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14 **Attorneys for Plaintiff**

15
 16 **UNITED STATES DISTRICT COURT**
 17 **NORTHERN DISTRICT OF CALIFORNIA**
 18 **SAN JOSE DIVISION**

19
 20 THOMAS WILLIAM SLATTERY,)
 Individually, And On Behalf Of All Others)
 21 Similarly Situated,)
)
 22 Plaintiff,)
)
 23 vs.)
)
 24 APPLE COMPUTER, INC.)
)
 25 Defendant.)

CASE NO.: C05-00037 JW
CLASS ACTION

**DECLARATION OF MARC L. GODINO
 IN SUPPORT OF PLAINTIFF'S
 REQUEST FOR JUDICIAL NOTICE IN
 SUPPORT OF HIS OPPOSITION TO
 DEFENDANT'S MOTION TO DISMISS
 COMPLAINT**

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1 I, Marc L. Godino declare as follows:

2 1. I am an associate with the Braun Law Group, P.C., Attorneys for Plaintiff Thomas
3 William Slattery in this action and am admitted to practice in this District.

4 2. This Declaration is submitted in Support of Plaintiff's Request for Judicial Notice in
5 Support of His Opposition to Defendant's Motion to Dismiss Complaint.

6 3. Attached hereto as Exhibit A is a true and accurate copy of Apple's own iTunes
7 contract, posted on the Apple's iTunes' website, which Apple requires all iTunes' users to execute.

8 4. Attached hereto as Exhibits B and C are true and accurate copies of postings from
9 Apple's own website's discussion forum, where Apple's customers post questions and obtain
10 responses about various aspects of the iPod and iTunes.

11 5. I declare under penalty of perjury that the foregoing is true and correct.

12 Executed on this 6th day of June, 2005.

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S\MARC L. GODINO
Marc L. Godino

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EXHIBIT A

Terms of Service

iTunes Music Store

TERMS OF SERVICE

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND APPLE COMPUTER, INC. ("APPLE") STATING THE TERMS THAT GOVERN YOUR USE OF THE ITUNES MUSIC STORE SERVICE. THIS AGREEMENT—TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS, SOFTWARE LICENSES, AND ALL OF APPLE'S RULES AND POLICIES—COLLECTIVELY CONSTITUTE THE "AGREEMENT" BETWEEN YOU AND APPLE. TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICE. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU: CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND APPLE MAY REFUSE ACCESS TO THE ITUNES MUSIC STORE FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT.

1. **Definition of the iTunes Music Store Service.** Apple is the provider of the iTunes Music Store (the "Service") that permits you to purchase downloads of digital content—such as sound recordings—under certain terms and conditions as set forth in this Agreement.
2. **Age requirements for use of the Service.** This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.
3. **Objectionable Material.** You understand that by using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language. Nevertheless, you agree to use the Service at your sole risk and that Apple shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.
4. **System Requirements.** Use of the Service requires a compatible device, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Service involves hardware, software, and Internet access, your ability to use the Service may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.
5. **Policies and Rules.** Your use of the Service and purchases made through it are subject to Apple's Sales Policies at <http://www.apple.com/support/itunes/legal/policies.html>, which can be readily viewed on the Service, and any end-user agreements or other terms and conditions required for use of the Service, all of which are hereby made a part of this Agreement. If you have not already read Apple's Sales Policies, you should do so now.
6. **Apple's Privacy Policy.** Except as otherwise expressly provided for in this Agreement,

the Service is subject to Apple's Privacy Policy at <http://www.apple.com/legal/privacy/>, which is expressly made a part of this Agreement. If you have not already read Apple's Privacy Policy, you should do so now.

7. **Your Information.** You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. Apple may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that Apple may store and use the Registration Data you provide (including credit card information) for use in maintaining your accounts and billing fees to your credit card.

8. **User Account and Security.**

a. **Account and Password.** As a registered user of the Service, you may receive or establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Apple of any unauthorized use of your Account or any other breach of security. Apple shall not be responsible for any losses arising out of the unauthorized use of your Account.

b. **Security.** You understand that the Service, and products purchased through the Service, such as sound recordings and related artwork ("Products"), include a security framework using technology that protects digital information and limits your usage of Products to certain usage rules established by Apple and its licensors ("Usage Rules"). You agree to comply with such Usage Rules, as further outlined below, and you agree not to violate or attempt to violate any security components. You agree not to attempt to, or assist another person to, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security components related to such Usage Rules for any reason whatsoever. Usage Rules may be controlled and monitored by Apple for compliance purposes, and Apple reserves the right to enforce the Usage Rules with or without notice to you. You will not access the Service by any means other than through software that is provided by Apple for accessing the Service. You shall not access or attempt to access an Account that you are not authorized to access. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the Service. Violations of system or network security may result in civil or criminal liability.

