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ORIGINAL  
 FILED

JUL 20 2011

E-filing

RICHARD W. WIEKING  
 CLERK, U.S. DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

11 UNITED STATES DISTRICT COURT  
 12 NORTHERN DISTRICT OF CALIFORNIA  
 13 SAN FRANCISCO DIVISION

14 CV 11 3565 NC

15 CRAIGSLIST, INC., a Delaware  
 16 corporation,

17 Plaintiff,

18 v.

19 ERIC WALKER, a Colorado resident;  
 WALKER MARKETING LLC, a Colorado  
 20 limited liability company; JOHN DOE d/b/a  
 www.3monthpvas.com; JOHN DOE d/b/a  
 www.craigslist-verifiedaccounts.com; and  
 21 DOES 1 through 25, inclusive,

22 Defendants.

Case No.

23 **PLAINTIFF CRAIGSLIST, INC.'S  
 24 COMPLAINT FOR:**

- 25 (1) VIOLATION OF THE DIGITAL  
 MILLENNIUM COPYRIGHT ACT,  
 17 U.S.C. § 1201; (2) VIOLATION OF THE  
 26 COMPUTER FRAUD AND ABUSE ACT,  
 18 U.S.C. § 1030; (3) VIOLATION OF  
 CALIFORNIA PENAL CODE § 502;  
 (4) TRADEMARK INFRINGEMENT,  
 15 U.S.C. §§ 1114, 1125(A), (C) AND (D);  
 (5) TRADEMARK INFRINGEMENT  
 27 UNDER CALIFORNIA LAW; (6) BREACH  
 OF CONTRACT; (7) INDUCING BREACH  
 OF CONTRACT; (8) INTENTIONAL  
 INTERFERENCE WITH CONTRACTUAL  
 RELATIONS; (9) FRAUD; AND  
 (10) VIOLATION OF CAL. BUSINESS &  
 PROFESSIONAL CODE § 17200

28 **DEMAND FOR JURY TRIAL**

## I. INTRODUCTION

1  
2 1. craigslist ("CL") operates the website, www.craigslist.org, which provides online  
3 localized classified advertising and related online services (the website and services are referred  
4 to collectively herein as "craigslist").

5 2. People use craigslist to offer and locate housing, employment, furniture, and  
6 innumerable other goods, services, necessities and activities in their community. With the  
7 exception of posts to a small number of select categories, CL's services are entirely free to the  
8 public.

9 3. CL's website is one of the most visited websites in the world.

10 4. CL's classified service is renowned for its simplicity and ease of use. The service  
11 is designed – in principle and technologically – to provide a simple, fair and efficient method of  
12 advertising and locating items and services within a local community. This straightforward and  
13 equitable manner of operation is expected and relied upon by CL's millions of legitimate users  
14 and is vital to CL's goodwill, reputation and popularity.

15 5. Unfortunately, some people, including defendants, endeavor to exploit CL's  
16 services for their own greed and gain. Defendants develop, offer, and market products and  
17 services purposefully designed to perform or to enable illegitimate uses of CL's services.

18 6. Defendants' activities burden CL's systems and services, interrupt and impair its  
19 free online marketplace and interactive communities, and harm CL's reputation and goodwill.

20 7. Among other damages, Defendants' activities cost CL substantial financial  
21 expenses for additional, otherwise unnecessary, server capacity; repeatedly updated technological  
22 security measures; additional customer service and support, and investigation and enforcement  
23 activities.

24 8. CL brings this action to protect its services and the millions of well-intentioned  
25 users who rely on its services from the damage and detriment caused by Defendants' self-  
26 interested profiteering.

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## II. JURISDICTION

9. The Court has jurisdiction over this action:

3 a. Pursuant to 28 U.S.C. §§ 1331 and 1338, because the action alleges violations of  
4 federal statutes, including 17 U.S.C. § 1201, 18 U.S.C. § 1030 and 15 U.S.C. §§ 1114 and 1125;

5 b. Additionally or alternatively, pursuant to 28 U.S.C. § 1332, because there is  
6 diversity of citizenship between the parties and the matter in controversy exceeds the sum or  
7 value of \$75,000, exclusive of interest and costs; and

8 c. Pursuant to supplemental jurisdiction per 28 U.S.C. § 1367 over state law claims,  
9 because the alleged state claims are so related to causes in this action over which this Court has  
10 original jurisdiction that they form part of the same case and controversy under Article III of the  
11 United States Constitution.

## III. VENUE

13 10. Venue is proper in this District under 28 U.S.C. § 1391, because a substantial part  
14 of the events and omissions giving rise to the claims occurred in this District. As Defendants are  
15 aware, and, at all times relevant, were aware, CL resides with its principal place of business in  
16 this District. Among other acts, Defendants accessed and used CL's computers and servers in this  
17 District to develop, test, offer, operate and market their illicit businesses and activities. Moreover,  
18 Defendants' actions knowingly targeted CL in this District and caused CL to suffer technological,  
19 monetary and reputational harm and damages in this District.

20 11. In addition, Defendants assented to CL's Terms of Use ("TOU") when they  
21 accessed and used craigslist. Pursuant to the TOU, courts within the county of San Francisco,  
22 California, have exclusive jurisdiction over the parties' dispute.

