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COUNSEL FOR PLAINTIFFS

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

JENNA GODDARD, on her own behalf and  
on behalf of all others similarly situated,

Plaintiff,

v.

GOOGLE, INC., a Delaware corporation,  
Defendant.

Case No. C 08-2738 JF (PVT)

**FIRST AMENDED COMPLAINT**

Jenna Goddard (“Plaintiff”), for her First Amended Complaint against Defendant Google, Inc. (“Google”) alleges as follows upon information and belief, based upon, *inter alia*, investigation conducted by and through her attorneys, except as to those allegations pertaining to Plaintiff personally, which are alleged upon personal knowledge:

**PARTIES**

1. Jenna Goddard is a citizen of the State of New Jersey.
2. Google, Inc. is a Delaware corporation with its principal place of business in Mountain View, California, and is therefore a citizen of Delaware and California. Google operates the most widely used Internet search engine in the world. Google’s search engine is a top Internet destination, and Google claims publicly that it maintains the largest, most comprehensive index of websites and other online content.
3. Google’s primarily source of revenue is advertising, largely generated by its online advertising program AdWords. Businesses purchase targeted advertising from Google’s AdWords program to promote their products and services.

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5. This Court has personal jurisdiction over Defendant pursuant to Code of Civil Procedure § 410.10 because Defendant resides in and conducts business in the State of California and many of Defendant's wrongful acts arose or emanated from California.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the sole Defendant resides in and is subject to personal jurisdiction in this District.

7. This case arises from the ever-increasing computerization of cellular telephones. The cell phones used and owned by Plaintiff and the other class members are sophisticated electronics equipment and contain many (if not most) of the same capabilities and equipment as traditional desktop computers, as well as cellular radio signal processing technology.

8. This computerization means that most modern cellular telephones now are capable of transacting commerce in a variety of ways, including—most significantly for the present purposes—“premium” text message services. These services, also known as “mobile subscription services” and “mobile content” include products that range from the basic (customized ringtones for use with cell phones, sports score reports, weather alerts, stock tips, horoscope services, and the like) to those requiring more advanced capabilities (such as direct payment services, interactive radio, and participatory television).

9. The mobile subscription industry has grown in recent years from a small community of hobbyists and pioneers to a multi-billion dollar marketplace. This explosive growth has occurred almost entirely without regulation by the states or the Federal Government. Predictably, this new industry has become a haven for unscrupulous and deceptive operators who seek to profit unlawfully by taking advantage of unwitting

- 1 consumers through their cellular telephones.
- 2 10. Given the manner in which mobile content is billed to customers, fraud is
- 3 unfortunately easy to achieve and difficult to detect. Unlike transactions made using
- 4 checks and credit cards, which require a signature or a highly private sixteen-digit
- 5 credit card number, the only thing a mobile subscription service needs to charge a
- 6 consumer for its products is the consumer's cellular telephone number. Once a mobile
- 7 subscription service obtains a consumer's cell phone number, it can cause that
- 8 consumer to be billed for services and products irrespective of whether the consumer
- 9 actually agreed to purchase them and, in the process, cause text messages containing
- 10 "premium" content to be sent to the "subscriber's" cell phone, draining that cell phone
- 11 of computing resources such as data processing and storage capacity.
- 12 11. Any mobile subscription service, using only a cell phone number, can simply provide
- 13 that number, along with an amount to be charged, to a billing aggregator (e.g., m-
- 14 Qube, Inc. ("m-Qube")). The aggregator, in turn, instructs the relevant cellular carrier
- 15 to add the charge to the bill associated with that cell phone number. The charge then
- 16 appears on the consumer's cell phone bill, often with only minimal, cryptic identifying
- 17 information.
- 18 12. Because the anti-fraud protections normally present in consumer transactions—such as
- 19 signatures, receipts, and private credit card numbers—are absent from this process, the
- 20 likelihood of false charges increases enormously. And, because a substantial part of
- 21 mobile subscription "sales" are affected through websites employing fraudulent
- 22 methods, such as misleading, oblique, or inadequately explained pricing and consent
- 23 procedures, that likelihood increases by another order of magnitude.
- 24 13. Mobile subscription services have powerful financial incentives to collect as many cell
- 25 phone numbers as possible, but little incentive to ensure that the owners of those
- 26 numbers have actually agreed to purchase their goods and services. Indeed, mobile
- 27 subscription services go to great lengths to make their marketing material as
- 28 uninformative as possible about the price of services, subscription periods and

1 cancellation procedures, all in an effort to keep consumers in the dark about their  
2 services' true cost.

### 3 **Google's Role in the Scheme to Defraud**

- 4 14. Google's advertising services are an essential step in the process by which mobile  
5 subscription services defraud consumers. Without the ability to drive users to their  
6 websites, mobile subscription services would be unable to earn virtually any revenue,  
7 no matter how misleading or fraudulent their subscription services. Absent advertising  
8 through Google, the fraudulent mobile subscription services would have significantly  
9 fewer visitors to their websites and their illegal revenues would drop dramatically.
- 10 15. Google's search engine is possibly the most-visited website on Earth. Google's  
11 massive base of daily users provides an enormously powerful platform for Internet  
12 advertising. Google capitalizes on this enormous advertising potential, and earns the  
13 majority of its revenue, through its AdWords program.
- 14 16. The Adwords program involves short advertisements, or "AdWords," being paired  
15 with selected keywords that correspond to the advertisements. When a consumer's  
16 search on Google's search engine matches, or even suggests, the advertiser's selected  
17 keywords, Google displays the customer's AdWords ad as part of the result of the  
18 search. Each AdWord ad, when clicked on, takes the consumer to the advertiser's  
19 website.
- 20 17. When Google first introduced AdWords in or around 2000, Google would develop and  
21 manage nearly all aspects of an advertiser's account for a set monthly fee.
- 22 18. Starting in 2005, Google offered advertisers in the AdWords program a service called  
23 "Jumpstart," which managed and assisted advertisers in setting up their particular  
24 AdWords campaigns. For a flat fee of \$299, a Google specialist would draft  
25 advertisements, choose keywords, and set cost per click budgets.
- 26 19. The implementation of an AdWords campaign has been, and remains, a collaborative  
27 effort between Google and those who use Google's advertising services since the  
28 inception of the AdWords program in or about 2000. Although the level of Google's

- 1 involvement has varied throughout the life of its AdWords program, Google's conduct  
2 not only encourages illegal content to be created but, in addition, effectively requires  
3 advertisers to engage in illegal conduct.
- 4 20. On information and belief, when an advertiser's AdWords purchases exceeds a certain  
5 dollar amount, Google will participate in in-person meetings with such advertisers—  
6 and has met with companies described in this Amended Complaint—in order to  
7 provide tailored advice on how best to optimize their use of AdWords, including  
8 proposing ad budgets, selecting keywords and designing ad copy.
- 9 21. Google's involvement in the advertising process for the mobile content industry was  
10 especially pronounced. Indeed, Google's involvement was so pervasive that the  
11 company controlled much of the underlying commercial activity engaged in by the  
12 third-party advertisers. Google creates algorithms, known as "suggestion tools," for  
13 use by advertisers and consumers alike. These algorithms control and determine the  
14 results given to its advertisers and to consumers for any search conducted through the  
15 use of Google's search engine. Through the use (and manipulation) of these  
16 algorithms, Google not only encourages illegal conduct, it collaborates in the  
17 development of the illegal content and, effectively, requires its advertiser customers to  
18 engage in it.
- 19 22. Such algorithms, written to maximize Google's financial interests, will "suggest"  
20 specific keywords to advertisers using its AdWords program that enter words or  
21 phrases describing the good or service advertised, or by simply entering the website to  
22 be promoted. In most industries, this is an innocuous exercise that generally benefits  
23 all parties. However, in an industry as susceptible to fraudulent transactions as the  
24 mobile content industry, certain keywords, such as those that contain the word "free,"  
25 are well known to induce consumers into unwittingly signing up for services even  
26 when such services are not free.
- 27 23. As evidenced by Google's opposition papers to Plaintiff's Motion to Remand, one  
28 search term, or "keyword," that is particularly relevant to the mobile content industry

1 as well as the instant litigation is “ringtone,” as it accounts for a disproportionate  
2 amount of all mobile content sales. When an advertiser enters the keyword “ringtone”  
3 into Google’s AdWords, Google unilaterally provides alternate keyword “ideas”  
4 through its “Keyword Tool;” keyword ideas that will trigger the appearance of the  
5 relevant advertisement if selected by the advertiser. Two of the top five (including the  
6 overwhelmingly dominant first suggestion) and fully half of the top ten most  
7 suggested keywords Google provides to advertisers who have indicated a desire to  
8 purchase the search term “ringtone” contain the word “free.” [See attached Exhibit A].

9 24. Google suggests the same terms to consumers using its search engine. When  
10 consumers enter the search term “ringtone” on Google.com, Google automatically  
11 suggests alternative variations of the term “ringtone,” several of which contain the  
12 word “free,” such as “ringtones free” and “ringtones free download.” [See attached  
13 Exhibit B]. In addition, when consumers enter the search term “free,” or even the  
14 letters “fr,” one of Google’s top automatic “suggestions” is “free ringtones.” [See  
15 attached Exhibit C]. Such suggestions are so influential that the clear majority of all  
16 search volume on Google associated with the word “ringtone” also is associated with  
17 the word “free.” [See attached Exhibit D].

18 25. These keyword suggestions or “ideas,” under most circumstances, are typically  
19 utilized only at the discretion of the advertiser. However, for mobile content  
20 advertisers, of whom almost none provide genuinely “free” products and services  
21 whatsoever, the choice to disregard Google’s keyword suggestions that contain the  
22 word “free”—even when such advertisers affirmatively know that the advertised  
23 products are not free—means that such advertisers must forego advertising on as much  
24 as two-thirds of all “ringtone” searches on Google.

25 26. Foregoing such an overwhelming percentage of the search market necessarily means  
26 dramatically reduced revenue for any mobile content advertiser, if not a complete exit  
27 altogether from that business. Consequently, mobile content advertisers accepted  
28 Google’s “ideas” to include the keyword “free” along with the keyword “ringtone” in

- 1 order to advertise to the majority of “ringtone” searches even if their products are not  
2 free. The resulting effect of these misleading advertisements was that fraudulent  
3 mobile content advertising flooded the Internet, leading to certain of Google’s top ten  
4 largest buyers of its advertising services being subjected to government investigation.  
5 (See Office of Attorney General, State of Florida, Assurance of Voluntary Compliance  
6 AzoogLeAds US, Inc. a/k/a Epic Advertising, Inc. attached as Exhibit E).
- 7 27. Google’s tolerance towards such misleading advertising is unusual. Because certain  
8 products and services are illegal or deemed by Google to be commercially  
9 unacceptable, Google has voluntarily compiled a list of products and services (ranging  
10 from anabolic steroids to weapons) it does not allow to be advertised on the Google  
11 website under virtually any circumstances.
- 12 28. Of the approximately 30 categories of banned products and services on this list, called  
13 a “Content Policy,” Google created an exception for mobile subscription services.  
14 This extraordinary exception allows mobile subscription services to continue to  
15 advertise on Google if they comply with one condition: conform the content of their  
16 website (i.e., the landing page linked to such services’ advertisements on Google) so  
17 as to clearly and accurately disclose a host of highly relevant information to consumers  
18 about purchasing mobile content, such as the service’s price, subscription period and  
19 cancellation procedures.
- 20 29. Google knows mobile subscription services are loathe to provide this information for  
21 fear of scaring off potential customers, so Google set up a procedure, memorialized in  
22 contract and made known to the public on its website, to enforce this policy by  
23 disallowing advertisements for mobile subscription services that link to non-compliant  
24 websites. Unfortunately for consumers, Google has systematically failed to enforce  
25 this policy or live up to its contractual obligations, irrespective of its public  
26 pronouncements to do so, opting instead to actively participate in the development of  
27 AdWords campaigns deceptively advertising and sale of mobile content.
- 28 30. Google is well aware of the magnitude of problems regarding informed authorization

1 from cellular phone subscribers that plague the mobile content industry. Google is  
2 keenly aware that mobile subscription services frequently do not disclose their billing  
3 terms and conditions clearly to cellular telephone users and often fail to obtain any  
4 authorization from cellular phone users whatsoever. One of Google's largest mobile  
5 content advertiser customers, Azoogleads US, Inc. d/b/a Azoogole ("Azoogole"),  
6 recently settled claims brought against it by the Office of the Attorney General of the  
7 State of Florida for deceptively marketing mobile subscription services on Google and  
8 other search engines.

9 31. Google's awareness of these industry-wide problems is reflected in its contract with its  
10 advertiser customers (called the "Advertising Program Terms," attached hereto as  
11 Exhibit F), including purveyors of mobile content. Google's Editorial Guidelines are  
12 incorporated by reference into its Advertising Program Terms:

13 Google and Customer hereby agree and acknowledge:

14 1. Policies. Program use is subject to all applicable Google  
15 and Partner policies, including without limitation the Editorial  
16 Guidelines ([adwords.google.com/select/guidelines.html](http://adwords.google.com/select/guidelines.html)),

17 *Google, Inc. Advertising Program Terms* (Aug. 22, 2006).

18 32. In turn, the Editorial Guidelines include Google's Content Policy, which contains  
19 language specifically relating to "Mobile Subscription Services:"

20 We allow the advertisement of mobile subscription services only when the site  
21 clearly and accurately displays price, subscription, and cancellation  
22 information. This includes, but is not limited to, sites that promote  
23 downloading ringtones, wallpaper, or text messages for predictions, love life  
24 advice, news, personality quizzes, and/or other entertainment services.

25 If your site promotes mobile subscription services and requires users to enter  
26 personal information such as names or phone numbers, your site must meet the  
27 following criteria:

28 1. Prominently display these details on the page where users first enter  
personal information (such as a name or phone number):

\* The identification of your service as a subscription

\* The price of the service

\* The billing interval (such as per week or once per month)

2. On the first page where users enter personal data, provide a prominent  
opt-in checkbox or other clear mechanism indicating that the user knowingly  
accepts the price and subscription service. The user should not be able to  
proceed without opting in.



