and various email services, (referred to hereafter as "the Service") subject to the following Terms of Use ("TOU"). By using the Service in any way, you are agreeing to comply with the TOU. In addition, when using particular craigslist services, you agree to abide by any applicable posted guidelines for all craigslist services, which may change from time to time. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with craigslist in any way, your only recourse is to immediately discontinue use of craigslist. craigslist has the right, but is not obligated, to strictly enforce the TOU through self-help, community moderation, active investigation, litigation and prosecution.

## 2. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the TOU at:

<http://www.craigslist.org/about/terms.of.use.html>

## 3. CONTENT

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item ("Item") of Content that you post, email or otherwise make available via the Service. You understand that craigslist does not control, and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the craigslist site and Content available through the Service may contain links to other websites, which are completely independent of craigslist. craigslist makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will craigslist be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that craigslist does not pre-screen or approve Content, but that craigslist shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the TOU or for any other reason.

## 4. THIRD PARTY CONTENT, SITES, AND SERVICES

The craigslist site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of craigslist, including web sites, directories, servers, networks, systems, information

and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that craigslist shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that craigslist is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release craigslist, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

#### 5. NOTIFICATION OF CLAIMS OF INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify craigslist's agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at

abuse@craigslist.org

or:

Copyright Agent  
craigslist  
1381 9th Avenue  
San Francisco, CA  
94122

Please provide our Agent with the following Notice:

- a) Identify the material on the craigslist site that you claim is infringing, with enough detail so that we may locate it on the website;
- b) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- c) A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
- d) Your address, telephone number, and email address; and
- e) Your physical or electronic signature.

craigslist will remove the infringing posting(s), subject to the the procedures outlined in the Digital Millenium Copyright Act (DMCA).

#### 6. PRIVACY AND INFORMATION DISCLOSURE

craigslist has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address:

[http://www.craigslist.org/about/privacy\\_policy](http://www.craigslist.org/about/privacy_policy)

Your use of the craigslist website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that craigslist may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the TOU; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of craigslist, its users or the general public.

#### 7. CONDUCT

You agree not to post, email, or otherwise make available Content:

- a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b) that is pornographic or depicts a human being engaged in actual sexual conduct including but not limited to (i) sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex, or (ii) bestiality, or (iii) masturbation, or (iv) sadistic or masochistic abuse, or (v) lascivious exhibition of the genitals or pubic area of any person;
- c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d) that violates the Fair Housing Act by stating, in any notice or ad for the sale or rental of any dwelling, a discriminatory preference based on race, color, national origin, religion, sex, familial status or handicap (or violates any state or local law prohibiting discrimination on the basis of these or other characteristics);
- e) that violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability.
- f) with respect to employers that employ four or more employees, that violates the anti-discrimination provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contract.
- g) that impersonates any person or entity, including, but not limited to, a craigslist employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.);
- h) that includes personal or identifying information about another person without that person's explicit consent;
- i) that is false, deceptive, misleading, deceitful, misinformative, or

constitutes "bait and switch";

j) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;

k) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;

l) that constitutes or contains any form of advertising or solicitation if: posted in areas of the craigslist sites which are not designated for such purposes; or emailed to craigslist users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests.

m) that includes links to commercial services or web sites, except as allowed in "services";

n) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by California law. A partial list of prohibited items for sale and prohibited services offered is provided at the following web address for your convenience:

<http://craigslist.org/about/prohibited.items.html>

o) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

p) that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or

q) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

r) contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;

s) "stalk" or otherwise harass anyone;

t) collect personal data about other users for commercial or unlawful purposes;

u) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by craigslist;

v) post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;

w) post the same item or service in more than one classified category or forum, or in more than one metropolitan area;

x) attempt to gain unauthorized access to craigslist's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the craigslist website; or

y) use any form of automated device or computer program that enables the submission of postings on craigslist without each posting being manually

entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.

z) use any form of automated device or computer program ("flagging tool") that enables the use of craigslist's "flagging system" or other community moderation systems without each flag being manually entered by the person that initiates the flag (an "automated flagging device"), or use the flagging tool to remove posts of competitors, or to remove posts without a good faith belief that the post being flagged violates these TOU;

#### 8. POSTING AGENTS

A "Posting Agent" is a third-party agent, service, or intermediary that offers to post Content to the Service on behalf of others. To moderate demands on craigslist's resources, you may not use a Posting Agent to post Content to the Service without express permission or license from craigslist. Correspondingly, Posting Agents are not permitted to post Content on behalf of others, to cause Content to be so posted, or otherwise access the Service to facilitate posting Content on behalf of others, except with express permission or license from craigslist.

#### 9. NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements to craigslist email addresses or through craigslist computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in California. Any unauthorized use of craigslist computer systems is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. Â§ 1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her agents to civil and criminal penalties.

#### 10. PAID POSTINGS

We may charge a fee to post Content in some areas of the Service. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the TOU. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the TOU.