23 12. Intradistrict Assignment is proper in the San Francisco Division of this Court  
24 pursuant to Civil Local Rules 3-5(b) and 3-2(c) for the reasons stated above.  
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#### IV. THE PARTIES

13. CL is a Delaware corporation with its principal place of business in San Francisco, California.

14. Defendant Eric Walker is an individual residing in Westminster, Colorado. Defendant Walker is an owner and operator of the websites www.3monthpvas.com and www.craigslist-verifiedaccounts.com.

15. Defendant Walker Marketing LLC is a Colorado limited liability company. Defendant Walker Marketing LLC is located at 3062 West 107th Place Unit B, Westminster, Colorado, 80031. Defendant Walker Marketing LLC is an entity associated with Defendant Walker as an owner or operator of the websites www.3monthpvas.com and www.craigslist-verifiedaccounts.com.

16. Defendant John Doe d/b/a www.3monthpvas.com, whose residence and/or principal place of business is unknown, is an individual and/or entity associated with Defendant Walker as a co-owner or operator of www.3monthpvas.com.

17. Defendant John Doe d/b/a www.craigslist-verifiedaccounts.com, whose residence and/or principal place of business is unknown, is an individual and/or entity associated with Defendant Walker as a co-owner or operator of www.craigslist-verifiedaccounts.com.

18. Does 1-25 ("Doe Defendants") are persons or entities responsible in whole or in part for the wrongdoing alleged herein. CL will amend this Complaint if and when the identities of such persons or entities and/or the scope of their actions become known.

19. Defendants Eric Walker, Walker Marketing LLC, John Doe d/b/a www.3monthpvas.com, John Doe d/b/a www.craigslist-verifiedaccounts.com, and each of the Doe Defendants (referred to collectively in this Complaint as "Defendants") participated in, ratified, endorsed, or were otherwise involved in and responsible for the acts complained of herein, and that they are liable for such acts.

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**V. FACTUAL ALLEGATIONS**

**A. THE CRAIGSLIST BACKGROUND**

20. craigslist was founded in San Francisco, California, in 1995. It grew out of an email list to share information about events in and around the San Francisco Bay Area. However, it quickly gained in popularity and scope, and soon developed into an online forum for free local classified advertising and community discussions.

21. CL was incorporated in 1999.

22. Today, CL provides one of the most visited websites in the world. CL provides its free localized online classified ad services and discussion forums in hundreds of cities worldwide. More than 50 million Americans alone visit the CL website and post more than 40 million ads each month.

23. To date, CL continues to maintain its headquarters in San Francisco, California. San Francisco is also its center of operations, and the majority of its computers and servers are located in San Francisco.

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

**B. THE CRAIGSLIST CLASSIFIED AD SERVICE**

25. Among its services, CL enables authorized users to post localized classified advertising on its website.

26. The classified ad service is organized first by geographic area, and then by category of product or service within that geographic area. This structure ensures that users who search for particular products or services know that responsive products or services are within their communities. It also ensures that users' search results are not littered with ads for irrelevant items or items in distant locations.

27. Ads are listed in a product or service category by a descriptive title created by the ad's author (the user who posted the ad).

1           28.    When a new ad is posted, it is automatically placed at the top of the list in the  
2 author's selected category in the chosen geographic area. Existing ads therefore move  
3 progressively lower in the list as new ads are posted.

4           29.    This prioritization system was implemented by CL to simply and fairly meet the  
5 aims of both buyers and sellers using craigslist. All sellers' ads receive initial positioning at the  
6 top of the chosen list, and buyers seeking a product or service within a category see the most  
7 current ads first.

8           30.    Other than modest fees for ad postings in a few select categories, CL provides  
9 classified ad services to the public free of charge and free of third-party marketing (e.g., banner  
10 ads, pop-up ads, and runners).

11    **C.    THE CRAIGSLIST TERMS OF USE**

12           31.    Any access to or use of craigslist is governed by CL's Terms of Use ("TOU")  
13 posted on the website.

14           32.    All users must affirmatively accept the TOU to post any ads on craigslist or to  
15 create an account on craigslist.

16           33.    The TOU explain that users are granted a limited, revocable, nonexclusive license  
17 to access and use craigslist in accordance with its terms. The TOU also identify types and  
18 examples of access and use that are unauthorized.

19           34.    At all times relevant, the TOU have prohibited access to and use of craigslist to  
20 conduct any of the following activities:

- 21           •    Repeatedly posting the same or similar content;
- 22           •    Posting the same or similar content in more than one category;
- 23           •    Posting the same or similar content in more than one geographic area;
- 24           •    Posting ads on behalf of others, causing ads to be posted on behalf of others, and  
25           accessing craigslist to facilitate posting ads on behalf of others;
- 26           •    Using or serving as a Posting Agent (a third-party agent, service, or intermediary  
27           that posts content to craigslist on behalf of others) to post ads;
- 28           •    Attempting to gain unauthorized access to CL'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;

- 1 • Using any automated device or computer program that enables postings without  
2 each posting being entered manually (an "automated posting device"), including,  
3 without limitation, the use of any automated posting device to submit postings in  
4 bulk; and
- 5 • Making available content that uses automated means (e.g., spiders, robots,  
6 crawlers, data mining tools, and the like) to download data from craigslist.