9. **Purchase of Apple Content**

a. **Products Requirements.** You acknowledge that use of Products may require the use of other hardware and software products (e.g., the ability to make copies of Products on physical media and render performance of Products on authorized digital player devices), and that such hardware and software is your responsibility. Once a Product is purchased and you receive the Product, it is your responsibility not to lose, destroy, or damage the Product, and Apple shall be without liability to you in the event of any loss, destruction, or damage.

b. **Use of Products.** You acknowledge that Products contain security technology that limits your usage of Products to the following Usage Rules, and you agree to use Products in compliance with such Usage Rules.

Usage Rules.

Your use of the Products is conditioned upon your prior acceptance of the terms of this Agreement.

You shall be authorized to use the Products only for personal, noncommercial use.

You shall be authorized to use the Products on five Apple-authorized devices at any time.

You shall be entitled to export, burn or copy Products solely for personal, noncommercial use.

You shall be authorized to burn a playlist up to seven times.

You shall be able to store Products from up to five different Accounts on certain devices, such as an iPod and iPod mini, at a time.

Any burning or exporting capabilities are solely an accommodation to you and shall not constitute a grant or waiver (or other limitation or implication) of any rights of the copyright owners in any content, sound recording, underlying musical composition, or artwork embodied in any Product.

You agree that you will not attempt to, or encourage or assist any other person to, circumvent or modify any security technology or software that is part of the Service or used to administer the Usage Rules.

The delivery of Products does not transfer to you any commercial or promotional use rights in the Products.

c. You agree that your purchase of Products constitutes your acceptance of and agreement to use such Products solely in accordance with the Usage Rules, and that any other use of the Products may constitute a copyright infringement. The security technology is an inseparable part of the Products. The Usage Rules shall govern your rights with respect to the Products, in addition to any other terms or rules that may have been established between you and another party. Apple reserves the right to modify the Usage Rules at any time.

d. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of Apple. Accordingly, in the event that Apple changes any part of the Service or discontinues the Service, which Apple may do at its election, you acknowledge that you may no longer be able to use Products to the same extent as prior to such change or discontinuation, and that Apple shall have no liability to you in such case

e. The Service may offer interactive features that allow you to, among things, submit or post information and materials on areas of the Service accessible and viewable by other users of the Service and the public. You agree that any use by you of such features shall be your sole responsibility, shall not infringe or violate the right of any other, contribute to or encourage unlawful conduct, or otherwise be obscene, objectionable or in poor taste. Moreover, you hereby grant Apple a worldwide, royalty-free, non-exclusive license to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you.

Apple reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time in its sole discretion without liability.

10. Territory. The Service is currently available only in the United States, and is not available in any other location. You agree not to use or attempt to use the Service from outside of the available territory, and that Apple may use technologies to verify your compliance.

11. Agreement to Pay.

a. Payment for Products. You agree to pay for all Products you purchase through the Service, and that Apple may charge your credit card for any Products purchased, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING APPLE WITH A VALID CREDIT CARD FOR PAYMENT OF ALL FEES.** All fees will be billed to the credit card you designate during the registration process. If you want to designate a different credit card or if there is a change in your credit card status, you must change your credit card information online at the Account Info section of the Service. (There may be a temporary disruption of your access to the Service until Apple can verify the validity of the new credit card information.)

b. Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time.

c. Electronic Signatures and Contracts. Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. **YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.**

d. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

12. Delivery of Products. On occasion, technical problems may delay or prevent delivery of your Product. Your exclusive and sole remedy with respect to Product that is not delivered within a reasonable period will be either replacement of such Product, or refund of the purchase price paid for such Product, as determined by Apple.

13. Intellectual Property.

a. Acknowledgement of Ownership. You agree that the Service, including but not limited to graphics, audio clips, and editorial content, contains proprietary information and material that is owned by Apple and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

b. **Removal of Apple Content or Other Materials.** Notwithstanding any other provision of this Agreement, Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Products, content, or other materials comprising a part of the Service at any time without notice. In no event will Apple be liable for the removal of or disabling of access to any such Products, content or materials under this Agreement. Apple may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

c. **Copyrights.** All copyrights in and to the Service, including but not limited to, the iTunes Music Store (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources), and software, are owned by Apple and/or its licensors. **THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THESE TERMS OF SERVICE, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.**

d. **Trademarks.** Apple, the Apple logo, iTunes, and other Apple trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Apple Computer, Inc. in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

14. Termination.

a. **Termination by Apple.** If you fail, or Apple suspects that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to make payment of fees due, failure to provide Apple with a valid credit card or with accurate and complete Registration Data, failure to safeguard your Account information, or violation of the Usage Rules or any license to the software, Apple, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof).

b. **Termination of the Service.** Apple reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and Apple will not be liable to you or to any third party should it exercise such rights.

