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7 Attorneys for Defendant  
INDIEGOGO, INC.

9  
10 IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION

12 CHARLES CARREON,  
13 Plaintiff,  
14 v.  
15 MATTHEW INMAN; INDIEGOGO, INC.;  
16 NATIONAL WILDLIFE FEDERATION;  
17 AMERICAN CANCER SOCIETY; AND DOES  
1-100,  
18 Defendants.

Case No. 3:12-cv-03112-EMC  
**DECLARATION OF SLAVA RUBIN**

1 I, Slava Rubin, declare as follows:

2 1. I am the founder and Chief Executive Officer of Indiegogo.com (“Indiegogo”).

3 2. Indiegogo operates a “crowdfunding” website that allows users to raise money for projects  
4 of their choosing by soliciting contributions from other Indiegogo users. Typical projects seeking  
5 funding are independent films, small businesses needing money for an expansion or improvement, and  
6 individuals in need (such as people with large medical bills).

7 3. A user who wishes to create a contribution campaign may submit a campaign description,  
8 set a campaign end date, and define a funding goal. In order create a campaign, the user must agree to  
9 the Indiegogo terms and conditions, which are publicly available at  
10 <http://www.indiegogo.com/about/terms>. A true and correct copy of the terms and conditions is attached  
11 to this declaration as Exhibit A.

12 4. Contributions to an Indiegogo campaign may be made in two ways. Users may contribute  
13 on the Indiegogo website using a credit card. In this case, Indiegogo collects the money and disburses it  
14 to the user after the completion of the campaign. Alternatively, users may contribute through a third-  
15 party payment processor called PayPal. In the latter case, PayPal transfers the money directly to the  
16 user’s PayPal account.

17 5. Under the terms and conditions, contributions to a campaign run by an individual  
18 Indiegogo user who is not a registered § 501(c)(3) are subject to an Indiegogo platform fee of 9% of the  
19 total contributed amount, with a 5% rebate if the project hits its funding goal. For contributions made by  
20 credit card, a 3% payment processing fee is also charged. Paypal charges its own payment processing fee  
21 for transactions through its service, which Indiegogo believes to also be around 3%. Paypal transfers the  
22 Indiegogo platform fee portion of contributions made through its service to Indiegogo at the time of the  
23 transaction.

24 6. Pursuant to the terms and conditions, the money contributed using a credit card is  
25 disbursed to the user within five business days of the campaign end date, less Indiegogo’s platform fee  
26 and the processing fee, plus the 5% platform fee rebate (from both credit card and Paypal transactions), if  
27 applicable.

28 7. The campaign-specific content of an Indiegogo fundraising campaign, including the

1 content on the “project description” page, is generated by the user who initiates the campaign. The user  
2 uploads or enters the content into the Indiegogo website, and presses a button to publish the campaign on  
3 the website. Indiegogo does not approve the content before it appears on the website and does not review  
4 it unless specifically requested by the user who initiates the campaign.

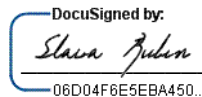
5 8. The “BearLove Good. Cancer Bad.” Indiegogo campaign was created by a user with the  
6 user name “oatmeal.” I understand that the “oatmeal” account belongs to Matthew Inman.

7 9. The campaign end date selected by Inman for “BearLove Good. Cancer Bad.” was  
8 Monday, June 25, 2012. Accordingly, contributions from users ceased to be accepted at 11:59 pm  
9 Pacific Standard Time on June 25.

10 10. When the “BearLove” campaign ended on June 25, 2012, it had raised a total of \$220,024.  
11 Of that amount, \$123,803 was contributed through PayPal. Inman’s share of that money – believed to be  
12 roughly \$108,946.64, depending on the exact amount of PayPal’s payment processing fee – is not and  
13 has never been in Indiegogo’s possession. The remaining \$96,221.00 was contributed by credit card.  
14 Inman’s share of that money is \$84,674.48. To that amount, Indiegogo will add the 5% fee rebate for  
15 reaching the project’s funding goal, which amounts to \$11,001.20. The sum of Inman’s share of the  
16 credit card contributions and the fee rebate is \$95,675.68. At Mr. Inman’s request, on June 29, 2012, half  
17 of that amount is being sent by check to the American Cancer Society, and half of that amount is being  
18 sent by check to the National Wildlife Fund. Indiegogo will retain a total of \$8,800.96 in platform fees.

19 11. Pursuant to its ordinary practice, Indiegogo has maintained records of which Indiegogo  
20 users donated to the “BearLove” campaign, and how much was donated by each user.

21 I declare under penalty of perjury under the laws of the United States that the foregoing is true  
22 and correct. Signed on June 29, 2012, in New York, New York.

23  
24 06D04F6E5EBA450...

25 Slava Rubin