7 35. The TOU set out reasonable estimates of CL's damages as liquidated amounts for  
8 particular access and use contrary to the CL license and violative of the TOU restrictions,  
9 including the proscriptions above.

10 36. The TOU notify users of, among other things, the location of CL servers in  
11 California; the application of California law; and their submission to the personal and exclusive  
12 jurisdiction of San Francisco County, California, courts.

13 37. A copy of the TOU (as of the date of this filing and all preceding times relevant) is  
14 attached to the Complaint as Exhibit A and is incorporated into the Complaint as if fully set forth  
15 herein.

#### 16 **D. POSTING ADS AND CREATING ACCOUNTS**

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

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

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

27 41. After selecting the appropriate genre, the user is presented with a list of categories  
28 for ads in that genre within that geographic area (for example, categories under "for sale" ads in  
Seattle, Washington, include, without limitation, auto parts, bicycles, boats, collectibles,

1 electronics, jewelry, musical instruments, and tools), and must select an appropriate category for  
2 his or her ad.

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

7 43. On the subsequent page, the user creates the title, price, description and other  
8 details for the ad, and provides an email address for replies. (CL enables anonymization of user's  
9 the email address when an ad is posted but relays ad replies to the user's genuine email address.)

10 44. After verifying the content of the ad, the user is required to affirmatively accept  
11 CL's TOU before the ad is posted.

12 45. If the user declines the TOU, the ad is not posted.

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

18 47. To help users manage their ads, CL enables each user to create an account.

19 48. To create a craigslist account, a user must provide a valid email address and  
20 affirmatively accept CL's TOU. To post ads in certain categories, a phone-verified account is  
21 required (explained further below).

22 49. Users with a craigslist account can post ads in an abbreviated process through their  
23 account.

24 **E. TECHNOLOGICAL MEASURES TO SECURE CRAIGSLIST AND CL'S**  
25 **RIGHTS**

26 50. CL employs multiple technological security measures to protect the individuality  
27 of its website, to protect the integrity and operation of its systems and services, to protect the  
28 intellectual property rights in its website and services, and to protect the experience of its users.



1 **Phone-Verified Accounts (“PVAs”)**

2 51. A technological measure employed by CL to regulate access to and use of its  
3 website, services and rights is phone-verified accounts (“PVAs”).

4 52. PVAs are designed to prevent repetitious, unauthorized, unlawful and abusive  
5 postings on craigslist by requiring users to provide a valid telephone number in order to create an  
6 account to post ads in certain categories.

7 53. Creation of a PVA requires a user to provide a telephone number to which CL  
8 sends a temporary passcode that the user must enter on the website to complete creation of an  
9 account.

10 54. If the telephone number is not verified via the passcode, the account is not created  
11 and the user is unable to post ads in categories that require a PVA.

12 **CAPTCHAs**

13 55. Another technological measure employed by CL to protect access to and use of its  
14 site, services and rights is the verification program commonly known as a “CAPTCHA.”

15 56. A CAPTCHA challenge is designed to ensure that a human, not a machine,  
16 completes a certain task by requiring the deciphering of partially obscured words or characters  
17 that humans can read but computer programs, bots and other automated devices usually cannot.

18 57. CL uses CAPTCHAs to ensure that ads are posted manually (as required by the  
19 TOU) and not by automated means that enable abusive overposting to craigslist.

20 58. In the process to post an ad or create an account, the user is presented with a  
21 challenge-response test in the form of partially obscured characters that the user must read and  
22 type into a box – this is the CAPTCHA. An example is below.



25 59. To post an ad or create an account, a user must solve the CAPTCHA within a  
26 limited period of time. If the CAPTCHA is not timely solved, the ad post or account creation is  
27 not completed.

1 **IP Address Blocking**

2 60. CL also employs IP address blocking as an additional technological measure to  
3 regulate access to and use of its website and service.

4 61. CL will generally block multiple ads posted from the same IP address within a  
5 short time.

6 62. This blocking helps to stop abusive flooding with duplicative, unauthorized ads  
7 that crowd out orderly postings from legitimate users.

8 **Anonymized Email Addresses**

9 63. Additionally, as mentioned above, CL creates unique, temporary, anonymous  
10 email addresses for ads posted by users to receive replies.

11 64. The address take the form of sale-xxxxxxx@craigslist.org, but emails replies to  
12 these CL email addresses are automatically forwarded to the posting user's genuine, personal  
13 email address. This system avoids publication of users' personal email addresses but still allows  
14 users to receive replies in their personal email accounts.

15 65. It protects users' privacy and makes it more difficult for spammers to obtain users'  
16 email addresses.

17 **Other Technological Measures**

18 66. Other technological measures that CL employs include filters and other features to  
19 enforce posting limits per account and per email address; to detect and remove ads posted in  
20 multiple categories or multiple geographic areas; and to identify and preclude ads posted  
21 repetitively to stay at the top of a chosen list.

22 **F. CL'S COPYRIGHTS**

23 67. CL is committed to providing users with an easy-to-understand, easy-to-navigate  
24 forum to post and locate ads in local communities. To that end, CL created and displays its  
25 website and services with specifically uncluttered interfaces for user input, searches and results.