1           3.       Clearly display cancellation information (or a clearly marked link to  
2           cancellation instructions) on your ad's landing page, the first page of your site  
3           users see after clicking on your ad.

4           All of the items above should be located in a prominent place on your webpage  
5           and should be easy to find, read, and understand.

6           *Google, Inc. Content Policy* (2008).

7           33.     Beyond the legal enforceability conferred on these words by contract, these statements  
8           in its Content Policy amount to public representations by Google of the accuracy and  
9           clarity of pricing, subscription, and cancellation information that Google users can  
10          expect to find on third-party websites linked to AdWords advertisements for mobile  
11          subscription services.

12          34.     Google's failure to independently enforce its Content Policy, despite public  
13          pronouncements to do so, goes beyond a mere lapse in ministerial or editorial function.  
14          Rather, it amounts to a material breach of an express contract to monitor content  
15          appearing on a specific group of websites owned and operated by third-parties that has  
16          led directly to damages of an untold magnitude.

17          35.     Moreover, prior to displaying those AdWords ads, Google routinely scans or  
18          downloads the landing pages of the websites that link to advertisements on the Google  
19          website, as providing the webpage is a prerequisite to the publication of an ad.  
20          Consequently, Google knows (or consciously avoids knowing) whether a particular  
21          landing page complies with its Content Policy.

22          36.     Driven by financial motivations, Google intentionally refuses to enforce its Content  
23          Policy with respect to mobile subscription services. Google intentionally misleads  
24          consumers by making public representations that it will not allow advertising for  
25          mobile subscription services which do not "clearly and accurately" disclose relevant  
26          pricing and related information, while at the same time allowing such advertising to  
27          regularly appear on its website.

28          37.     Google's failure to enforce its Content Policy stands in stark contrast to other  
                advertising restrictions in Google's Content Policy— such as the prohibition on  
                advertising for gambling—which Google does enforce (though apparently only

1 because it felt pressure to do so after a separate lawsuit was filed against it).  
2 38. Google derives significant sums of money from mobile subscription services which  
3 advertise through Google.  
4 39. On information and belief, a portion of Google's top 250 AdWords customers who are  
5 mobile content purveyors utilize landing pages that are not in compliance with  
6 Google's Advertising Program Terms ("Fraudulent Mobile Subscription Services,"  
7 discussed below). Google continues to provide the Fraudulent Mobile Subscription  
8 Services advertising under the AdWords program and continues to receive and retain  
9 advertising revenue from them, despite knowing (or consciously avoiding knowledge)  
10 that 1) their websites do not comply with its Content Policy, 2) they earn all or  
11 virtually all of their revenue through unauthorized mobile content charges to cellular  
12 telephone accounts, and 3) many of the consumers victimized by these Fraudulent  
13 Mobile Subscription Services found the websites using Google's search engine.

14 **Google's Motivations for Prohibiting Mobile Subscription Fraud**

15 40. Google's advertising expressly guarantees that its mobile subscription advertisements  
16 will be non-deceptive for two relevant reasons.  
17 41. First, Google attempts to create the appearance that its search engine is protecting  
18 users' interests, in order to gain and maintain the trust of consumers.  
19 42. Second, Google hopes to lull governmental agencies into falsely believing that Google  
20 is acting responsibly to prevent rampant fraud and abuse, which Google is in the  
21 unique position of either allowing to continue (and reaping vast ill-gotten financial  
22 gain for doing so) or ending almost completely.

23 **The Facts Relating To The Named Plaintiff**

24 43. In or about 2000, Plaintiff purchased new cell phone service for her personal use.  
25 44. Upon renewing her cell phone service in or about 2007, Plaintiff agreed to pay her  
26 wireless carrier a set monthly fee for a period of about 24 months.  
27 45. In or about December 2007, Plaintiff visited the Google website to find a ringtone  
28 provider. Plaintiff entered the keyword "ringtone" and similar variants into the Google

- 1 search engine and clicked on one or more of the AdWords advertisements appearing  
2 along the search results.
- 3 46. After clicking on the AdWords, Plaintiff was taken to Fraudulent Mobile Subscription  
4 Services websites, such as those attached as Exhibit G, which failed to display the  
5 required information pursuant to Google's Advertising Program Terms.
- 6 47. Plaintiff entered her cell phone number on one or more of such websites, which  
7 represented the terms of such mobile content as free, complimentary or otherwise  
8 deceptively unclear. Shortly thereafter, Plaintiff's cell phone account was charged by  
9 one or more of such purveyors of mobile subscription services and their agents,  
10 including m-Qube, for unwanted mobile content services in the form of "premium"  
11 text messages.
- 12 48. At no time did Plaintiff authorize the purchase of these products and services, and at  
13 no time did Plaintiff consent to such purveyors or their agents sending text messages  
14 to her cellular telephone.
- 15 49. During the relevant time period, m-Qube and other billing agents of mobile content  
16 purveyors caused Plaintiff to be charged service fees, which Plaintiff paid, in amounts  
17 not less than \$9.99 for such mobile content subscription services.

### 18 **Class Certification Allegations**

- 19 50. Plaintiff seeks certification of a Class under both Federal Rule of Civil Procedure Rule  
20 23(b)(2) and Rule 23(b)(3).
- 21 51. Pursuant to Federal Rule of Civil Procedure 23, Goddard brings this action on behalf  
22 of herself and all other similarly situated people as members of a Class, as defined as  
23 follows: All persons or entities who suffered damages as a result of clicking on a  
24 Google AdWords advertisement for mobile subscription services which linked to a  
25 Fraudulent Mobile Subscription Services website.
- 26 52. **Class Numerosity:** On information and belief, the Class consists of at least one  
27 thousand individuals and other entities, making joinder impractical, in satisfaction of  
28 Fed R. Civ. P. 23.

1 53. **Class Commonality:** Common questions of fact and law exist as to all Class members  
2 and predominate over the questions affecting only individual Class members. These  
3 common questions include:

- 4 (a) Whether Class members are third party beneficiaries of the  
5 Content Policy incorporated into Google's Advertising Terms;
- 6 (b) Whether Google breached its own Advertising Terms by  
7 allowing the Fraudulent Mobile Subscription Services to  
8 continue to use the AdWords program;
- 9 (c) Whether Google undertook a duty to protect Class members  
10 from misleading landing pages used by the Fraudulent Mobile  
11 Subscription Services;
- 12 (d) Whether Google breached its duty to protect Class members  
13 from misleading landing pages used by the Fraudulent Mobile  
14 Subscription Services;
- 15 (e) Whether these practices violate the Computer Fraud and Abuse  
16 Act (18 U.S.C. § 1030);
- 17 (f) Whether Google aided and abetted the commission of fraud and  
18 trespass to chattels by the Fraudulent Mobile Subscription  
19 Services;
- 20 (g) Whether Google knew about the practices and income of the  
21 Fraudulent Mobile Subscription Services;
- 22 (h) Whether Google consciously avoided knowing about the  
23 practices and income of the Fraudulent Mobile Subscription  
24 Services; and
- 25 (i) Whether Plaintiff and the Class are entitled to relief, and the  
26 nature of such relief.

27 54. **Class Typicality:** Plaintiff's claims are typical of the claims of other Class members.  
28 The wrongful conduct of Defendant threatens the Plaintiff and other Class members  
with the same injury and/or damages arising out of and based upon the same  
transactions, made uniformly to the Plaintiff and the public.

55. **Adequate Representation:** Plaintiff will fairly and adequately represent and protect  
the interests of the other Class members, and has retained counsel competent and  
experienced in complex class actions generally and class actions specifically involving  
the instant subject matter. Plaintiff has no interest antagonistic to those of the Class,  
and Defendant has no defenses unique to Plaintiff.

- 1 56. **Predominance and Superiority:** This class action is appropriate for certification  
2 because class proceedings are superior to all other available methods for the fair and  
3 efficient adjudication of this controversy, since joinder of all members is  
4 impracticable. The damages suffered by each individual Class member will likely be  
5 relatively small, especially given the burden and expense of individual prosecution of  
6 the complex litigation necessitated by the actions of Defendant. It would be virtually  
7 impossible for the Class members to individually obtain effective relief from the  
8 misconduct of Defendant. Even if members of the Class themselves could sustain such  
9 individual litigation, it would still not be preferable to a class action, because  
10 individual litigation would increase the delay and expense to all parties due to the  
11 complex legal and factual controversies presented in this Complaint. By contrast, a  
12 class action presents far fewer management difficulties and provides the benefits of  
13 single adjudication, economy of scale, and comprehensive supervision by a single  
14 Court. Economies of time, effort, and expense will be fostered and uniformity of  
15 decisions will be ensured.
- 16 57. **Policies Generally Applicable to the Class:** This class action is also appropriate for  
17 certification because Defendant has acted or refused to act on grounds generally  
18 applicable to the Class, thereby making appropriate final injunctive relief or  
19 corresponding declaratory relief with respect to the Class as a whole. Defendant's  
20 policies challenged herein apply and affect the Class uniformly, and Plaintiff's  
21 challenge of these policies hinges on Defendant's conduct, not on facts or law  
22 applicable only to Plaintiff.

23 **Count I: Violation of the California Unfair Competition Law**

- 24 58. Plaintiff incorporates by reference and realleges all paragraphs previously alleged  
25 herein.
- 26 59. The cellular phones used and owned by Plaintiff and the other Class members are  
27 sophisticated electronics equipment and contain many (if not most) of the same  
28 capabilities and equipment as traditional desktop computers, as well as cellular radio

1 signal processing technology. These cellular phones are computers under the definition  
2 of 18 U.S.C. § 1030(e)(1). Further, these cellular phones are used in interstate or  
3 foreign commerce and communication, and are protected computers under the  
4 definition of 18 U.S.C. § 1030(e)(1).

5 60. The delivery of SMS (or “Short Message Service”) messages to cellular telephones is  
6 performed according to industry standards. The technical protocols of these standards  
7 require that transmission of mobile subscription to a cellular phone (and the  
8 subsequent billing of that account) is not complete until the cellular phone transmits a  
9 confirmation signal. Thus, the unauthorized charges to phone numbers attributable to  
10 mobile subscription services require interactivity and access to the cellular phones of  
11 Plaintiff and the other Class members.

12 61. The Fraudulent Mobile Subscription Services so accessed the cellular phones of  
13 Plaintiff and the other Class members with the intent to defraud them out of the  
14 services’ unauthorized charges, the access furthered that fraud, and the mobile  
15 subscription services obtained payment of the charges through this fraud.

16 62. In addition and/or in the alternative, the Fraudulent Mobile Subscription Services’  
17 unauthorized charges damaged the cellular phones and cellular services of Plaintiff  
18 and the other Class members. If the Fraudulent Mobile Subscription Services’  
19 unauthorized charges are not paid eventually, the cellular carriers will discontinue all  
20 services (including cellular service) to the affected cellular accounts. Because Class  
21 members must pay additional fees to maintain their cellular service, these charges  
22 impair the availability of Class members’ access to and communication with their  
23 cellular service. Consequently, the Fraudulent Mobile Subscription Services’ charges  
24 constitute “damage” under the definition of 18 U.S.C. § 1030(e)(8) and payment of  
25 these charges constitutes “loss” under the definition of 18 U.S.C. § 1030(e)(11).

26 63. The unauthorized charges alleged in this Amended Complaint have caused Class  
27 members, collectively over the last year, to pay more than \$5,000 in additional fees to  
28 their cellular carriers to maintain their cellular service.

- 1 64. Thus, the Fraudulent Mobile Subscription Services' acts alleged above violate 18  
2 U.S.C. § 1030(a)(4) and/or 18 U.S.C. § 1030(a)(5)(B). Moreover, the Fraudulent  
3 Mobile Subscription Services derive all or substantially all of their revenue through  
4 such violations. Hence, all or substantially all revenue of the Fraudulent Mobile  
5 Subscription Services (and consequently any funds paid by the Fraudulent Mobile  
6 Subscription Services) are derived from a "specified unlawful activity," as that term is  
7 defined in 18 U.S.C. § 1957(f)(3) and 18 U.S.C. § 1956(c)(7).
- 8 65. The Fraudulent Mobile Subscription Services pay Google for its AdWords services.  
9 On information and belief, this payment is made to a depository account held by  
10 Google at one or more "financial institutions" as that term is defined in 31 U.S.C. §  
11 5312(a). On information and belief, many if not all of the Fraudulent Mobile  
12 Subscription Services have paid Google for its AdWords services well in excess of  
13 \$10,000. Moreover, Google bills each of the Fraudulent Mobile Subscription Services  
14 for the AdWord services they use on a monthly or other periodic basis. On information  
15 and belief, many if not all of the Fraudulent Mobile Subscription Services monthly or  
16 periodic payments to Google for the AdWords services exceed \$10,000.
- 17 66. Google knows (or consciously avoids knowing) that the Fraudulent Mobile  
18 Subscription Services derive all or substantially all of their revenue through  
19 unauthorized charges to users' cellular telephone accounts and therefore, all or  
20 substantially all funds from the Fraudulent Mobile Subscription Services necessarily  
21 represented criminally derived property. Further, Google substantially participates in  
22 the creation of AdWords ads, their associated keywords, and in driving end consumers  
23 to pages operated by the Fraudulent Mobile Subscription Services.
- 24 67. Google violates 18 U.S.C. § 1957(a) by accepting payment from the Fraudulent  
25 Mobile Subscription Services for AdWords through a financial institution, when it  
26 knows that such payment represents criminally derived property, and such payment in  
27 fact represents the proceeds of a specified unlawful act.
- 28 68. By reason of its violation of 18 U.S.C. § 1957(a), Google's acceptance of payment

1 from the Fraudulent Mobile Subscription Services is an unlawful business practice and  
2 constitutes unfair competition under Cal. Bus. & Prof. Code § 17200.