15. **General Compliance with Laws.** The Service is controlled and operated by Apple from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service.

16. **Enforcement of These Terms.** Apple reserves the right to take steps Apple believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Apple's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights). You agree that Apple has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as Apple believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Apple's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

17. No Responsibility for Third-Party Materials or Web sites. Certain content, Products, and services available via the Service may include materials from third parties. In addition, Apple may provide links to certain third party websites. You acknowledge and agree that Apple is not responsible for examining or evaluating the content or accuracy of any such third-party material or Web sites. Apple does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. Links to other websites are provided solely as a convenience to you.

18. Disclaimer of Warranties; Liability Limitations.

a. APPLE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

b. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY APPLE) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

c. IN NO CASE SHALL APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, APPLE'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

d. APPLE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND APPLE HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

e. APPLE DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLE DISCLAIMS ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM.

19. Waiver and Indemnity. BY USING THE SERVICE, YOU AGREE TO INDEMNIFY

AND HOLD APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY APPLE AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF APPLE'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

20. Changes. Apple reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of the iTunes Music Store following will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

21. Notices. Apple may send you notice with respect to the Service by sending an email message to the email address listed in your Apple Account contact information, by sending a letter via postal mail to the contact address listed in your Apple Account contact information, or by a posting on the iTunes Music Store. Notices shall become effective immediately.

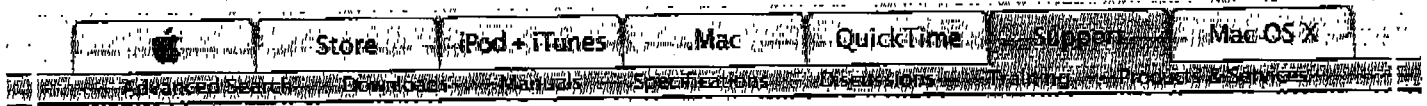
22. Governing Law. The laws of the State of California, excluding its conflicts of law rules, govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Apple or relating in any way to your use of the Service resides in the courts of the State of California.

23. Miscellaneous. These Terms of Service constitute the entire agreement between you and Apple and govern your use of the Service, superseding any prior agreements between you and Apple. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Apple's failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. Apple will not be responsible for failures to fulfill any obligations due to causes beyond its control.

iTunes Music Store Terms of Service

Last updated April 28th, 2004
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EXHIBIT B



Apple Discussions

Search:

[Advanced Search](#)

[Home](#) > [iTunes](#) > [iTunes for Windows](#) > [iTunes for Windows Tips](#) > Does iTunes recognize songs from other sites?



Topic: Does iTunes recognize songs from other sites?
Original Message (Posted Oct 7, 04 7:22 pm) **New!**



Welcome to Discussions!
Jun 6, 2005 01:37pm

Scott Patric
Level 4



Joined: Nov, 2003
Posts: 5420
is this heaven? No,
it's Iowa

I purchased music from another online store. Why won't it play in iTunes?

Every online music store, including iTunes uses a different means of Digital Rights Management (DRM). To play these files as downloaded, you will need to use the player required by the download service.

Can I convert it so it plays in iTunes?

Threads discussing the removal of DRM from purchased files is discouraged by the moderators here. Please check with the site you downloaded from for directions and restrictions.

Can I put them on my iPod?

No, the iPod cannot currently decode the DRM from other sites.

Homebrew XP 1700+, XP Home; Mac OS X (10.3.x); iBook 600 MHz

Greetings, guest user.
You currently have browse capabilities.

To participate in the discussions and post your own comments, please log in.



[Login](#)



[Help & Terms of Use](#)

Most Recent Posts in iTunes for Windows Tips



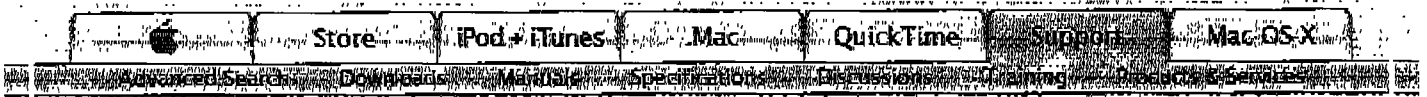
[iTunes doesn't show the songs in my library.](#)

[Home](#) > [iTunes](#) > [iTunes for Windows](#) > [iTunes for Windows Tips](#) > Does iTunes recognize songs from other sites?