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

1           69.     The CL website and services embody CL's mission to provide local online  
2 communities for classified advertising and communications that are predominantly free, friendly,  
3 and easy to use. The simplicity and clarity of the craigslist user experience are fundamental to  
4 CL's reputation, and garner substantial and valuable goodwill with users.

5           70.     As an online venture, the intellectual property rights underlying craigslist are vital  
6 assets to CL and CL is careful to protect them.

7           71.     craigslist is a work of authorship protected by copyright law.

8           72.     CL owns all right, title and interest, including copyrights, in and to craigslist,  
9 including, but not limited to, the expressions of its website and services, and specifically  
10 including, but not limited to, the post to classifieds, account registration and account log in  
11 expressions and compilations, and CL copyright notices are displayed on the website.

12           73.     CL has registered copyrights in its website, including, but not limited to, the post-  
13 to-classifieds, account registration and account log-in features of the website. These registrations  
14 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.     CRAIGSLIST'S TRADEMARKS**

23           74.     CL also owns and carefully protects its federally-registered and common law  
24 rights in the CRAIGSLIST and related trademarks.

25           75.     The CRAIGSLIST mark has been used in commerce by CL since 1995. CL's use  
26 has been substantially continuous and exclusive.

1           76. CL has attained strong name recognition in the CRAIGSLIST mark. The mark has  
2 come to be associated with CL and identifies CL as the source of advertising, information,  
3 bulletin board and database services offered in connection with the mark.

4           77. CL has developed substantial goodwill in the CRAIGSLIST mark.

5           78. As noted previously, the CL website is one of the most visited websites in the  
6 world, and, in the United States alone, receives more than 40 million new posts each month.

7           79. Moreover, CL is also the owner of U.S. federal registrations nos. 2395628,  
8 2905107, 2985065, and 3008562 for the CRAIGSLIST mark, covering, inter alia, “[a]dvertising  
9 and information distribution services,” “online interactive bulletin boards for transmission of  
10 messages among computer users concerning classified listings,” and “on-line computer data bases  
11 and on-line searchable databases featuring information, classified listings and announcements.”  
12 CL has also registered the CRAIGSLIST mark in many other countries throughout the world.

13           80. CL considers the CRAIGSLIST mark among its most important and valuable  
14 assets.

15 **H. DEFENDANTS KNOWINGLY AND WILLFULLY VIOLATE CL’S TOU AND**  
16 **FEDERAL AND STATE LAW TO ILLICITLY PROFIT FROM CRAIGSLIST**

17           81. Defendants have developed, offered, marketed, sold, distributed, and trafficked in  
18 PVAs for no other purpose than to intentionally enable and induce other users to circumvent CL’s  
19 technological security measures to engage in improper bulk posting in violation of the CL TOU.  
20 Defendants also provide third-party Posting Agent services and engage in their own auto-posting  
21 in violation of CL’s TOU, and, in doing so, routinely circumvent CL’s technological security  
22 measures and violate CL’s rights, including intellectual property rights.

23 **Circumvention of CL’s Security Measures**

24           82. Defendants maintain a website that previously marketed and sold unauthorized  
25 PVAs in violation of CL’s TOU at [www.backlink-builder.com/craigslis-verified-accounts/](http://www.backlink-builder.com/craigslis-verified-accounts/).

26           83. On October 22, 2009, CL sent Defendant Eric Walker a letter demanding that he  
27 cease and desist his misuse of craigslist at [www.backlink-builder.com/craigslis-verified-](http://www.backlink-builder.com/craigslis-verified-)  
28

1 accounts/. The letter informed Defendant Walker that access to craigslist is governed by CL's  
2 TOU and that his marketing and selling of PVAs violated the TOU.

3 84. On October 30, 2009, CL sent Defendant Walker a follow-up email regarding the  
4 cease and desist letter. That same day Defendant Walker responded to the follow up email and  
5 stated, "I already took down the paypal [sic] so no one can send me anything from the site."

6 85. Subsequently, CL observed that PVAs were no longer marketed or sold at  
7 [www.backlink-builder.com/craigslist-verified-accounts/](http://www.backlink-builder.com/craigslist-verified-accounts/) and took no further action with respect to  
8 [www.backlink-builder.com/craigslist-verified-accounts/](http://www.backlink-builder.com/craigslist-verified-accounts/).

9 86. In addition, Defendants maintain a website at [www.letsgettripped.com/](http://www.letsgettripped.com/craigslistpva/)  
10 [craigslistpva/](http://www.letsgettripped.com/craigslistpva/), ostensibly dedicated to body-building, which also previously marketed and sold  
11 PVAs.

12 87. On October 12, 2010, CL sent Defendant Walker a letter demanding that he  
13 immediately cease and desist his misuse of craigslist and violations of CL's legal rights, including  
14 the creation and sale of unauthorized PVAs at [www.letsgettripped.com/craigslistpva/](http://www.letsgettripped.com/craigslistpva/). The letter  
15 pointed out that Defendant Walker's offers to sell PVAs that enable users to circumvent CL's  
16 reasonable limitations on posting violate the law and are expressly prohibited by CL's TOU.

17 88. Subsequently, CL observed that the pages offering to sell PVAs had been removed  
18 from [www.letsgettripped.com/craigslistpva/](http://www.letsgettripped.com/craigslistpva/).