3 69. Plaintiff and the other Class members have been damaged by this UCL violation because  
4 they have ultimately paid additional fees to maintain their cellular services they would not  
5 have had to pay if the Fraudulent Mobile Subscription Services had not placed  
6 unauthorized charges on their cellular accounts. Absent Google's provision of AdWords  
7 services to the Fraudulent Mobile Subscription Services, the Class members would never  
8 have been damaged by the Fraudulent Mobile Subscription Services. Absent Google's  
9 knowing violation of 18 U.S.C. § 1957(a), it would have never provided AdWords services  
10 to the Fraudulent Mobile Subscription Services, and Class members would never have  
11 provided their personal information to the Fraudulent Mobile Subscription Services  
12 (enabling them to place the unauthorized charges).

13 70. Plaintiff, on her own behalf and behalf of the other Class members, seeks an order  
14 enjoining Google's unfair competition alleged herein, and restitution of property  
15 gained by such unfair competition under the UCL (Cal. Bus. & Prof. Code § 17203),  
16 as well as interest and attorney's fees and costs pursuant to Cal. Code Civ. Proc. §  
17 1021.5.

## 18 **Count II: Breach of Contract**

19 71. Plaintiff incorporates by reference and realleges all paragraphs previously alleged  
20 herein.

21 72. The Content Policy incorporated into Google's Advertising Terms is a contract  
22 between Google and the Fraudulent Mobile Subscription Services.

23 73. Plaintiff and the other Class members are the intended third-party beneficiaries of the  
24 contract. The intent to benefit Plaintiff and the class members is shown by the mutual  
25 obligations under the Content Policy alleged in Paragraphs 21 and 22. The Fraudulent  
26 Mobile Subscription Services understood that the Content Policy relating to mobile  
27 subscription services was intended to protect Google users who were also cellular  
28 subscribers from unauthorized and inadequately disclosed charges.



1 74. The Fraudulent Mobile Subscription Services' landing pages do not comply with the  
2 Content Policy. Google breached its obligations, as alleged in Paragraphs 21 and 22, to  
3 only allow advertising that complied with the Content Policy. Further, Google  
4 substantially participates in the creation of AdWords ads, their associated keywords,  
5 and in driving end consumers to pages operated by the Fraudulent Mobile Subscription  
6 Services.

7 75. Plaintiff and the other Class members have been damaged by Google's breach of the  
8 Content Policy because they have ultimately paid additional fees to maintain their cellular  
9 services they would not have had to pay if the Fraudulent Mobile Subscription Services had  
10 not placed unauthorized charges on their cellular accounts. Absent Google's provision of  
11 AdWords services to the Fraudulent Mobile Subscription Services, the Class members  
12 would never have been damaged by the Fraudulent Mobile Subscription Services. Absent  
13 Google's breach of the Content Policy, it would never have displayed AdWords ad or  
14 associated keywords for the Fraudulent Mobile Subscription Services' misleading landing  
15 pages, and Class members would never have provided their personal information to the  
16 Fraudulent Mobile Subscription Services (enabling them to place the unauthorized  
17 charges).

18 76. Plaintiff, on her own behalf and behalf of the other Class members, seeks damages for  
19 Google's breach of contract.

20 **Count III: Negligence**

21 77. Plaintiff incorporates by reference and realleges all paragraphs previously alleged  
22 herein.

23 78. Under the common law of California, Google had a duty to Class members because it  
24 voluntarily undertook to protect them from unauthorized charges by the Fraudulent Mobile  
25 Subscription Services. When it formulated, published, and enforced its Content Policy,  
26 Google expressed an intent to protect Class members from misleading landing pages used  
27 by mobile subscription services. When Google collaborated in the creation of—and sold  
28 AdWords to—the Fraudulent Mobile Subscription Services, the assistance and ultimate

1 transaction was intended to influence Class members' mobile subscription purchasing  
2 decisions.

3 79. The risk that Google's AdWords would provide advertising for mobile subscription  
4 services that made unauthorized and inadequately disclosed charges to Google users'  
5 cellular subscription accounts was foreseeable. Google voluntarily undertook a duty to  
6 limit and prevent that risk when it adopted the provisions of its Content Policy relating to  
7 mobile subscription services.

8 80. Google breached that duty when it permitted the Fraudulent Mobile Subscription Services  
9 to advertise through its AdWords program and aided in the creation or development of the  
10 AdWords ads, associated keywords, or in driving end consumers to such ads through its  
11 search engine.

12 81. Plaintiff and the other Class members have been damaged by Google's breach of its duty  
13 because they have ultimately paid additional fees to maintain their cellular services they  
14 would not have had to pay if the Fraudulent Mobile Subscription Services had not placed  
15 unauthorized charges on their cellular accounts. Absent Google's provision of AdWords  
16 services to the Fraudulent Mobile Subscription Services, the Class members would never  
17 have been damaged by the Fraudulent Mobile Subscription Services. Absent Google's  
18 breach of its Content Policy, it would have never displayed AdWords for the Fraudulent  
19 Mobile Subscription Services' misleading landing pages, and Class members would never  
20 have provided their personal information to the Fraudulent Mobile Subscription Services  
21 (enabling them to place the unauthorized charges).

22 82. Plaintiff, on her own behalf and behalf of the other Class members, seeks damages for  
23 Google's negligence.

#### 24 **Count IV: Aiding and Abetting**

25 83. Plaintiff incorporates by reference and realleges all paragraphs previously alleged  
26 herein.

27 84. **Trespass to Chattels:** The Fraudulent Mobile Subscription Services intentionally and  
28 without informed consent, gained access to the cellular phones of Plaintiff and the

- 1 other members of the Class, used these phones, occupied their memory, and disrupted  
2 the service for these phones.
- 3 85. The actions of the Fraudulent Mobile Subscription Services alleged herein imposed an  
4 additional marginal cost on Plaintiff and the other members of the Class's operation  
5 and use of their cellular phones. The Fraudulent Mobile Subscription Services  
6 interfered with Plaintiff and the members of Class's unencumbered use of their cellular  
7 phones. The function and operation of the cellular phones of Plaintiff and the other  
8 members of the Class was impaired by the unauthorized mobile content and  
9 corresponding charges placed on the cellular accounts of Plaintiff and the other  
10 members of the Class by the Fraudulent Mobile Subscription Services.
- 11 86. **Violation of the CFAA:** As alleged above, the Fraudulent Mobile Subscription  
12 Services violated the CFAA and damaged Plaintiff and the other members of the  
13 Class.
- 14 87. **Violation of the UCL:** The Fraudulent Mobile Subscription Services made misleading  
15 statements which reasonably led Plaintiff to believe that she would not be charged if  
16 she provided her cellular phone number. Specifically, the Fraudulent Mobile  
17 Subscription Services, and their agents including m-Qube, failed to clearly and  
18 accurately disclose the price, subscription period and cancellation procedure of their  
19 services and that Plaintiff would be charged for such mobile content services. The  
20 other Fraudulent Mobile Subscription Services made similar misrepresentations to  
21 other members of the Class.
- 22 88. Plaintiff and the other members of the Class were damaged because they relied on the  
23 misrepresentations by the Fraudulent Mobile Subscription Services. Specifically,  
24 Plaintiff and the other members of the Class paid more to maintain their cellular  
25 service than they would have otherwise paid, because of the unauthorized charges by  
26 the Fraudulent Mobile Subscription Services.
- 27 89. The actions of the Fraudulent Mobile Subscription Services are unlawful and  
28 fraudulent business acts or practices and constitute unfair competition under Cal. Bus.

1 & Prof. Code § 17200.

2 90. **Google's Knowledge:** As alleged above, the ordinary operation of the AdWords  
3 program gave Google ample opportunities to discovery that the acts of the Fraudulent  
4 Mobile Subscription Services were tortious, as alleged above. Google actually did  
5 learn and know that the Fraudulent Mobile Subscription Services committed the acts  
6 alleged above, and that such acts were tortious.

7 91. **Google's Assistance:** Despite its knowledge of the Fraudulent Mobile Subscription  
8 Services' tortious acts alleged above, Google continued to supply advertising to the  
9 Fraudulent Mobile Subscription Services through the AdWords advertising service.  
10 Further, Google substantially participates in the creation of AdWords ads, their  
11 associated keywords, and in driving end consumers to pages operated by the  
12 Fraudulent Mobile Subscription Services. This advertising was an essential part of the  
13 Fraudulent Mobile Subscription Services' scheme, because they could not collect  
14 unwitting users' cellular numbers without Google driving Internet traffic towards their  
15 landing pages.

16 92. Under 18 U.S.C. § 1957(a) and/or Cal. Bus. & Prof. Code § 17200, Google had a  
17 separate and independent legal duty not to exchange advertising for funds it knew the  
18 Fraudulent Mobile Subscription Services had derived through the criminal and tortious  
19 acts alleged in this Complaint.

20 93. As a direct and proximate result of the aiding and abetting of these acts, Plaintiff and  
21 the other members of the Class have suffered injury, damage, loss, and harm,  
22 including, but not limited to, losses for payment of unauthorized mobile subscription  
23 charges appearing on their cellular telephone bills and for consumed computing  
24 services of their cellular telephones, including computer time, data processing, and  
25 storage capacity required to receive such unauthorized services. The wrongful conduct  
26 Google aided and abetted was a substantial factor in causing this harm.

27 94. Google's aiding and abetting of these wrongful acts was willful, oppressive, and in  
28 conscious disregard of Plaintiff's rights in contract, and Plaintiff is therefore entitled to

1 the disgorgement of gains Google received for marketing tortuous mobile subscription  
2 services.

3 WHEREFORE, Plaintiff prays that the Court enter judgment and orders in her favor  
4 and against Defendant as follows:

- 5 (a) An order certifying the Class, directing that this case proceed as  
6 a class action, and appointing Plaintiff and her counsel to  
7 represent the Class;
- 8 (b) Equitable and injunctive relief against Defendant, including a  
9 constructive trust, an accounting, and an injunction prohibiting  
10 the continued unlawful business practices alleged in Count I;
- 11 (c) Damages;
- 12 (d) Restitution and disgorgement of all ill-gotten gains unjustly  
13 obtained and retained by Defendant through acts complained of  
14 herein;
- 15 (e) An order granting reasonable attorneys' fees and costs, as well  
16 as pre and post-judgment interest at the maximum legal rate; and
- 17 (f) Such other and further relief as this Court may deem  
18 appropriate.

19 Dated: January 16, 2009

20 By: /s/ Alan Himmelfarb

21 Alan Himmelfarb  
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# Exhibit A

Keyword Tool

Use the Keyword Tool to get new keyword ideas. Select an option below to enter a few descriptive words or phrases, or type in your website's URL. [Keyword Tool Tips](#)

**Important note:** We cannot guarantee that these keywords will improve your campaign performance. We reserve the right to disapprove any keywords you add. You are responsible for the keywords you select and for ensuring that your use of the keywords does not violate any applicable laws.

**new** Want more keyword ideas? Try the [Search-based Keyword Tool](#), a new tool that will generate ideas matched to your website.

Results are tailored to **English, United States** [Edit](#)

How would you like to generate keyword ideas?

☒ Descriptive words or phrases  
(e.g. green tea)

☐ Website content  
(e.g. www.example.com/product?id=74893)

Enter one keyword or phrase per line:  

ringtone

☒ Use synonyms

[Filter my results](#)

Get keyword ideas

Selected Keywords:

Click 'Sign up with these keywords' when you're finished. We'll remember your keyword list when you create your first campaign.

No keywords added yet

[+ Add your own keywords](#)

Sign up with these keywords

Calculate estimates using a different maximum CPC bid:  
US Dollars (USD \$)

Choose columns to display: [?](#)  
Show/hide columns

Recalculate [?](#)

Keywords	Estimated Ad Position <a href="#">?</a>	Estimated Avg. CPC <a href="#">?</a>	Approx Avg Search Volume <a href="#">?</a>	Search Volume Trends (Nov 2007 - Oct 2008) <a href="#">?</a>	Highest Volume Occurred In	Match Type: <a href="#">?</a> Exact
Keywords related to term(s) entered - <a href="#">sort by relevance</a> <a href="#">?</a>						
[free ringtones]	1 - 3	\$2.27	2,240,000		Feb	<a href="#">Add Exact</a> <a href="#">↕</a>
[ringtones]	1 - 3	\$2.12	823,000		Aug	<a href="#">Add Exact</a> <a href="#">↕</a>
[ringtone]	1 - 3	\$1.57	246,000		Jul	<a href="#">Add Exact</a> <a href="#">↕</a>
[free ringtone]	1 - 3	\$1.68	201,000		Sep	<a href="#">Add Exact</a> <a href="#">↕</a>
[download ringtones]	1 - 3	\$2.21	60,500		Jan	<a href="#">Add Exact</a> <a href="#">↕</a>
[free mp3 ringtones]	1 - 3	\$1.62	49,500		Nov	<a href="#">Add Exact</a> <a href="#">↕</a>
[cell phone ringtone]	1 - 3	\$1.88	40,500		Jan	<a href="#">Add Exact</a> <a href="#">↕</a>
[ringtone maker]	1 - 3	\$1.22	40,500		Sep	<a href="#">Add Exact</a> <a href="#">↕</a>
[download free ringtones]	1 - 3	\$1.86	33,100		Jul	<a href="#">Add Exact</a> <a href="#">↕</a>
[mosquito ringtone]	1 - 3	\$2.16	27,100		Oct	<a href="#">Add Exact</a> <a href="#">↕</a>
[free ringtone downloads]	1 - 3	\$2.02	22,200		Oct	<a href="#">Add Exact</a> <a href="#">↕</a>
[free music ringtones]	1 - 3	\$1.79	18,100		Jul	<a href="#">Add Exact</a> <a href="#">↕</a>
[funny ringtones]	1 - 3	\$1.54	18,100		Jul	<a href="#">Add Exact</a> <a href="#">↕</a>