#### 11. LIMITATIONS ON SERVICE

You acknowledge that craigslist may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that craigslist has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that craigslist reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that craigslist shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### 12. ACCESS TO THE SERVICE

craigslist grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include:  
(a) access to the Service by Posting Agents; or (b) any collection,

aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by craigslist. A limited exception to (b) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engine" does not include a website or search engine or other service that specializes in classified listings or in any subset of classifieds listings such as jobs, housing, for sale, services, or personals, or which is in the business of providing classified ad listing services.

craigslist permits you to display on your website, or create a hyperlink on your website to, individual postings on the Service so long as such use is for noncommercial and/or news reporting purposes only (e.g., for use in personal web blogs or personal online media). If the total number of such postings displayed or linked to on your website exceeds one hundred (100) postings, your use will be presumed to be in violation of the TOU, absent express permission granted by craigslist to do so. You may also create a hyperlink to the home page of craigslist sites so long as the link does not portray craigslist, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive matter.

craigslist offers various parts of the Service in RSS format so that users can embed individual feeds into a personal website or blog, or view postings through third party software news aggregators. craigslist permits you to display, excerpt from, and link to the RSS feeds on your personal website or personal web blog, provided that (a) your use of the RSS feed is for personal, non-commercial purposes only, (b) each title is correctly linked back to the original post on the Service and redirects the user to the post when the user clicks on it, (c) you provide, adjacent to the RSS feed, proper attribution to 'craigslist' as the source, (d) your use or display does not suggest that craigslist promotes or endorses any third party causes, ideas, web sites, products or services, (e) you do not redistribute the RSS feed, and (f) your use does not overburden craigslist's systems. craigslist reserves all rights in the content of the RSS feeds and may terminate any RSS feed at any time.

Use of the Service beyond the scope of authorized access granted to you by craigslist immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from craigslist.

### 13. TERMINATION OF SERVICE

You agree that craigslist, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if craigslist believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that craigslist shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. Sections 2, 4, 6 and 10-16 shall survive termination of the TOU.

### 14. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is

protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of craigslist. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of craigslist, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. CRAIGSLIST is a registered mark in the U.S. Patent and Trademark Office.

Although craigslist does not claim ownership of content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to craigslist an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Service, you automatically grant craigslist all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose.

#### 15. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE CRAIGSLIST SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE CRAIGSLIST SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAIGSLIST DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE CRAIGSLIST SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAIGSLIST DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE CRAIGSLIST SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE CRAIGSLIST SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAIGSLIST DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE CRAIGSLIST SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

#### 16. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CRAIGSLIST BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF CRAIGSLIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE CRAIGSLIST SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE CRAIGSLIST SITE OR THE SERVICE, FROM INABILITY TO USE THE CRAIGSLIST SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE CRAIGSLIST SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE CRAIGSLIST SITE OR THE SERVICE OR ANY LINKS ON THE CRAIGSLIST SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE CRAIGSLIST SITE OR THE SERVICE OR ANY LINKS ON THE CRAIGSLIST SITE. THESE LIMITATIONS SHALL

APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

#### 17. INDEMNITY

You agree to indemnify and hold craigslist, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another.

#### 18. GENERAL INFORMATION

The TOU constitute the entire agreement between you and craigslist and govern your use of the Service, superceding any prior agreements between you and craigslist. The TOU and the relationship between you and craigslist shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and craigslist agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco, California. The failure of craigslist to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### 19. VIOLATION OF TERMS AND LIQUIDATED DAMAGES

Please report any violations of the TOU, by flagging the posting(s) for review, or by emailing to:

abuse@craigslist.org

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for craigslist to pursue legal action to enforce these Terms, you will be liable to pay craigslist the following amounts as liquidated damages, which you accept as reasonable estimates of craigslist's damages for the specified breaches of these Terms:

a. If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay craigslist one thousand dollars (\$1,000) for each such message. This provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.

b. If craigslist establishes limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay craigslist one hundred dollars (\$100) for each message posted in excess of such limits or for each day on which you access craigslist in excess of such limits, whichever is higher.

c. If you send unsolicited email advertisements to craigslist email addresses or through craigslist computer systems, you agree to pay craigslist twenty five dollars (\$25) for each such email.

d. If you post Content in violation of the TOU, other than as described above, you agree to pay craigslist one hundred dollars (\$100) for each Item of Content posted. In its sole discretion, craigslist may elect to issue a warning before assessing damages.

e. If you are a Posting Agent that uses the Service in violation of the TOU, in addition to any liquidated damages under clause (d), you agree to pay craigslist one hundred dollars (\$100) for each and every Item you post in violation of the TOU. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service (the "Principal"), and the Principal (by engaging the Posting Agent in violation of the TOU) agrees to pay craigslist an additional one hundred dollars (\$100) for each Item posted by the Posting Agent on behalf of the Principal in violation of the TOU.

f. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without craigslist's express written permission, you agree to pay craigslist three thousand dollars (\$3,000) for each day on which you engage in such conduct.

Otherwise, you agree to pay craigslist's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, craigslist retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

## 20. FEEDBACK

We welcome your questions and comments on this document in the craigslist feedback forum:

<http://forums.craigslist.org/?forumID=8>