19 89. However, Defendants have merely attempted to conceal their illicit marketing of  
20 PVAs from CL by discontinuing their activities at certain known sites while continuing to market  
21 and sell PVAs through other websites.

22 90. For example, on August 17, 2010 – less than a year after receiving and responding  
23 to the October 22, 2009, cease and desist letter – Defendants created [www.3monthpvas.com](http://www.3monthpvas.com),  
24 through which Defendants market and sell unauthorized PVAs, provide advice regarding bulk  
25 posting on craigslist, and offer their services as posting agents. In addition, shortly after  
26 registering the site with Defendant Walker's contact information, Defendants changed the domain  
27 registrant for [www.3monthpvas.com](http://www.3monthpvas.com). Defendants have falsified the current registration name and  
28 address in an attempt to conceal their true identities from CL.

1           91.     In addition, Defendants currently maintain a website dedicated entirely to  
2 marketing and selling PVAs at [www.craigslist-verifiedaccounts.com](http://www.craigslist-verifiedaccounts.com), which displays similar, if  
3 not identical, content as the PVA pages previously displayed on [www.letsgettripped.com/  
4 craigslistpva/](http://www.letsgettripped.com/craigslistpva/). After registering the site with Defendant Walker's contact information,  
5 Defendants changed the domain registrant. Defendants have falsified the current registration  
6 name and address in an attempt to conceal their true identities from CL.

7           92.     On November 1, 2010, CL sent Defendant Walker a letter referencing the October  
8 12, 2010, cease and desist letter and pointing out that it appeared that he had transferred his  
9 unauthorized marketing and selling of PVAs to [www.3monthpvas.com](http://www.3monthpvas.com). CL did not receive a  
10 response from Defendant Walker.

11           93.     Through these websites, Defendants have sold and continue to sell PVAs for the  
12 purpose of knowingly and intentionally inducing and facilitating the efforts of others to  
13 circumvent the phone verification protocol that CL has put in place to regulate access to its  
14 website and services. On [www.craigslist-verifiedaccounts.com](http://www.craigslist-verifiedaccounts.com), Defendants advertise, "[w]e  
15 pride ourselves in offering the highest quality Craigslist phone verified accounts", and "[w]e have  
16 been in business for over 2 years in the Craigslist classified market." On [www.3monthpvas.com](http://www.3monthpvas.com),  
17 Defendants advertise to the public that "[w]e can take any order no matter how big or small it is."

18           94.     Through [www.3monthpvas.com](http://www.3monthpvas.com) Defendants offer a three month guarantee on  
19 PVAs, explaining that "[w]e have good connections within a telecomm network so we use real  
20 landlines and real IP addresses." By misusing this telecommunications network in this way,  
21 Defendants have become well known as traffickers of PVAs, offering them for the purpose of  
22 circumventing one of CL's most important technological measures to restrict access to portions of  
23 its website and services.

24           95.     Defendants have charged a variety of prices for the PVAs that they create, ranging  
25 from approximately \$3.50 per account to as much as \$8.00 per account, with discounts offered for  
26 large volume purchases. For example, on [www.3monthpvas.com](http://www.3monthpvas.com) Defendants offer a bulk sale of  
27 500 PVAs for \$1,750.00.

28

1           96. Defendants have provided, and continue to provide, advice and assistance to others  
2 for the precise purpose of circumventing CL's security measures and violating CL's TOU in  
3 order to generate improper bulk postings. On [www.3monthpvas.com](http://www.3monthpvas.com) Defendants advertise that  
4 they "strive to provide excellent customer service and will bend over backwards to help out. We  
5 can answer questions you may have and are more than willing to do consultations if necessary."  
6 As one customer stated in a testimonial posted on [www.craigslist-verifiedaccounts.com](http://www.craigslist-verifiedaccounts.com), "I had no  
7 idea how to use *phone verified email accounts*, but you were kind enough to give me your time  
8 to explain the process. Your service is above and beyond the call of duty." (Emphasis in  
9 original). Likewise, Defendants advertise on [www.3monthpvas.com](http://www.3monthpvas.com), "[w]e have been in the  
10 Craigslist 'game' for over 2 years and have gone through all the ups and downs, all the major  
11 changes. We can help you out with any aspect of Craigslist."

12           97. Furthermore, Defendants provide a Frequently Asked Questions page at  
13 [www.craigslist-verifiedaccounts.com/faq](http://www.craigslist-verifiedaccounts.com/faq) that provides advice to others for the precise purpose of  
14 circumventing CL's security measures and violating CL's TOU in order to generate improper  
15 bulk postings. In so doing, Defendants admit knowledge of CL's TOU and display high  
16 familiarity with CL's security measures. For example, regarding how often to post from each  
17 PVA that a customer may have, Defendants advise, "[o]ne post every 48 hours is the  
18 recommended time and also listed in the Craigslist TOS [Terms of Service]." Further, to avoid  
19 having CL detect bulk posting, "[Defendants] recommend you download a free tool called  
20 ccleaner it [sic] will clear out all of your cookies, history and cache. Make sure you run this tool  
21 every single time before you switch accounts or you'll leave footprints behind resulting in  
22 deletion of accounts." Additionally, CL uses technological measures to prevent bulk postings  
23 from the same IP address. Defendants advise, "[c]hanging your IP every single time you login is  
24 a must. Craigslist logs which IP logged into which account. If they see the same IP log into  
25 multiple accounts they will quickly ban your accounts due to absue [sic]." Finally, Defendants  
26 advise, "REMEMBER: Run CCleaner and change your IP EVERY single time you change  
27 accounts to erase all footprints. Don't use free/shared proxies on the internet [sic] they don't  
28 work as Craigslist scans for these types of things." Defendants provide similar advice at

1 www.3monthpvas.com/faq/. Therefore, Defendants know that CL's TOU forbid bulk postings,  
2 and they also know that CL employs technological measures to prevent bulk postings.