Keywords	Estimated Ad Position	Estimated Avg. CPC	Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Exact
[mobile ringtone]	1 - 3	\$1.95	18,100		Jan	<a href="#">Add Exact</a>
[cell phone ringtones]	1 - 3	\$2.09	14,800		Nov	<a href="#">Add Exact</a>
[free cell phone ringtones]	1 - 3	\$2.00	14,800		Jan	<a href="#">Add Exact</a>
[free mobile ringtones]	1 - 3	\$1.85	14,800		Jul	<a href="#">Add Exact</a>
[hot ringtones]	1 - 3	\$1.87	14,800		Dec	<a href="#">Add Exact</a>
[nextel ringtones]	1 - 3	\$2.43	12,100		Feb	<a href="#">Add Exact</a>
[polyphonic ringtones]	1 - 3	\$1.76	12,100		Dec	<a href="#">Add Exact</a>
[ringtones for cell phones]	1 - 3	\$2.22	12,100		May	<a href="#">Add Exact</a>
[ringtones for free]	1 - 3	\$2.30	12,100		Mar	<a href="#">Add Exact</a>
[download ringtone]	1 - 3	\$1.48	9,900		Nov	<a href="#">Add Exact</a>
[free real ringtones]	1 - 3	\$1.81	9,900		Dec	<a href="#">Add Exact</a>
[make ringtones]	1 - 3	\$1.37	9,900		Sep	<a href="#">Add Exact</a>
[mobile ringtones]	1 - 3	\$2.12	9,900		Feb	<a href="#">Add Exact</a>
[music ringtones]	1 - 3	\$1.86	9,900		Jan	<a href="#">Add Exact</a>
[ringtone converter]	1 - 3	\$1.03	9,900		Jan	<a href="#">Add Exact</a>
[ringtone creator]	1 - 3	\$1.13	9,900		Jan	<a href="#">Add Exact</a>
[t mobile ringtones]	1 - 3	\$2.59	9,900		May	<a href="#">Add Exact</a>
[free t mobile ringtones]	1 - 3	\$2.10	8,100		Jul	<a href="#">Add Exact</a>
[get free ringtones]	1 - 3	\$1.89	8,100		Oct	<a href="#">Add Exact</a>
[polyphonic ringtone]	1 - 3	\$1.65	8,100		Jan	<a href="#">Add Exact</a>
[ringtones com]	1 - 3	\$2.08	8,100		Aug	<a href="#">Add Exact</a>
[tmobile ringtones]	1 - 3	\$2.34	8,100		Mar	<a href="#">Add Exact</a>
[downloadable ringtones]	1 - 3	\$1.80	6,600		Feb	<a href="#">Add Exact</a>
[free downloadable ringtones]	1 - 3	\$1.81	6,600		Aug	<a href="#">Add Exact</a>
[free nextel ringtones]	1 - 3	\$1.73	6,600		Apr	<a href="#">Add Exact</a>
[free polyphonic ringtones]	1 - 3	\$1.58	6,600		Dec	<a href="#">Add Exact</a>
[mp3 ringtone]	1 - 3	\$1.23	6,600		Jan	<a href="#">Add Exact</a>



Keywords	Estimated Ad Position	Estimated Avg. CPC	Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Exact
[real ringtones]	1 - 3	\$1.89	6,600		Oct	<a href="#">Add Exact</a>
[ringtone software]	1 - 3	\$1.27	6,600		Jan	<a href="#">Add Exact</a>
[cheap ringtones]	1 - 3	\$2.03	5,400		Dec	<a href="#">Add Exact</a>
[hip hop ringtones]	1 - 3	\$1.87	5,400		Nov	<a href="#">Add Exact</a>
[midi ringtones]	1 - 3	\$1.63	5,400		Nov	<a href="#">Add Exact</a>
[phone ringtones]	1 - 3	\$1.97	5,400		Jul	<a href="#">Add Exact</a>
[samsung ringtones]	1 - 3	\$1.70	5,400		Feb	<a href="#">Add Exact</a>
[buy ringtones]	1 - 3	\$2.14	4,400		Feb	<a href="#">Add Exact</a>
[christian ringtones]	1 - 3	\$1.67	4,400		Jan	<a href="#">Add Exact</a>
[download free ringtone]	1 - 3	\$1.49	4,400		Jan	<a href="#">Add Exact</a>
[free mp3 ringtone]	1 - 3	\$1.28	4,400		Nov	<a href="#">Add Exact</a>
[24 ringtone]	1 - 3	\$1.23	3,600		Jan	<a href="#">Add Exact</a>
[bollywood ringtones]	1 - 3	\$0.96	3,600		Nov	<a href="#">Add Exact</a>
[cellular ringtones]	1 - 3	\$2.08	3,600		Aug	<a href="#">Add Exact</a>
[cool ringtones]	1 - 3	\$1.83	3,600		May	<a href="#">Add Exact</a>
[free cell phone ringtone]	1 - 3	\$2.07	3,600		Jan	<a href="#">Add Exact</a>
[free cellphone ringtones]	1 - 3	\$1.83	3,600		Jan	<a href="#">Add Exact</a>
[free midi ringtones]	1 - 3	\$1.49	3,600		Jan	<a href="#">Add Exact</a>
[hindi ringtones]	1 - 3	\$0.78	3,600		Nov	<a href="#">Add Exact</a>
[lg ringtones]	1 - 3	\$1.63	3,600		Jan	<a href="#">Add Exact</a>
[wwe ringtones]	1 - 3	\$2.35	3,600		Feb	<a href="#">Add Exact</a>
[convert mp3 to ringtone]	1 - 3	\$0.82	2,900		Jan	<a href="#">Add Exact</a>
[country ringtones]	1 - 3	\$2.33	2,900		Jan	<a href="#">Add Exact</a>
[crazy frog ringtone]	1 - 3	\$2.49	2,900		Jan	<a href="#">Add Exact</a>
[ctu ringtone]	1 - 3	\$1.25	2,900		Jan	<a href="#">Add Exact</a>
[disney ringtones]	1 - 3	\$3.00	2,900		Feb	<a href="#">Add Exact</a>
[get ringtones]	1 - 3	\$1.87	2,900		Aug	<a href="#">Add Exact</a>
[movie ringtones]	1 - 3	\$1.41	2,900		Jan	<a href="#">Add Exact</a>
[music ringtone]	1 - 3	\$1.60	2,900		Mar	<a href="#">Add Exact</a>

Keywords	Estimated Ad Position	Estimated Avg. CPC	Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Exact
[rap ringtones]	1 - 3	\$1.89	2,900		Feb	<a href="#">Add Exact</a>
[ringtone jukebox]	1 - 3	\$1.82	2,900		Jan	<a href="#">Add Exact</a>
[voice ringtones]	1 - 3	\$2.29	2,900		Mar	<a href="#">Add Exact</a>
[wap ringtones]	1 - 3	\$1.20	2,900		Jan	<a href="#">Add Exact</a>
[cell ringtones]	1 - 3	\$2.09	2,400		Jul	<a href="#">Add Exact</a>
[cellphone ringtones]	1 - 3	\$2.06	2,400		Jan	<a href="#">Add Exact</a>
[midi ringtone]	1 - 3	\$1.32	2,400		Nov	<a href="#">Add Exact</a>
[new ringtones]	1 - 3	\$2.24	2,400		Jan	<a href="#">Add Exact</a>
[nextel ringtone]	1 - 3	\$1.42	2,400		Nov	<a href="#">Add Exact</a>
[phone ringtone]	1 - 3	\$1.84	2,400		Nov	<a href="#">Add Exact</a>
[download ringtones for free]	1 - 3	\$1.52	1,900		Sep	<a href="#">Add Exact</a>
[monophonic ringtones]	1 - 3	\$1.82	1,900		Jan	<a href="#">Add Exact</a>
[ringtone com]	1 - 3	\$1.77	1,900		Nov	<a href="#">Add Exact</a>
[ringtones mp3]	1 - 3	\$1.42	1,900		Jul	<a href="#">Add Exact</a>
[silent ringtone]	1 - 3	\$1.77	1,900		Jan	<a href="#">Add Exact</a>
[star wars ringtones]	1 - 3	\$1.87	1,900		Jan	<a href="#">Add Exact</a>
[poly ringtones]	1 - 3	\$1.54	1,600		Jun	<a href="#">Add Exact</a>
[real ringtone]	1 - 3	\$1.93	1,600		Jan	<a href="#">Add Exact</a>
[ringtones downloads]	1 - 3	\$1.57	1,600		May	<a href="#">Add Exact</a>
[samsung ringtone]	1 - 3	\$1.55	1,600		Jan	<a href="#">Add Exact</a>
[sex and the city ringtone]	1 - 3	\$2.93	1,600		Jun	<a href="#">Add Exact</a>
[t mobile ringtone]	1 - 3	\$2.06	1,600		Nov	<a href="#">Add Exact</a>
[beatles ringtones]	1 - 3	\$1.83	1,300		Mar	<a href="#">Add Exact</a>
[downloading ringtones]	1 - 3	\$1.77	1,300		May	<a href="#">Add Exact</a>
[final fantasy ringtone]	1 - 3	\$2.29	1,300		Jan	<a href="#">Add Exact</a>
[fun ringtones]	1 - 3	\$1.34	1,300		Aug	<a href="#">Add Exact</a>
[hindi ringtone]	1 - 3	\$0.52	1,300		Nov	<a href="#">Add Exact</a>
[lg ringtone]	1 - 3	\$1.62	1,300		Jan	<a href="#">Add Exact</a>
[fre ringtones]	1 - 3	\$1.79	1,000		Aug	<a href="#">Add Exact</a>
[how to download ringtones]	1 - 3	\$1.35	1,000		Aug	<a href="#">Add Exact</a>

Keywords	Estimated Ad Position	Estimated Avg. CPC	Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Exact
[linkin park ringtones]	1 - 3	\$1.85	1,000		Mar	<a href="#">Add Exact</a>
[my ringtones]	1 - 3	\$1.60	1,000		Oct	<a href="#">Add Exact</a>
[poly ringtone]	1 - 3	\$1.52	1,000		Jan	<a href="#">Add Exact</a>
[simpsons ringtone]	1 - 3	\$1.57	1,000		Jan	<a href="#">Add Exact</a>
[tv ringtones]	1 - 3	\$1.59	1,000		Jan	<a href="#">Add Exact</a>
[frog ringtone]	1 - 3	\$2.37	880		Jan	<a href="#">Add Exact</a>
[kill bill ringtone]	1 - 3	\$1.10	880		Nov	<a href="#">Add Exact</a>
[mobile ringtone converter]	1 - 3	\$0.81	880		Apr	<a href="#">Add Exact</a>
[realtone ringtones]	1 - 3	\$1.85	880		Jan	<a href="#">Add Exact</a>
[ringtone wav]	1 - 3	\$0.98	880		Jan	<a href="#">Add Exact</a>
[ringtones to download]	1 - 3	\$1.47	880		May	<a href="#">Add Exact</a>
[rock ringtones]	1 - 3	\$1.65	880		Aug	<a href="#">Add Exact</a>
[tamil ringtones]	1 - 3	\$1.57	880		Jan	<a href="#">Add Exact</a>
[voice ringtone]	1 - 3	\$1.86	880		Jan	<a href="#">Add Exact</a>
[www ringtones]	1 - 3	\$1.68	880		Nov	<a href="#">Add Exact</a>
[compose ringtone]	1 - 3	\$1.32	720		Nov	<a href="#">Add Exact</a>
[composer ringtone]	1 - 3	\$1.20	720		Jan	<a href="#">Add Exact</a>
[ringtone maker free]	1 - 3	\$1.34	720		Oct	<a href="#">Add Exact</a>
[ringtones and wallpapers]	1 - 3	\$1.58	720		Mar	<a href="#">Add Exact</a>
[sell ringtones]	1 - 3	\$1.81	720		Aug	<a href="#">Add Exact</a>
[buy ringtone]	1 - 3	\$1.80	590		Mar	<a href="#">Add Exact</a>
[get free ringtone]	1 - 3	\$1.86	590		Nov	<a href="#">Add Exact</a>
[mid ringtone]	1 - 3	\$0.86	590		Jan	<a href="#">Add Exact</a>
[send ringtone]	1 - 3	\$1.37	590		Dec	<a href="#">Add Exact</a>
[top ringtone]	1 - 3	\$1.38	590		Jul	<a href="#">Add Exact</a>
[ringtone codes]	1 - 3	\$1.25	480		Nov	<a href="#">Add Exact</a>
[ringtone theme]	1 - 3	\$1.53	480	No data	No data	<a href="#">Add Exact</a>
[sample ringtones]	1 - 3	\$1.97	480		Sep	<a href="#">Add Exact</a>
[monophonic ringtone]	1 - 3	\$1.62	390		Jan	<a href="#">Add Exact</a>
[wap ringtone]	1 - 3	\$1.42	390		Jan	<a href="#">Add Exact</a>
[keypress ringtone]	1 - 3	\$1.25	320		Nov	<a href="#">Add Exact</a>
[ringtone tones]	1 - 3	\$1.69	320		Nov	<a href="#">Add Exact</a>