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EXHIBIT C



Apple Discussions

Search:

[Advanced Search](#)

[Home](#) > [iTunes](#) > [iTunes for Windows](#) > [iTunes for Windows Tips](#) > [Does iTunes support non iPod devices?](#)



Topic: Does iTunes support non iPod devices? Original Message (Posted Oct 7, 04 7:21 pm)



Welcome to Discussions!
Jun 6, 2005 01:36pm

Scott Patrie
Level 4



Joined: Nov, 2003
Posts: 5420
Is this heaven? No,
it's Iowa

Can I use iTunes and the music store with a device other than an iPod?

Under Windows, the only portable device that is supported by iTunes is the iPod. Currently, no other device will synch with iTunes or is capable of playing the protected AAC files that the iTunes Music Store utilizes.

Homebrew XP 1700+, XP Home; Mac OS X (10.3.x); iBook 600 MHz

Greetings, guest user.
You currently have browse capabilities.

To participate in the discussions and post your own comments, please log in.



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RE: does iTunes support non iPod devices? (msg # 1.: Posted Oct 9, 04 11:37 pm)



Hudgie
Level 4



Joined: Mar, 2003
Posts: 9580
Brooklyn, New York

If your player is flash based, and shows up in Explorer then you *can* use drag-and-drop directly from any window in iTunes, but only mp3 files will work.

iBook SE Indigo / 1.6 P4 XP PC; Mac OS X (10.2.x); ChaiPod 10 2G

Most Recent Posts in iTunes for Windows Tips

[iTunes doesn't show the songs in my library.](#)

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PROOF OF SERVICE

STATE OF CALIFORNIA)
)ss.:
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California, I am over the age of 18 and not a party to the within action; my business address is 12400 Wilshire Boulevard, Suite 920, Los Angeles, CA 90025.

On June 6, 2005, using the Northern District of California's Electronic Case Filing System, with the ECF ID registered to Marc L. Godino, I filed and served the document(s) described as:

DECLARATION OF MARC L. GODINO IN SUPPORT OF PLAINTIFF'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF HIS OPPOSITION TO DEFENDANT'S MOTION TO DISMISS COMPLAINT

The ECF System is designed to send an e-mail message to all parties in the case, which constitutes service. According to the ECF/PACER system, for this case, the parties served are as follows:

- Eric J. Belfi, Esq. ebelfi@murrayfrank.com
- Attorney for Plaintiff**
- Adam Richard Sand , Esq. arsand@jonesday.com
mlandsborough@jonesday.com
cyip@jonesday.com
- Attorney for Defendant**

On June 6, 2005, I served the document(s) described as:

DECLARATION OF MARC L. GODINO IN SUPPORT OF PLAINTIFF'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF HIS OPPOSITION TO DEFENDANT'S MOTION TO DISMISS COMPLAINT

by placing a true copy(ies) thereof enclosed in a sealed envelope(s) addressed as follows:

- Roy A. Katriel, Esq.
THE KATRIEL LAW FIRM, P.C.
1101 30th Street, NW
Suite 500
Washington, DC 20007
Tel: (202) 625-4342
Fax: (202) 625-6774
- Jacqueline Sailer, Esq.
MURRAY, FRANK & SAILER LLP
275 Madison Avenue
Suite 801
New York, NY 10016
Tel: (212) 682-1818
Fax: (212) 682-1892
- Attorneys for Plaintiff**

1 I served the above document(s) as follows:

2 BY MAIL. I am familiar with the firm's practice of collection and processing correspondence
3 for mailing. Under that practice it would be deposited with U.S. postal service on that same day with
4 postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware
that on motion of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing in an affidavit.

5 I further declare, pursuant to Civil L.R. 23-2, that on the date hereof I served a copy of the
6 above-listed document(s) on the Securities Class Action Clearinghouse by electronic mail through the
following electronic mail address provided by the Securities Class Action Clearinghouse:

7 **jcarlos@law.stanford.edu**

8 I declare that I am employed in the office of a member of the bar of this Court at whose direction
9 the service was made.

10 Executed on June 6, 2005, at Los Angeles, California 90025.

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S/ LEITZA MOLINAR
Leitza Molinar