3 **Posting Agent Services**

4 98. In addition to intentionally inducing and facilitating the efforts of others to violate  
5 the CL TOU in this way, Defendants have used PVAs they created to improperly post large  
6 numbers of ads themselves in violation of the CL TOU. On www.3monthpvas.com, Defendants  
7 advertised a "flat rate of \$2 per post" and stated that the advantage of paying Defendants to post  
8 is that "[y]ou won't have to worry about proxies or how to get your ads live, we take care of all of  
9 this. The only thing we request are the titles and ad copies needed to post." Defendants have  
10 stated that they are not accepting new clients.

11 **Unauthorized Access to the CL Website**

12 99. Defendants accessed and continue to access craigslist to engage in their illicit  
13 posting services and/or manufacture their fraudulent PVAs for third parties and for their own  
14 commercial benefit in violation of the CL TOU.

15 100. In obtaining such access, Defendants have circumvented, and continue to  
16 circumvent, technological measures that were put in place by CL to effectively control access to  
17 its copyrighted website. As such, Defendants' acts were and are unauthorized or in excess of  
18 authorization for access to and use of CL's website, services, computers and systems.

19 **Fraudulent Acceptance of the TOU**

20 101. Defendants were required to affirmatively agree to and accept, and did  
21 affirmatively agree to and accept, CL's TOU at one or more times when they accessed craigslist.

22 102. Each time Defendants affirmatively accepted and agreed to abide by CL's TOU,  
23 Defendants intended to violate the TOU and concealed their intent to violate the TOU from CL.

24 103. Defendants understood that CL's principal place of business is located in San  
25 Francisco, that CL's computers are primarily located in San Francisco and that any access to and  
26 use of craigslist would affect CL and its computers.

27 104. Defendants' actions described above were and are knowing, intentional, willful,  
28 malicious and fraudulent.



1 **Inducing TOU Violations and Circumvention by Others**

2 105. Through their auto-posting service and creation and marketing of PVAs,  
3 Defendants also knowingly, willfully, intentionally, fraudulently, and maliciously induce,  
4 encourage, and substantially assist others to violate the CL TOU, circumvent CL's technological  
5 security measures, and abuse CL's systems and services.

6 106. Defendants' posting services and fraudulently generated PVAs have been  
7 purchased and utilized by California residents.

8 **Defendants' Unauthorized Use of the CRAIGSLIST Mark**

9 107. Defendants without authorization have used the famous "CRAIGSLIST" mark in  
10 commerce to advertise their products and services on the Internet in a manner likely to confuse  
11 consumers as to their association, affiliation, endorsement or sponsorship with or by CL.

12 108. Defendants' unauthorized use of the "CRAIGSLIST" mark includes, but is not  
13 limited to, use of the mark on their website [www.craigslist-verifiedaccounts.com](http://www.craigslist-verifiedaccounts.com) and in the  
14 domain name of that website.

15 109. Defendants' use of the CRAIGSLIST mark causes or is likely to cause confusion  
16 and mistake and to deceive customers and potential customers regarding the origin, affiliation,  
17 association, connection and/or endorsement of Defendants' products or services, Defendants'  
18 website, and/or Defendants with or by CL.

19 110. At no time has CL authorized or consented to Defendants' use of the  
20 CRAIGSLIST mark or any other CL intellectual property.

21 111. At no time has CL had any association, affiliation or connection with, or endorsed  
22 Defendants' products or services, Defendants' website, or Defendants. Specifically, Defendants'  
23 products and services are *not* authorized, approved, endorsed, or sponsored by, or associated,  
24 affiliated, or connected with CL, and Defendants and their website are *not* authorized, approved,  
25 endorsed, or sponsored by, or associated, affiliated, or connected with CL.

26 112. In addition, Defendants have willfully used in commerce marks or trade names  
27 that are likely to cause dilution of the famous CRAIGSLIST mark by blurring and/or tarnishment,  
28 intending to trade on and/or harm the famous CRAIGSLIST mark. Such marks or trade names

1 willfully and deliberately impair the distinctiveness and/or harm the reputation of the  
2 CRAIGSLIST mark.

3 113. In using the CRAIGSLIST mark and/or confusingly similar marks or trade names,  
4 Defendants have willfully and deliberately sought to profit from CL's pre-established goodwill  
5 and reputation.

6 **I. CL'S INJURIES**

7 114. Defendants' unlawful, unfair, and fraudulent practices burden, interfere with and  
8 harm CL's systems, services, and resources. They also burden, interfere with and harm CL's  
9 relationships, reputation, and goodwill with legitimate users, and violate numerous provisions of  
10 the TOU.