Keywords	Estimated Ad Position	Estimated Avg. CPC	Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Exact
[rtttl ringtone]	1 - 3	\$1.54	320		Jan	<a href="#">Add Exact</a>
[cat ringtone]	1 - 3	\$1.25	210		Sep	<a href="#">Add Exact</a>
[latest ringtone]	1 - 3	\$0.54	210		Jan	<a href="#">Add Exact</a>
[realtone ringtone]	1 - 3	\$1.61	170		Nov	<a href="#">Add Exact</a>
[ringtone file]	1 - 3	\$1.06	170		Jan	<a href="#">Add Exact</a>
[ringtone ericsson]	1 - 3	\$1.77	110		Feb	<a href="#">Add Exact</a>
[t610 ringtone]	1 - 3	\$2.03	110		Jan	<a href="#">Add Exact</a>
[polyphone ringtone]	1 - 3	\$1.00	91		Dec	<a href="#">Add Exact</a>
[ringtone melody]	1 - 3	\$1.50	91		Dec	<a href="#">Add Exact</a>
[rttl ringtone]	1 - 3	\$1.73	91		Dec	<a href="#">Add Exact</a>
[wallpaper ringtone]	1 - 3	\$1.71	73		Dec	<a href="#">Add Exact</a>
[ringtone truetone]	1 - 3	\$1.27	58		Dec	<a href="#">Add Exact</a>
[ringtone wallpapers]	1 - 3	\$0.05	58		Jul	<a href="#">Add Exact</a>
[ringtone tune]	1 - 3	\$0.05	46		Sep	<a href="#">Add Exact</a>
[ringtone realtones]	1 - 3	\$1.94	36		Jun	<a href="#">Add Exact</a>
[ringtone sagem]	1 - 3	\$1.64	36		May	<a href="#">Add Exact</a>
[ringtone ringers]	1 - 3	\$0.05	28	No data	No data	<a href="#">Add Exact</a>
[ringtone mono]	1 - 3	\$1.39	22		May	<a href="#">Add Exact</a>
[truetones ringtone]	1 - 3	\$0.05	22		Nov	<a href="#">Add Exact</a>
<a href="#">Add all 150 »</a>						
Download all keywords: <a href="#">text</a> , <a href="#">.csv (for excel)</a> , <a href="#">.csv</a>						
<b>Additional keywords to consider - <a href="#">sort by relevance</a></b>						
[ring tones]	1 - 3	\$2.12	135,000		Jul	<a href="#">Add Exact</a>
[free ring tones]	1 - 3	\$2.28	110,000		Aug	<a href="#">Add Exact</a>
[tone]	1 - 3	\$1.07	74,000		Jan	<a href="#">Add Exact</a>
[ring tone]	1 - 3	\$1.58	22,200		Jul	<a href="#">Add Exact</a>
[tones]	1 - 3	\$1.80	9,900		Nov	<a href="#">Add Exact</a>
[free ring tone]	1 - 3	\$1.85	8,100		Feb	<a href="#">Add Exact</a>
[polyphonic]	1 - 3	\$1.44	8,100		Nov	<a href="#">Add Exact</a>
[ringers]	1 - 3	\$1.74	8,100		Aug	<a href="#">Add Exact</a>
[realtones]	1 - 3	\$1.60	6,600		Nov	<a href="#">Add Exact</a>
[monophonic]	1 - 3	\$1.61	2,900		Sep	<a href="#">Add Exact</a>
[real tones]	1 - 3	\$1.80	2,900		Nov	<a href="#">Add Exact</a>
[mobile phone ringtones]	1 - 3	\$1.85	2,400		Nov	<a href="#">Add Exact</a>
[mobile ring tones]	1 - 3	\$2.37	1,900		Jan	<a href="#">Add Exact</a>
[phone ring tones]	1 - 3	\$2.22	1,900		Nov	<a href="#">Add Exact</a>

Keywords	Estimated Ad Position	Estimated Avg. CPC	Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Exact
[downloadable ringtone]	1 - 3	\$1.77	1,600		Feb	<a href="#">Add Exact</a>
[harry potter ringtone]	1 - 3	\$1.77	1,600		Jan	<a href="#">Add Exact</a>
[true tones]	1 - 3	\$1.21	1,600		Jan	<a href="#">Add Exact</a>
[real tone]	1 - 3	\$1.49	1,300		Jan	<a href="#">Add Exact</a>
[arabic ringtone]	1 - 3	\$1.26	1,000		Jan	<a href="#">Add Exact</a>
[download ring tones]	1 - 3	\$1.83	1,000		Nov	<a href="#">Add Exact</a>
[mobile phone ringtone]	1 - 3	\$1.96	1,000		Nov	<a href="#">Add Exact</a>
[phone tones]	1 - 3	\$2.19	1,000		Oct	<a href="#">Add Exact</a>
[realtone]	1 - 3	\$1.51	1,000		Jul	<a href="#">Add Exact</a>
[star wars ringtone]	1 - 3	\$1.70	1,000		May	<a href="#">Add Exact</a>
[mission impossible ringtone]	1 - 3	\$2.10	880		Dec	<a href="#">Add Exact</a>
[cellular ringtone]	1 - 3	\$2.00	720		Nov	<a href="#">Add Exact</a>
[keypress]	1 - 3	\$1.18	720		Nov	<a href="#">Add Exact</a>
[mobile phone ring tones]	1 - 3	\$2.44	720		Jan	<a href="#">Add Exact</a>
[sony ericsson ringtone]	1 - 3	\$1.46	720		Nov	<a href="#">Add Exact</a>
[get ringtone]	1 - 3	\$1.72	590		Jan	<a href="#">Add Exact</a>
[polyphonic ring tones]	1 - 3	\$2.09	590		Jan	<a href="#">Add Exact</a>
[polyphonic tones]	1 - 3	\$1.53	590		Jan	<a href="#">Add Exact</a>
[kyocera ringtone]	1 - 3	\$1.47	480		Nov	<a href="#">Add Exact</a>
[mobile ring tone]	1 - 3	\$2.01	480		Oct	<a href="#">Add Exact</a>
[true tone]	1 - 3	\$0.79	480		Nov	<a href="#">Add Exact</a>
[truetone]	1 - 3	\$0.97	480		Dec	<a href="#">Add Exact</a>
[truetones]	1 - 3	\$0.80	480		Dec	<a href="#">Add Exact</a>
[cellphone ringtone]	1 - 3	\$1.93	320		Jan	<a href="#">Add Exact</a>
[metallica ringtone]	1 - 3	\$1.88	320		Jul	<a href="#">Add Exact</a>
[polyphonics]	1 - 3	\$1.20	320		Oct	<a href="#">Add Exact</a>
[rtttl]	1 - 3	\$1.25	320		Oct	<a href="#">Add Exact</a>
[the oc ringtone]	1 - 3	\$1.00	170		Dec	<a href="#">Add Exact</a>
[alcatel ringtone]	1 - 3	\$1.29	140		Nov	<a href="#">Add Exact</a>
[rttl]	1 - 3	\$1.19	140		Apr	<a href="#">Add Exact</a>
[ringtone real tones]	1 - 3	\$1.84	110		Mar	<a href="#">Add Exact</a>
[theme song ringtone]	1 - 3	\$1.71	73		Jan	<a href="#">Add Exact</a>

Keywords	Estimated Ad Position	Estimated Avg. CPC	Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Exact
[true tones ringtone]	1 - 3	\$0.05	28		Jul	<a href="#">Add Exact</a>
[ringtone true tone]	1 - 3	\$1.60	22		Feb	<a href="#">Add Exact</a>
[ringtone real tone]	1 - 3	\$1.72	16		Feb	<a href="#">Add Exact</a>
[ring tone ringtone]	1 - 3	\$0.05	12		May	<a href="#">Add Exact</a>
<a href="#">Add all 50 »</a>						
Download all keywords: <a href="#">text</a> , <a href="#">.csv (for excel)</a> , <a href="#">.csv</a>						

# Exhibit B



ringtone		
Get	ringtones	121,000,000 results
	ringtone maker	2,020,000 results
	ringtones free	5,010,000 results
	ringtones for iphone	15,200,000 results
	ringtones download	2,950,000 results
	ringtone creator	806,000 results
	ringtones for blackberry	7,110,000 results
	ringtone converter	2,320,000 results
	ringtones.com	67,400,000 results
	ringtones free download	1,060,000 results

[Advanced Search](#)  
[Preferences](#)  
[Language Tools](#)

[Use](#)



# Exhibit C



free		
free online games	46,400,000	results
free games	87,200,000	results
free ringtones	13,200,000	results
free translation	17,100,000	results
free music downloads	48,300,000	results
free rider 2	9,950,000	results
free credit report	22,600,000	results
free music	129,000,000	results
free online movies	33,300,000	results
free fonts	3,010,000	results
close		

[Advanced Search](#)  
[Preferences](#)  
[Language Tools](#)

# Exhibit D

Keyword Tool

Use the Keyword Tool to get new keyword ideas. Select an option below to enter a few descriptive words or phrases, or type in your website's URL. [Keyword Tool Tips](#)

**Important note:** We cannot guarantee that these keywords will improve your campaign performance. We reserve the right to disapprove any keywords you add. You are responsible for the keywords you select and for ensuring that your use of the keywords does not violate any applicable laws.

new Want more keyword ideas? Try the [Search-based Keyword Tool](#), a new tool that will generate ideas matched to your website.

Results are tailored to **English, United States** [Edit](#)

How would you like to generate keyword ideas?

☒ Descriptive words or phrases  
(e.g. green tea)

☐ Website content  
(e.g. www.example.com/product?id=74893)

Enter one keyword or phrase per line:  

ringtone

☒ Use synonyms

[Filter my results](#)

Get keyword ideas

Selected Keywords:

Click 'Sign up with these keywords' when you're finished. We'll remember your keyword list when you create your first campaign.

No keywords added yet

[+ Add your own keywords](#)

Calculate estimates using a different maximum CPC bid:  

US Dollars (USD \$)

Recalculate

Choose columns to display:  

Show/hide columns

▼ Approx

Estimated  
Ad Position

Avg  
Search  
Volume

Search Volume Trends  
(Nov 2007 - Oct 2008)

Highest  
Volume  
Occurred In

Match Type:  
Broad

Keywords related to term(s) entered - [sort by relevance](#)

ringtones	1 - 3	9,140,000		Feb	<a href="#">Add</a>
free ringtones	1 - 3	4,090,000		Feb	<a href="#">Add</a>
ringtone	1 - 3	4,090,000		Aug	<a href="#">Add</a>
free ringtone	1 - 3	1,000,000		Aug	<a href="#">Add</a>
ringtones for free	1 - 3	450,000		Jun	<a href="#">Add</a>
download ringtones	1 - 3	368,000		Jan	<a href="#">Add</a>
phone ringtones	1 - 3	301,000		Nov	<a href="#">Add</a>
ringtones mp3	1 - 3	301,000		Dec	<a href="#">Add</a>
download ringtone	1 - 3	246,000		Jan	<a href="#">Add</a>
mobile ringtones	1 - 3	246,000		Nov	<a href="#">Add</a>
mp3 ringtone	1 - 3	246,000		Aug	<a href="#">Add</a>
download free ringtones	1 - 3	201,000		Jan	<a href="#">Add</a>
cell ringtones	1 - 3	165,000		Nov	<a href="#">Add</a>
phone ringtone	1 - 3	165,000		Jan	<a href="#">Add</a>
cellular ringtones	1 - 3	135,000		Nov	<a href="#">Add</a>
free mobile ringtones	1 - 3	135,000		Aug	<a href="#">Add</a>

Sign up with these keywords

Keywords	Estimated Ad Position	▼ Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Broad
free mp3 ringtones	1 - 3	135,000		Dec	<a href="#">Add</a>
ringtone maker	1 - 3	135,000		Jan	<a href="#">Add</a>
cell phone ringtones	1 - 3	110,000		Nov	<a href="#">Add</a>
download free ringtone	1 - 3	110,000		Jan	<a href="#">Add</a>
make ringtones	1 - 3	110,000		Sep	<a href="#">Add</a>
music ringtones	1 - 3	110,000		Dec	<a href="#">Add</a>
real ringtones	1 - 3	110,000		Dec	<a href="#">Add</a>
ringtones com	1 - 3	110,000		Sep	<a href="#">Add</a>
get ringtones	1 - 3	90,500		Aug	<a href="#">Add</a>
lg ringtones	1 - 3	90,500		Aug	<a href="#">Add</a>
mobile ringtone	1 - 3	90,500		Jan	<a href="#">Add</a>
nextel ringtones	1 - 3	90,500		Nov	<a href="#">Add</a>
samsung ringtones	1 - 3	90,500		May	<a href="#">Add</a>
cell phone ringtone	1 - 3	74,000		Jan	<a href="#">Add</a>
funny ringtones	1 - 3	74,000		May	<a href="#">Add</a>
my ringtones	1 - 3	74,000		Aug	<a href="#">Add</a>
polyphonic ringtones	1 - 3	74,000		Nov	<a href="#">Add</a>
free mp3 ringtone	1 - 3	60,500		Jan	<a href="#">Add</a>
free music ringtones	1 - 3	60,500		Dec	<a href="#">Add</a>
free ringtone downloads	1 - 3	60,500		Jan	<a href="#">Add</a>
ringtone converter	1 - 3	60,500		Jan	<a href="#">Add</a>
downloadable ringtones	1 - 3	49,500		Nov	<a href="#">Add</a>
free cell phone ringtones	1 - 3	49,500		Dec	<a href="#">Add</a>
free real ringtones	1 - 3	49,500		Dec	<a href="#">Add</a>
get free ringtones	1 - 3	49,500		Sep	<a href="#">Add</a>
mosquito ringtone	1 - 3	49,500		May	<a href="#">Add</a>
music ringtone	1 - 3	49,500		Nov	<a href="#">Add</a>
ringtones to download	1 - 3	49,500		Sep	<a href="#">Add</a>
t mobile ringtones	1 - 3	49,500		Dec	<a href="#">Add</a>
24 ringtone	1 - 3	40,500		Mar	<a href="#">Add</a>
lg ringtone	1 - 3	40,500		May	<a href="#">Add</a>
nextel ringtone	1 - 3	40,500		Nov	<a href="#">Add</a>
polyphonic ringtone	1 - 3	40,500		Jan	<a href="#">Add</a>
ringtone software	1 - 3	40,500		Jan	<a href="#">Add</a>
ringtones downloads	1 - 3	40,500		May	<a href="#">Add</a>

Keywords	Estimated Ad Position	▼ Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Broad
samsung ringtone	1 - 3	40,500		May	<a href="#">Add</a>
tmobile ringtones	1 - 3	40,500		Mar	<a href="#">Add</a>
bollywood ringtones	1 - 3	33,100		Jan	<a href="#">Add</a>
ctu ringtone	1 - 3	33,100		Jan	<a href="#">Add</a>
free downloadable ringtones	1 - 3	33,100		Nov	<a href="#">Add</a>
free nextel ringtones	1 - 3	33,100		Nov	<a href="#">Add</a>
free polyphonic ringtones	1 - 3	33,100		Nov	<a href="#">Add</a>
hot ringtones	1 - 3	33,100		Dec	<a href="#">Add</a>
ringtone com	1 - 3	33,100		Nov	<a href="#">Add</a>
ringtone creator	1 - 3	33,100		Jan	<a href="#">Add</a>
ringtones for cell phones	1 - 3	33,100		May	<a href="#">Add</a>
www ringtones	1 - 3	33,100		Apr	<a href="#">Add</a>
christian ringtones	1 - 3	27,100		Dec	<a href="#">Add</a>
download ringtones for free	1 - 3	27,100		Mar	<a href="#">Add</a>
free t mobile ringtones	1 - 3	27,100		Dec	<a href="#">Add</a>
midi ringtones	1 - 3	27,100		Jan	<a href="#">Add</a>
real ringtone	1 - 3	27,100		Nov	<a href="#">Add</a>
ringtone maker free	1 - 3	27,100		Sep	<a href="#">Add</a>
ringtone theme	1 - 3	27,100		Aug	<a href="#">Add</a>
wap ringtones	1 - 3	27,100		Nov	<a href="#">Add</a>
composer ringtone	1 - 3	22,200		May	<a href="#">Add</a>
hindi ringtones	1 - 3	22,200		Nov	<a href="#">Add</a>
send ringtone	1 - 3	22,200		Sep	<a href="#">Add</a>
wwe ringtones	1 - 3	22,200		Nov	<a href="#">Add</a>
cellphone ringtones	1 - 3	18,100		Nov	<a href="#">Add</a>
cheap ringtones	1 - 3	18,100		Jan	<a href="#">Add</a>
country ringtones	1 - 3	18,100		Jan	<a href="#">Add</a>
free cell phone ringtone	1 - 3	18,100		Nov	<a href="#">Add</a>
hindi ringtone	1 - 3	18,100		Jan	<a href="#">Add</a>
midi ringtone	1 - 3	18,100		Jan	<a href="#">Add</a>
new ringtones	1 - 3	18,100		Aug	<a href="#">Add</a>
t mobile ringtone	1 - 3	18,100		Dec	<a href="#">Add</a>
voice ringtones	1 - 3	18,100		May	<a href="#">Add</a>
buy ringtones	1 - 3	14,800		Jan	<a href="#">Add</a>
frog ringtone	1 - 3	14,800		May	<a href="#">Add</a>

Keywords	Estimated Ad Position	▼ Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Broad
hip hop ringtones	1 - 3	14,800		Nov	<a href="#">Add</a>
how to download ringtones	1 - 3	14,800		Aug	<a href="#">Add</a>
movie ringtones	1 - 3	12,100		Jan	<a href="#">Add</a>
rap ringtones	1 - 3	12,100		Feb	<a href="#">Add</a>
ringtone ericsson	1 - 3	12,100		Dec	<a href="#">Add</a>
ringtones and wallpapers	1 - 3	12,100		Feb	<a href="#">Add</a>
cool ringtones	1 - 3	9,900		Nov	<a href="#">Add</a>
crazy frog ringtone	1 - 3	9,900		May	<a href="#">Add</a>
downloading ringtones	1 - 3	9,900		Aug	<a href="#">Add</a>
free midi ringtones	1 - 3	9,900		Dec	<a href="#">Add</a>
fun ringtones	1 - 3	9,900		Sep	<a href="#">Add</a>
monophonic ringtones	1 - 3	9,900		Nov	<a href="#">Add</a>
ringtone file	1 - 3	9,900		Aug	<a href="#">Add</a>
rock ringtones	1 - 3	9,900		Aug	<a href="#">Add</a>
star wars ringtones	1 - 3	9,900		Nov	<a href="#">Add</a>
voice ringtone	1 - 3	9,900		Jan	<a href="#">Add</a>
buy ringtone	1 - 3	8,100		Jan	<a href="#">Add</a>
free cellphone ringtones	1 - 3	8,100		Nov	<a href="#">Add</a>
get free ringtone	1 - 3	8,100		Aug	<a href="#">Add</a>
ringtone wav	1 - 3	8,100		Jan	<a href="#">Add</a>
tv ringtones	1 - 3	8,100		Jan	<a href="#">Add</a>
wallpaper ringtone	1 - 3	8,100		May	<a href="#">Add</a>
convert mp3 to ringtone	1 - 3	6,600		Jan	<a href="#">Add</a>
disney ringtones	1 - 3	6,600		Nov	<a href="#">Add</a>
poly ringtones	1 - 3	6,600		Nov	<a href="#">Add</a>
ringtone codes	1 - 3	6,600		Jan	<a href="#">Add</a>
tamil ringtones	1 - 3	6,600		Nov	<a href="#">Add</a>
final fantasy ringtone	1 - 3	5,400		Jan	<a href="#">Add</a>
keypress ringtone	1 - 3	5,400		May	<a href="#">Add</a>
ringtone jukebox	1 - 3	5,400		Nov	<a href="#">Add</a>
silent ringtone	1 - 3	5,400		Jan	<a href="#">Add</a>
wap ringtone	1 - 3	5,400		Nov	<a href="#">Add</a>
realtone ringtones	1 - 3	4,400		Nov	<a href="#">Add</a>
simpsons ringtone	1 - 3	4,400		Nov	<a href="#">Add</a>
top ringtone	1 - 3	4,400		Sep	<a href="#">Add</a>

Keywords	Estimated Ad Position	Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Broad
beatles ringtones	1 - 3	3,600		Sep	<a href="#">Add</a>
compose ringtone	1 - 3	3,600		May	<a href="#">Add</a>
poly ringtone	1 - 3	3,600		Jan	<a href="#">Add</a>
sell ringtones	1 - 3	3,600		Nov	<a href="#">Add</a>
kill bill ringtone	1 - 3	2,900		Nov	<a href="#">Add</a>
linkin park ringtones	1 - 3	2,900		Sep	<a href="#">Add</a>
mid ringtone	1 - 3	2,900		Jan	<a href="#">Add</a>
mobile ringtone converter	1 - 3	2,900		Jan	<a href="#">Add</a>
monophonic ringtone	1 - 3	2,900		May	<a href="#">Add</a>
ringtone tune	1 - 3	2,900	No data	No data	<a href="#">Add</a>
sex and the city ringtone	1 - 3	2,900		Jun	<a href="#">Add</a>
cat ringtone	1 - 3	2,400		Sep	<a href="#">Add</a>
fre ringtones	1 - 3	2,400		Aug	<a href="#">Add</a>
ringtone tones	1 - 3	1,900		Nov	<a href="#">Add</a>
latest ringtone	1 - 3	1,300		May	<a href="#">Add</a>
sample ringtones	1 - 3	1,300		Sep	<a href="#">Add</a>
realtone ringtone	1 - 3	1,000		Jan	<a href="#">Add</a>
ringtone melody	1 - 3	1,000		Aug	<a href="#">Add</a>
rtttl ringtone	1 - 3	1,000		Jan	<a href="#">Add</a>
ringtone mono	1 - 3	880		Nov	<a href="#">Add</a>
ringtone wallpapers	1 - 3	880	No data	No data	<a href="#">Add</a>
ringtone realtones	1 - 3	590		Nov	<a href="#">Add</a>
ringtone sagem	1 - 3	590		May	<a href="#">Add</a>
t610 ringtone	1 - 3	590		May	<a href="#">Add</a>
ringtone truetone	1 - 3	260		Nov	<a href="#">Add</a>
rttl ringtone	1 - 3	210		Dec	<a href="#">Add</a>
polyphone ringtone	1 - 3	170		Nov	<a href="#">Add</a>
truetones ringtone	1 - 3	140	No data	No data	<a href="#">Add</a>
ringtone ringers	1 - 3	91	No data	No data	<a href="#">Add</a>
<a href="#">Add all 150 »</a>					
Download all keywords: <a href="#">text</a> , <a href="#">csv (for excel)</a> , <a href="#">csv</a>					
<b>Additional keywords to consider - <a href="#">sort by relevance</a></b>					
tone	1 - 3	2,740,000		Oct	<a href="#">Add</a>
tones	1 - 3	1,500,000		Jan	<a href="#">Add</a>
ring tones	1 - 3	673,000		Jan	<a href="#">Add</a>
ring tone	1 - 3	368,000		Jan	<a href="#">Add</a>
free ring tones	1 - 3	246,000		Jan	<a href="#">Add</a>
polyphonic	1 - 3	201,000		Nov	<a href="#">Add</a>
ringers	1 - 3	135,000		Jul	<a href="#">Add</a>
free ring tone	1 - 3	60,500		Jan	<a href="#">Add</a>



Keywords	Estimated Ad Position	▼ Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Broad
phone tones	1 - 3	60,500		Jan	<a href="#">Add</a>
keypress	1 - 3	40,500		Jan	<a href="#">Add</a>
phone ring tones	1 - 3	40,500		Jan	<a href="#">Add</a>
realtones	1 - 3	40,500		Nov	<a href="#">Add</a>
real tones	1 - 3	33,100		Nov	<a href="#">Add</a>
get ringtone	1 - 3	27,100		Aug	<a href="#">Add</a>
realtone	1 - 3	27,100		Nov	<a href="#">Add</a>
cellular ringtone	1 - 3	22,200		Jan	<a href="#">Add</a>
mobile ring tones	1 - 3	22,200		Jan	<a href="#">Add</a>
monophonic	1 - 3	22,200		Nov	<a href="#">Add</a>
download ring tones	1 - 3	18,100		Feb	<a href="#">Add</a>
mobile phone ringtones	1 - 3	18,100		Mar	<a href="#">Add</a>
real tone	1 - 3	18,100		Jan	<a href="#">Add</a>
mobile phone ringtone	1 - 3	12,100		May	<a href="#">Add</a>
downloadable ringtone	1 - 3	9,900		May	<a href="#">Add</a>
sony ericsson ringtone	1 - 3	9,900		Dec	<a href="#">Add</a>
true tones	1 - 3	9,900		Nov	<a href="#">Add</a>
theme song ringtone	1 - 3	8,100		Jan	<a href="#">Add</a>
true tone	1 - 3	8,100		Nov	<a href="#">Add</a>
harry potter ringtone	1 - 3	6,600		Jan	<a href="#">Add</a>
kyocera ringtone	1 - 3	5,400		May	<a href="#">Add</a>
mobile ring tone	1 - 3	5,400		Jan	<a href="#">Add</a>
polyphonic tones	1 - 3	5,400		Jan	<a href="#">Add</a>
truetone	1 - 3	5,400		Nov	<a href="#">Add</a>
arabic ringtone	1 - 3	4,400		Nov	<a href="#">Add</a>
rtttl	1 - 3	4,400		Nov	<a href="#">Add</a>
star wars ringtone	1 - 3	4,400		Jan	<a href="#">Add</a>
cellphone ringtone	1 - 3	2,900		Aug	<a href="#">Add</a>
mobile phone ring tones	1 - 3	2,900		Oct	<a href="#">Add</a>
tru tones	1 - 3	2,900		Nov	<a href="#">Add</a>
mission impossible ringtone	1 - 3	2,400		Sep	<a href="#">Add</a>
polyphonic ring tones	1 - 3	2,400		Jan	<a href="#">Add</a>
polyphonics	1 - 3	1,900		Feb	<a href="#">Add</a>
metallica ringtone	1 - 3	1,600		Aug	<a href="#">Add</a>
ringtone real tone	1 - 3	880		May	<a href="#">Add</a>

Keywords	Estimated Ad Position	Approx Avg Search Volume	Search Volume Trends (Nov 2007 - Oct 2008)	Highest Volume Occurred In	Match Type: Broad
rttl	1 - 3	880		Jan	<a href="#">Add</a>
ring tone	1 - 3	590	No data	No data	<a href="#">Add</a>
ringtone	1 - 3	590		Jan	<a href="#">Add</a>
the oc ringtone	1 - 3	590		Jan	<a href="#">Add</a>
alcatel ringtone	1 - 3	480		May	<a href="#">Add</a>
ringtone real tones	1 - 3	390		Jan	<a href="#">Add</a>
ringtone true tone	1 - 3	320		Jan	<a href="#">Add</a>
true tones ringtone	1 - 3	260	No data	No data	<a href="#">Add</a>
<a href="#">Add all 50 »</a>					
Download all keywords: <a href="#">text</a> , <a href="#">.csv (for excel)</a> , <a href="#">.csv</a>					

# Exhibit E

**STATE OF FLORIDA  
OFFICE OF THE ATTORNEY GENERAL**

**IN THE MATTER OF:**

**Case No. L07-3-1044**

**AZOOGLEADS US, INC.**

\_\_\_\_\_ /

**ASSURANCE OF VOLUNTARY COMPLIANCE**

**A. INTRODUCTION**

**PURSUANT** to the provisions of Chapter 501, Part II, Florida Statutes, the OFFICE OF THE ATTORNEY GENERAL, hereinafter referred to as the OAG, caused an inquiry to be made into the advertising and business practices of AZOOGLEADS US, INC., d/b/a AZOOGLE, pertaining to third-party wireless content, hereinafter referred to as “Azoogle” or “Respondent,” with a principal business address of 512 7<sup>th</sup> Avenue, 12<sup>th</sup> Floor, New York, New York 10018.

**RESPONDENT** has fully cooperated with the Attorney General in its investigation and has stated its intention to work with this Office to set new standards in the industry as to internet marketing and advertising.

**IT IS AGREED** that this Assurance of Voluntary Compliance (“AVC”) does not constitute any evidence or admission of any kind. This AVC does not constitute a finding of law or fact by any court or agency that Respondent has engaged in any act or practice declared unlawful by any laws, rules or regulations of the State of Florida. Respondent is prepared to enter into this AVC for the purpose of resolution and cooperation, and the Attorney General, being in agreement, does in this matter accept this

AVC in termination of this investigation with prejudice, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the OAG by said statute. The parties intend that this AVC not be used as evidence in any third party action or proceeding. The OAG and Respondent hereby agree and stipulate to the following:

### **B. JURISDICTION AND VENUE**

1. Azoogole is an online Advertising network that provides a distribution platform for third party advertising of third party ringtone products and/or services to consumers.
2. **IT IS AGREED** by the parties that the State of Florida has jurisdiction over Respondent solely for the purpose of entering into this AVC and in any enforcement or investigative actions arising out of this AVC.
3. **IT IS FURTHER AGREED** by the parties that venue for any matter relating to or arising out of this AVC shall lie solely in Leon County, Florida.