11 115. Defendants have caused CL to incur substantial costs to investigate, remediate,  
12 prevent, and combat Defendants' unlawful, unfair and fraudulent practices, bulk postings, and  
13 misuse of PVAs, and Defendants' unauthorized access to and use of CL's systems and services,  
14 and to investigate, remediate, and prevent harm to CL's computer systems and services caused by  
15 Defendants. These costs constitute injury in fact and lost money directly and proximately caused  
16 by Defendants' acts complained of herein.

17 116. For example, the increased load and burden on CL's servers and the burden on  
18 CL's personnel to develop counter measures, investigate incidents, remove unauthorized ads, and  
19 address user complaints as a result of Defendants' improper mass postings and activities alone  
20 cause CL to incur additional tens to hundreds of thousands of dollars annually to address.

21 117. For example, such damages and losses incurred by CL include, without limitation,  
22 interference with proper and efficient service to legitimate users; requiring CL to undertake  
23 extraordinary actions to monitor and enhance website infrastructure; and significantly increasing  
24 costs of computer hardware, software, bandwidth, co-location fees, troubleshooting, customer  
25 service, and systems maintenance.

26 118. Furthermore, the harm to CL's relationships, reputation and good will with  
27 legitimate users is real and irreparable.  
28







1           143. Defendants have knowingly accessed and without permission used CL data,  
2 computers, computer systems and/or computer networks in order to devise and/or execute a  
3 scheme to defraud and deceive in violation of California Penal Code § 502(c)(1).

4           144. Defendants have knowingly accessed and without permission taken, copied, and/or  
5 made use of data from CL's computers, computer systems and/or computer networks in violation  
6 of California Penal Code § 502(c)(2).

7           145. Defendants have knowingly and without permission used or caused to be used  
8 CL's computer services in violation of California Penal Code § 502(c)(3).

9           146. Defendants have knowingly and without permission accessed and added data to  
10 CL computers, computer systems and/or computer networks in violation of California Penal Code  
11 § 502(c)(4).

12           147. Defendants have knowingly and without permission disrupted or caused the  
13 disruption of CL's computer services and/or have knowingly and without permission denied or  
14 caused the denial of computer services to authorized users of CL's computers, computer services  
15 and/or computer networks in violation of California Penal Code §502(c)(5).

16           148. Defendants have knowingly and without permission provided or assisted in  
17 providing a means of accessing CL computers, computer systems, and/or computer network in  
18 violation of California Penal Code § 502(c)(6).

19           149. Defendants have knowingly and without permission accessed or caused to be  
20 accessed CL computers, computer systems, and/or computer networks in violation of California  
21 Penal Code § 502(c)(7).

22           150. CL has suffered and continues to suffer damage as a result of Defendants'  
23 violations of the California Penal Code § 502 identified above.

24           151. Defendants' conduct also has caused irreparable and incalculable harm and  
25 injuries to CL (including, but not limited to, CL's reputation and goodwill), and, unless enjoined,  
26 will cause further irreparable and incalculable injury, for which CL has no adequate remedy at  
27 law.







1 168. As a direct and proximate result of Defendants' conduct, CL has been damaged in  
2 an exact amount to be proven at trial.

3 **SIXTH CLAIM FOR RELIEF**  
4 **BREACH OF CONTRACT**

5 169. CL realleges and incorporates by reference all of the allegations in paragraphs 1  
6 through 122.

7 170. Use of craigslist is governed by and subject to the TOU.

8 171. At all relevant times, the main craigslist homepage and the homepage for each  
9 geographic region have provided links to the TOU.

10 172. In addition, users are presented with the TOU and must affirmatively accept the  
11 TOU to register for a craigslist account to post ads.

12 173. In addition, users are presented with the TOU and must affirmatively accept the  
13 TOU before they can post an ad without an account.

14 174. Defendants affirmatively accepted and agreed to the TOU.

15 175. Defendants are aware of CL's TOU, including the prohibitions against posting ads  
16 in bulk, across multiple categories and geographic locations, and acting as a Posting Agent for  
17 others.

18 176. Defendants have repeatedly accessed and used craigslist, and thereby accepted the  
19 TOU.

20 177. Defendants affirmatively accepted the TOU by clicking the "ACCEPT the terms of  
21 use" option (not the "DECLINE the terms of use" option) when they set up accounts on craigslist.

22 178. Defendants affirmatively accepted the TOU by clicking the "ACCEPT the terms of  
23 use" option (not the "DECLINE the terms of use" option) when they posted ads on craigslist.

24 179. The TOU are binding on Defendants, who received consideration for their  
25 acceptance of the TOU in the form of a limited license to access and use craigslist.

26 180. Defendants' actions, as described above, have willfully, repeatedly, and  
27 systematically breached the TOU.  
28

1 181. CL has performed all conditions, covenants, and promises required to be  
2 performed by it in accordance with the TOU.

3 182. Defendants' conduct has damaged CL, and caused and continues to cause  
4 irreparable and incalculable harm and injury to CL.

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

7 **SEVENTH CLAIM FOR RELIEF**  
8 **INDUCING BREACH OF CONTRACT**

9 184. CL realleges and incorporates by reference all allegations in paragraph 1 through  
10 122.

11 185. CL's TOU constitute a valid and existing contract between CL and craigslist users.

12 186. Defendants had knowledge of the TOU and of the valid and existing contracts  
13 between CL and craigslist users created by the TOU.