### **C. DEFINITIONS**

1. "Advertising" (including "advertisement" and "advertise") as used herein means any message created, published and/or distributed by or under the direction or control of Azoogole directly to the general public or any segment thereof, that promotes or is likely to promote directly or indirectly third party wireless content.
2. "Clear and conspicuous" or "clearly and conspicuously" means that a statement, representation, claim or term being conveyed is readily noticeable and reasonably understandable by the persons to whom it is directed. The following, without limitation, shall be considered as factors in determining whether a statement, representation, claim or term, is clearly and conspicuously disclosed:

- a. whether it is of sufficient prominence in terms of size, placement, color, contrast, duration of appearance, sound and speed, as to be readily noticeable and reasonably understandable by a person to whom it is directed;
- b. whether it is presented to the person(s) to whom it is directed in a coherent and meaningful sequence with respect to other representations, statements, claims, or terms conveyed;
- c. whether it is contradictory to any representations, statements, claims, or terms it purports to clarify, modify, or explain, or otherwise contradictory or confusing in relation to any other representations, statement, claim, or term being conveyed;
- d. whether abbreviations are being used and if so whether they are commonly understood by consumers acting reasonably under the circumstances;
- e. whether the language and terms used are free of technical or legal jargon and are commonly understood by consumers acting reasonably under the circumstances;
- f. whether, in print or electronic media or orally represented, it is in close proximity to the representations, statements, claims, or terms it clarifies, modifies, explains, or to which it otherwise relates;
- g. whether it is presented in a place where consumers cannot miss seeing it;

- h. whether it is presented in such a way as to be free of distractions, including but not limited to sound, graphics, or text, that compete for the attention of the consumer.
  - i. whether the viewer is encouraged to scroll down within the frame of the page or within a scroll box in order to read such disclosure.
- 4. “Consumer” as used herein means a consumer who is a resident of the State of Florida.
- 5. “Initial Representation” as used herein shall include all sponsored links, email subject lines, banner ads, pop-ups, and any and all other primary impressions created or presented by Azoogole or any of its contract publishers.
- 6. “Immediate proximity” as used herein means adjacent to.
- 7. “Negative option plan” as used herein shall mean when a seller presents a consumer with an opportunity to consent in advance to continue to receive products or services in the future until cancelled. The seller interprets the consumer’s silence or failure to take an affirmative action to reject goods or services, or to cancel the sales agreement, as an agreement to continue to receive the offer.
- 8. “Order path” as used herein shall mean the sequence of impressions, generally beginning with an initial representation via an online display advertisement (e.g., banner advertisement), search engine title and descriptions, or email advertisement, and including one or more web pages (for example, “landing” and “jump” pages), that together constitute the Advertisement.
- 9. “Person” as used herein shall mean a natural person or entity.

10. "Publisher" as used herein shall mean any third party independent entity, whether natural person, corporation, partnership, proprietorship, limited liability company, or other organization or legal entity, that applies to be and is accepted to do business with Azoogole as a distributor of Advertising as defined above, for Third Party Wireless Content Providers, and that agrees to abide by the Azoogole Terms and Conditions of service.
11. "Third Party Wireless Content Provider" as used herein shall mean any third party independent entity, whether natural person, corporation, partnership, proprietorship, limited liability company, or other organization or legal entity, that enters into a contract with Azoogole to advertise wireless content products and/or services which it substantially provides to consumers, and where compensation is paid in any form (cost per acquisition, cost per click, cost per impression, revenue share agreement or other form of compensation) by such entity to Azoogole for its services.

#### **D. AGREEMENT OF COMPLIANCE**

1. **IT IS AGREED** by the parties that this AVC applies to Respondent, acting directly, or through any entity that any Respondent directs or controls, in connection with the advertising, promoting and/or distribution of advertising or promotions for Third Party Wireless Content Providers.
2. **IT IS FURTHER AGREED** by the parties that, in the course and conduct of the business of advertising, promoting and/or distribution of advertising or promotions for Third Party Wireless Content Providers, Respondent, in any advertising it creates



or directly controls and as a provision in all contracts entered into with any third party wireless content provider and/or publisher shall not:

- a. Permit the use of the terms “free,” “complimentary,” “no charge,” “without charge,” or any other term that reasonably leads a consumer to believe that he or she may receive something of value, entirely or in part without a requirement of compensation in any form, or that tends to convey the impression to the consuming public that an article of merchandise or service is “free,” unless the Initial Representation shall also clearly and conspicuously state that the free item may be received by a consumer pursuant to his or her authorization of billing for a paid subscription plan, the price of the plan, and its term. For instance, a free ringtone offer requiring a consumer to subscribe to a monthly subscription plan at a cost of \$9.99 per month shall say, “Free ringtone with paid monthly subscription of \$9.99/month.”
- b. Permit the advertisement or promotion of any content that is available only through certain wireless carriers, unless the Advertisement clearly and conspicuously discloses that the content is not available through all carriers and clearly and conspicuously disclose for each type of content, the carriers that support each type of content being advertised.
- c. Permit the advertisement or promotion of any content that is available only on certain makes or models of mobile devices unless the Advertisement clearly and conspicuously discloses that the content is not

available on all phones and discloses in close proximity thereto the specific makes and models for which the content is available.

- d. Permit the inclusion in any offer a term or condition to its acceptance whereby the consumer agrees to accept advertising or promotional messages delivered electronically to cell phones via text messaging, e-mail or otherwise, that are unrelated to the current offer, unless expressly and specifically consented to by the consumer.
- e. Permit the placement of prechecked boxes in an offer intended to be used for acceptance of a term(s) or condition(s) of the offer.

3. **IT IS FURTHER AGREED** by the parties that, in the course and conduct of the business of advertising, promoting and/or distribution of advertising or promotions for Third Party Wireless Content Providers, Respondent, in any advertising it creates or directly controls and as a provision in all contracts entered into with any third party wireless content provider and/or publisher shall;

- a. clearly and conspicuously (see definition) disclose the price and billing period of the recurring charge of the third party wireless content immediately adjacent to the cell phone submit field and the P.I.N. code submit field, e.g., "\$9.99 per month;"
- b. clearly and conspicuously disclose on the cellphone number submit web page and the PIN Code submit web page the following material terms and conditions:
  - i. the initial and recurring charge for content, goods or services,
  - ii. whether other charges may apply,

- iii. if the offer is for a recurring subscription plan; that the consumer will be charged automatically with no further action on the part of the consumer; the frequency with which the charge will automatically be made to the account in the absence of cancellation of the plan; and that the consumer will continue to receive the charges until the consumer cancels the plan,
  - iv. how to cancel the plan, and
  - v. the mechanism for charging the consumer, e.g., “on your cellphone bill or deducted from your prepaid balance on your cellphone account.”
  - vi. that the purchaser of the mobile content must be 18 years of age or older.
- c. require that a hyperlink to the terms and conditions of the offer is placed on every cellphone submit page and PIN Code submit page in the order path.

#### **E. CONTRIBUTION**

1. Upon execution of this AVC by Respondent, Respondent shall make a contribution to the OAG of \$1,000,000.00 (one million dollars) payable to the Department of Legal Affairs’ Revolving Trust Fund to cover attorneys’ fees and costs associated with the matters resolved herein and to assist with the costs of future investigation and enforcement efforts related to the third-party wireless content industry. The contribution to the Legal Affairs’ Revolving Trust Fund shall be made by check or wire transfer within seven(7) days from the date of execution of this AVC, payable to

the Department of Legal Affairs' Revolving Trust Fund, and shall be delivered to Will Haselden, Assistant Attorney General, Office of the Attorney General, The Capitol, PL-01, Tallahassee, Florida 32399-1050.

#### **F. REPORTING REQUIREMENTS**

1. Within thirty (30) days of the date of execution of this AVC, Respondent shall use its best efforts to produce an excel spreadsheet of Azoogole's Third Party Wireless Content Providers for ringtones who were Third Party Wireless Content Providers at any time since Respondent and its Publishers began promoting ringtones, including, to the extent available, the Third Party Ringtone Service Provider's name, physical address and the name and address of the advertiser's contact person.

#### **G. COOPERATION IN INVESTIGATIONS AND PROCEEDINGS**

1. Respondent agrees to continue to cooperate with the OAG with respect to its future investigation of internet marketing. Wherefore, it is agreed by the parties that for a period of twelve (12) months following entry of this AVC, Respondent shall, following fourteen (14) days written notice to Azoogole's general counsel, David Graff, Esquire, and an opportunity to object, reasonably cooperate with the OAG with regard to the matters that are the subject of the investigation of Azoogole and this resulting AVC, and related investigations, proceedings and actions concerning any other person, including but not limited to Azoogole's current and former publishers. Respondent shall use reasonable efforts to ensure that Azoogole's officers, directors and employees also cooperate with the OAG in such investigations, proceedings and

actions. Except where prohibited by law, the parties agree that such cooperation shall include:

- a. Without the necessity of a subpoena, using reasonable efforts to have Azoogle officers, directors and employees attend any interviews and other proceedings at which the presence of any such persons is requested by the OAG and using reasonable efforts to have such persons answer any inquiries made by the representatives of the OAG to any of them at any interviews or other proceedings or actions. Wherever possible, all such inquiries shall be made by telephone or, if necessary, during an in-person interview conducted in New York, New York;
- b. Production, without the necessity of a subpoena, of non-privileged information and documents or other tangible evidence reasonably requested by the OAG, and any compilations or summaries of information or data that the OAG reasonably requests to be prepared. Respondent may move for a protective order as to those materials requested. Any such motion shall be filed in the Circuit Court of Leon County, Florida.
- c. Upon request by the OAG, notifying a Publisher, advertiser, wireless carrier, aggregator, or consultant, in writing, that Respondent does not object to, such person cooperating with the OAG by responding to OAG requests for interviews or documents and that Respondent shall not take any action to the detriment of, or otherwise impose any consequences upon, the Publisher for cooperating with the OAG;

- d. Taking no action to the detriment of, or impose any consequences on, any person who cooperates with, or provides information or documents to the OAG;
  - e. In the event that Respondent withholds or redacts any document under a claim that the document sought is privileged and on that basis not subject to disclosure or subject to disclosure only under a protective order, Respondent shall state, in writing: the type of document; the date of the document; the author and recipient of the document; the general subject matter of the document; the reason for withholding the document; and the Bates number or range of the document. The OAG may challenge such claims in the circuit court of Leon County, Florida in a proceeding for an order compelling production.
2. **IT IS FURTHER AGREED** by the parties that a period of two (2) years from the date of the execution of the AVC, Respondent shall promptly notify the OAG of any changes in corporate structure that may affect compliance obligations arising under the AVC, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity, the creation or dissolution of a subsidiary, parent, or affiliate entity that engages in any acts or practices subject to this AVC, the filing of any bankruptcy petition, or a change in the corporate name or address.
3. For the purposes of this AVC, Respondent shall, unless otherwise directed by OAG representatives, mail all written notifications to the OAG, identifying all written communications as in reference to OAG Case No.

L07-3-1044, and sent to:

Economic Crimes Division/Tallahassee  
Office of Attorney General  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050.

#### **H. NO ADMISSION OF LIABILITY OR WAIVER OF DEFENSES**

1. This AVC is not and shall not in any event be construed, deemed to be, and/or used as: (a) an admission or evidence of the validity of any claim that the OAG has or could assert against Respondent, or an admission of any alleged wrongdoing or liability by Respondent; and/or (b) an admission or evidence of any fault, fact, act, or omission by Respondent in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal, other than such proceedings as may be necessary by the OAG to consummate or enforce this AVC. Moreover, by entering into this AVC and agreeing to the terms and conditions provided herein, Respondent does not intend to waive and does not waive any defenses it may have in any other action or proceeding that has been or may be brought against it by any person, entity, and/or agency arising from advertising or promoting content.

#### **I. APPLICATION, EFFECT AND OTHER TERMS**

1. **IT IS FURTHER AGREED** by the parties that this AVC shall become effective upon its acceptance by the Attorney General, by and through a Deputy Attorney General who may refuse to accept it at his discretion. The receipt or deposit by the OAG of the monies called for in Section E of this Agreement does not constitute acceptance by the OAG, and such monies received will be immediately returned if the Attorney General does not accept this Agreement.

2. Respondent will implement the terms of this AVC within sixty (60) days following the effective date of the AVC.
3. No waiver, modification or amendment of the terms of this AVC shall be valid or binding unless made in writing, signed by the parties and then only to the extent set forth in such written waiver, modification, or amendment.
4. This AVC shall be governed by, construed and enforced exclusively in accordance with and subject to the laws of the State of Florida, including, but not limited to, its choice of law principles.
5. No waiver of any term, provision, or condition of this AVC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.
6. If any clause, provision, or section of the AVC shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this AVC, and this AVC shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
7. Respondent shall be responsible for delivering a copy of this AVC to all of their officers, directors, and managers within 10 days of the date of the execution of this AVC. Respondent must also deliver a summary of paragraph D. of this AVC to Publishers and Third Party Wireless Content Providers in the manner set forth in that paragraph.



8. Respondent shall not effect any change in the form of doing business or their organizational identity for the purpose of avoiding the terms and conditions set forth in this AVC.
9. Violations of this AVC shall subject Respondent to civil penalties and sanctions provided by law, and payment of attorney's fees and costs incurred in enforcing the provisions of this AVC.
10. This AVC shall become effective upon its execution by all parties.

**IN WITNESS WHEREOF**, Respondent has caused this Assurance of Voluntary Compliance to be executed by David Graff, as General Counsel of AzoogLeAds, as a true act and deed, in \_\_\_\_\_ County, \_\_\_\_\_, this 6<sup>th</sup> day of November, 2007.

By my signature I hereby affirm that I am acting in my capacity and within my authority General Counsel and Officer of AzoogLeAds Us Inc., and that by my signature I am binding the corporation to this agreement.

\_\_\_\_\_  
By: David Graff, General Counsel

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, an officer duly authorized to take acknowledgments in the State of New York, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, and acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this \_\_\_\_ day of \_\_\_\_\_, 2007.