14 187. Defendants intended to induce users to breach their contracts with CL.

15 188. Users who were induced to utilize Defendants' products and services did in fact  
16 breach the TOU by acts, including, but not limited to:

- 17 • Repeatedly posting the same or similar content;  
18 • Posting the same item or service in more than one category;  
19 • Posting the same item or service in more than one geographic area;  
20 • Gaining unauthorized access to CL's computer systems; and  
21 • Using a Posting Agent to post to craigslist.

22 189. These breaches of the TOU were caused by Defendants' unjustified and wrongful  
23 conduct.

24 190. Defendants' conduct has damaged CL, and caused and continues to cause  
25 irreparable and incalculable harm and injury to CL.

26 191. CL is entitled to injunctive relief, compensatory damages, liquidated damages  
27 under the TOU, attorneys' fees, costs and/or other equitable relief.  
28



**NINTH CLAIM FOR RELIEF**  
**FRAUD**

1  
2  
3           201. CL alleges and incorporates by reference all of the allegations in paragraphs 1  
4 through 122.

5           202. Defendants have repeatedly accessed and used craigslist, including, but not limited  
6 to, the post-to-classified, account registration and account log-in portions and services of the  
7 website, and, in doing so, represented to CL that they would comply with the TOU, and thus that  
8 they would not, among other things, post on behalf of third parties, post duplicative ads, post ads  
9 in multiple categories or multiple geographic areas, or otherwise abuse or interfere with the  
10 website or services.

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

17           204. CL reasonably relied on Defendants' representations to provide Defendants with  
18 access to portions of craigslist and access to certain services offered on craigslist.

19           205. Defendants' representations that they would comply with the TOU were false.

20           206. Defendants have accessed and used craigslist, and, when they accepted the TOU,  
21 they intended to, and did, access and use craigslist in violation of the TOU as described above.

22           207. When Defendants accepted the TOU and accessed and used craigslist, they  
23 concealed from CL their true intention to violate the TOU.

24           208. As a result of Defendants' fraudulent representations and omissions, Defendants  
25 obtained information about the structure and operating features of craigslist to enable them to  
26 circumvent CL's security measures for the smooth operation of the service and the protection of  
27 CL's other customers.  
28



1 (a) Posting content to the CL website on behalf of others, causing content to be  
2 so posted, or accessing the CL website and service to post or facilitate posting content on behalf  
3 of others, and from inducing, encouraging, causing, assisting, aiding, abetting or materially  
4 contributing to any other person or entity doing the same;

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

9 (c) Circumventing technological measures that control access to CL's  
10 copyrighted website and/or portions thereof, or that protect CL's rights as copyright owner  
11 (including, but not limited to, creating and using PVAs under false pretenses in order to permit  
12 bulk posting of ads on the CL website in a manner that violates the CL TOU), and from inducing,  
13 encouraging, causing, assisting, aiding, abetting or materially contributing to any other person or  
14 entity doing the same;

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

22 (e) Accessing or attempting to access CL's computers, computer systems,  
23 computer network, computer programs, and data, without authorization or in excess of authorized  
24 access as conditioned by the CL TOU, including, but not limited to, creating accounts or posting  
25 content on craigslist in a manner that violates the CL TOU, and from inducing, encouraging,  
26 causing, assisting, aiding, abetting or materially contributing to any other person or entity doing  
27 the same;

1 (f) Using the CRAIGSLIST mark and any confusingly similar designations in  
2 Internet advertisements, domain names, or otherwise in commerce in any manner likely to dilute  
3 the CRAIGSLIST mark or confuse consumers as to Defendants' association, affiliation,  
4 endorsement or sponsorship with or by CL;

5 (g) Misusing or abusing CL and craigslist in any way prohibited by the CL  
6 TOU; and

7 (h) Accessing or using CL's website for any commercial purpose whatsoever.

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

11 3. An order directing the transfer to CL of the domain names www.3monthpvas.com,  
12 www.craigslist-verifiedaccounts.com, and any others owned or operated by Defendants that  
13 infringe on CL's trademarks or are or have been used by Defendants for purposes of violating  
14 CL's TOU or substantially assisting others to violate CL's TOU;

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

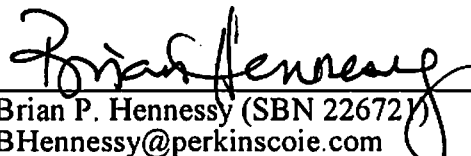
17 5. An award of prejudgment and post-judgment interest;

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

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

21  
22 DATED: July 20, 2011

PERKINS COIE LLP

23  
24 By:   
25 Brian P. Hennessy (SBN 226721)  
26 BHennessy@perkinscoie.com  
27 Joseph M. McMillan, WA Bar No. 26527  
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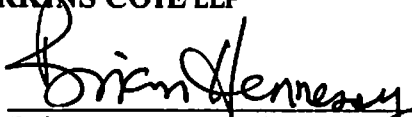
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial of all issues in the above-captioned action which are triable to a jury.

DATED: July 20, 2011

**PERKINS COIE LLP**

By:   
\_\_\_\_\_  
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Attorneys for Plaintiff craigslist, Inc.



# **EXHIBIT A**

11/14

## 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. Å§ 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](mailto: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>