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
\_\_\_\_\_(print name)  
NOTARY PUBLIC

\_\_\_\_\_  
(Print, type or stamp commissioned  
name of Notary Public)

Personally known \_\_\_\_ or Produced  
Identification \_\_\_\_ (check one)

Type of Identification Produced:

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Accepted this \_\_\_\_ day  
of \_\_\_\_\_, 2007.

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ROBERT A. HANNAH  
Deputy Attorney General, State of Florida  
OFFICE OF THE ATTORNEY GENERAL  
The Capitol, PL-01  
Tallahassee, Florida 32399-1050  
(850) 487-1963

# Exhibit F

## Google Inc. Advertising Program Terms

These Google Inc. Advertising Program Terms ("**Terms**") are entered into by, as applicable, the customer signing these Terms or any document that references these Terms or that accepts these Terms electronically ("**Customer**") and Google Inc. ("**Google**"). These Terms govern Customer's participation in Google's advertising program(s) ("**Program**") and, as applicable, any insertion orders or service agreements ("**IO**") executed by and between the parties and/or Customer's online management of any advertising campaigns. These Terms and any applicable IO are collectively referred to as the "**Agreement**." Google and Customer hereby agree and acknowledge:

**1 Policies.** Program use is subject to all applicable Google and Partner policies, including without limitation the Editorial Guidelines ([adwords.google.com/select/guidelines.html](http://adwords.google.com/select/guidelines.html)), Google Privacy Policy ([www.google.com/privacy.html](http://www.google.com/privacy.html)) and Trademark Guidelines ([www.google.com/permissions/guidelines.html](http://www.google.com/permissions/guidelines.html)), and Google and Partner ad specification requirements (collectively, "**Policies**"). Policies may be modified at any time. Customer shall direct only to Google communications regarding Customer ads on Partner Properties. Some Program features are identified as "**Beta**," "**Ad Experiment**," or otherwise unsupported ("**Beta Features**"). To the fullest extent permitted by law, Beta Features are provided "**as is**" and at Customer's option and risk. Customer shall not disclose to any third party any information from Beta Features, existence of non-public Beta Features or access to Beta Features. Google may modify ads to comply with any Policies.

**2 The Program.** Customer is solely responsible for all: (a) ad targeting options and keywords (collectively "**Targets**") and all ad content, ad information, and ad URLs ("**Creative**"), whether generated by or for Customer; and (b) web sites, services and landing pages which Creative links or directs viewers to, and advertised services and products (collectively "**Services**"). Customer shall protect any Customer passwords and takes full responsibility for Customer's own, and third party, use of any Customer accounts. Customer understands and agrees that ads may be placed on (y) any content or property provided by Google ("**Google Property**"), and, unless Customer opts out of such placement in the manner specified by Google, (z) any other content or property provided by a third party ("**Partner**") upon which Google places ads ("**Partner Property**"). Customer authorizes and consents to all such placements. With respect to AdWords online auction-based advertising, Google may send Customer an email notifying Customer it has 72 hours ("**Modification Period**") to modify keywords and settings as posted. The account (as modified by Customer, or if not modified, as initially posted) is deemed approved by Customer in all respects after the Modification Period. Customer agrees that all placements of Customer's ads shall conclusively be deemed to have been approved by Customer unless Customer produces contemporaneous documentary evidence showing that Customer disapproved such placements in the manner specified by Google. With respect to all other advertising, Customer must provide Google with all relevant Creative by the due date set forth in that Program's applicable frequently asked questions at [www.google.com](http://www.google.com) ("**FAQ**") or as otherwise communicated by Google. Customer grants Google permission to utilize an automated software program to retrieve and analyze websites associated with the Services for ad quality and serving purposes, unless Customer specifically opts out of the evaluation in a manner specified by Google. Google may modify any of its Programs at any time without liability. Google also may modify these Terms at any time without liability, and Customer's use of the Program after notice that these Terms have changed constitutes Customer's acceptance of the new Terms. Google or Partners may reject or remove any ad or Target for any or no reason.

**3 Cancellation.** Customer may cancel advertising online through Customer's account if online cancellation functionality is available, or, if not available, with prior written notice to Google, including without limitation electronic mail. AdWords online auction-based advertising cancelled online will cease serving shortly after cancellation. The cancellation of all other advertising may be subject to Program policies or Google's ability to re-schedule reserved inventory or cancel ads already in production. Cancelled ads may be published despite cancellation if cancellation of those ads occurs after any applicable commitment date as set forth in advance by the Partner or Google, in which case Customer must pay for those ads. Google may cancel immediately any IO, any of its Programs, or these Terms at any time with notice, in which case Customer will be responsible for any ads already run. Sections 1, 2, 3, 5, 6, 7, 8, and 9 will survive any expiration or termination of this Agreement.

**4 Prohibited Uses; License Grant; Representations and Warranties.** Customer shall not, and shall not authorize any party to: (a) generate automated, fraudulent or otherwise invalid impressions, inquiries, conversions, clicks or other actions; (b) use any automated means or form of scraping or data extraction to access, query or otherwise collect Google advertising related information from any Program website or property except as expressly permitted by Google; or (c) advertise anything illegal or engage in any illegal or fraudulent business practice. Customer represents and warrants that it holds and hereby grants Google and Partners all rights (including without limitation any copyright, trademark, patent, publicity or other rights) in Creative, Services and Targets needed for Google and Partner to operate Programs (including without limitation any rights needed to host, cache, route, transmit, store, copy, modify, distribute, perform, display, reformat, excerpt, analyze, and create algorithms from and derivative works of Creative or Targets) in connection with this Agreement ("**Use**"). Customer represents and warrants that (y) all Customer information is complete, correct and current; and (z) any Use hereunder and Customer's Creative, Targets, and Customer's Services will not violate or encourage violation of any applicable laws, regulations, code of conduct, or third party rights (including without limitation intellectual property rights). Violation of the foregoing may result in immediate termination of this Agreement or customer's account without notice and may subject Customer to legal penalties and consequences.

**5 Disclaimer and Limitation of Liability.** To the fullest extent permitted by law, GOOGLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FOR NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. To the fullest extent permitted by law, Google disclaims all guarantees regarding positioning, levels, quality, or timing of: (i) costs per click; (ii) click through rates; (iii) availability and delivery of any impressions, Creative, or Targets on any Partner Property, Google Property, or section thereof; (iv) clicks; (v) conversions or other results for any ads or Targets; (vi) the accuracy of Partner data (e.g. reach, size of audience, demographics or other purported characteristics of audience); and (vii) the adjacency or placement of ads within a Program. Customer understands that third parties may generate impressions or clicks on Customer's ads for prohibited or improper purposes, and Customer accepts the risk of any such impressions and clicks. Customer's exclusive remedy, and Google's exclusive liability, for suspected invalid impressions or clicks is for Customer to make a claim for a refund in the form of advertising credits for Google Properties within the time period required under Section 7 below. Any refunds for suspected invalid impressions or clicks are within Google's sole discretion. EXCEPT FOR INDEMNIFICATION AMOUNTS PAYABLE TO THIRD PARTIES HEREUNDER AND CUSTOMER'S BREACHES OF SECTION 1, TO THE FULLEST EXTENT PERMITTED BY LAW: (a) NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OR INTERRUPTION TO CUSTOMER'S BUSINESS) WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY; AND (b) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER IS LIMITED TO AMOUNTS PAID OR PAYABLE TO GOOGLE BY CUSTOMER FOR THE AD GIVING RISE TO THE CLAIM. Except for payment obligations, neither party is liable for failure or delay resulting from a condition beyond the reasonable control of the party, including without limitation to acts of God, government, terrorism, natural disaster, labor conditions and power failures.

#### **6 Agency.**

Customer represents and warrants that (a) it is authorized to act on behalf of and has bound to this Agreement any third party for which Customer advertises (a "**Principal**"), (b) as between Principal and Customer, the Principal owns any rights to Program information in connection with those ads, and (c) Customer shall not disclose Principal's Program information to any other party without Principal's consent.

#### **7 Payment.**

Customer shall be responsible for all charges up to the amount of each IO, or as set in an online account, and shall pay all charges in U.S. Dollars or in such other currency as agreed to in writing by the parties. Unless agreed to by the parties in writing, Customer shall pay all charges in accordance with the payment terms in the applicable IO or Program FAQ. Late payments bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes. Customer is responsible for paying (y) all taxes, government charges, and (z) reasonable expenses and attorneys fees Google incurs collecting late amounts. To the fullest extent permitted by law, Customer waives all claims relating to charges (including without limitation any claims for charges based on suspected invalid clicks) unless claimed within 60 days after the charge (this does not affect Customer's credit



card issuer rights). Charges are solely based on Google's measurements for the applicable Program, unless otherwise agreed to in writing. To the fullest extent permitted by law, refunds (if any) are at the discretion of Google and only in the form of advertising credit for only Google Properties. Nothing in these Terms or an IO may obligate Google to extend credit to any party. Customer acknowledges and agrees that any credit card and related billing and payment information that Customer provides to Google may be shared by Google with companies who work on Google's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Google and servicing Customer's account. Google may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Google shall not be liable for any use or disclosure of such information by such third parties.

## **8 Indemnification.**

Customer shall indemnify and defend Google, its Partners, agents, affiliates, and licensors from any third party claim or liability (collectively, "**Liabilities**"), arising out of Use, Customer's Program use, Targets, Creative and Services and breach of the Agreement. Partners shall be deemed third party beneficiaries of the above Partner indemnity.

## **9 Miscellaneous.**

THE AGREEMENT MUST BE CONSTRUED AS IF BOTH PARTIES JOINTLY WROTE IT AND GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE GOOGLE PROGRAM(S) SHALL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA, AND GOOGLE AND CUSTOMER CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. The Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any other agreements, terms and conditions applicable to the subject matter hereof. No statements or promises have been relied upon in entering into this Agreement except as expressly set forth herein, and any conflicting or additional terms contained in any other documents (e.g. reference to a purchase order number) or oral discussions are void. Each party shall not disclose the terms or conditions of these Terms to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with a government law, rule or regulation. Customer may grant approvals, permissions, extensions and consents by email, but any modifications by Customer to the Agreement must be made in a writing executed by both parties. Any notices to Google must be sent to Google Inc., Advertising Programs, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, with a copy to Legal Department, via confirmed facsimile, with a copy sent via first class or air mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and remaining provisions of the Agreement will remain in full effect. Customer may not assign any of its rights hereunder and any such attempt is void. Google and Customer and Google and Partners are not legal partners or agents, but are independent contractors. In the event that these Terms or a Program expire or is terminated, Google shall not be obligated to return any materials to Customer. Notice to Customer may be effected by sending an email to the email address specified in Customer's account, or by posting a message to Customer's account interface, and is deemed received when sent (for email) or no more than 15 days after having been posted (for messages in Customer's AdWords interface).

*August 22, 2006*

## AdWords Advertising Policies

### Search AdWords Policies

Example: *pop-up or spelling policy*

### Select your ad type:

☒ Text ads

### [Editorial & Format »](#)

### [Content »](#)

- [Academic Aids](#)
- [Aids to Pass Drug Tests](#)
- [Alcohol](#)
- [Anabolic Steroids](#)
- ['Anti' and Violence](#)
- [Automated Ad Clicking](#)
- [Bulk Marketing](#)
- [Copyright](#)
- [Counterfeit Designer Goods](#)
- [Data Entry Affiliates](#)
- [Dialers](#)
- [Drugs and Drug Paraphernalia](#)
- [e-Gold](#)
- [Fake Documents](#)
- [Fireworks and Pyrotechnic Devices](#)
- [Gambling](#)
- [Hacking and Cracking](#)
- [Miracle Cures](#)
- [Mobile Subscription Services](#)

[Policy Home](#) > [Text ads](#) > [Content](#)

## Content Policy

The policies listed in this section complement our Terms and Conditions and describe Google's advertising policies with regards to products and services. These policies may apply to ads and the content of your site.

Application of our policies will always involve an element of discretion and we reserve the right to reject or approve any ads. As noted in our [Terms & Conditions](#), you represent and warrant that your advertisements and/or website comply with all applicable laws.

### Academic Aids

#### Don't promote unacceptable academic aids.

Advertising is not permitted for academic aids. This includes 'test-taking' services in which someone takes an exam for someone else and academic paper-writing services providing custom/pre-written theses, dissertations, etc.

### Aids to Pass Drug Tests

#### Don't promote aids to pass drug tests.

Advertising is not permitted for the promotion of products designed to help someone pass a drug test. This includes products such as drug cleansing shakes and urine test additives.

### Alcohol

#### Don't promote unacceptable alcohol products.

Restrictions on the promotion of alcohol vary based on local regulations and type of alcoholic product:

- Ads are not permitted to directly promote hard alcohol and liqueurs. This means that hard alcohol cannot be promoted in ad text or be the purpose of your site (occupying a significant portion of your



- [Political Advertising](#)
- [Prescription Drugs and Related Content](#)
- [Prostitution](#)
- [Scams/Phishing for Personal Information](#)
- [Sexual & Adult Content](#)
- [Solicitation of Funds](#)
- [Template Sites for Ad Networks](#)
- [Tobacco and Cigarettes](#)
- [Traffic Devices](#)
- [Weapons](#)
- [Webmaster Guidelines Violations](#)

[Link »](#)

[View all policies »](#)

[Double Serving](#)

[AdWords Terms & Conditions](#)

[Google Privacy Policy](#)

[Advertising in China](#)

[Invalid Clicks](#)

site).

- Advertisements for beer may target countries where such ads comply with local regulations. However, beer ads may not target the United States, U.S. territories (American Samoa, Guam, Puerto Rico and the U.S. Virgin Islands), India, Pakistan, Sri Lanka, Thailand, and Malaysia.
- Advertisements for champagne and wine are allowed everywhere that such advertisements comply with local regulations.
- Since we consider beer, wine, and champagne to be products intended for the sale and consumption by adults, ads promoting these products will be given a Non-FamilySafe status.
- Please note that some jurisdictions may enforce any of these additional regulations:
  - require government permits for the advertisement of alcoholic beverages,
  - prohibit advertisements for beverages with a certain level of alcohol content,
  - and/or require certain disclaimers in advertisements for alcohol beverages.

It is the advertiser's responsibility to comply with all local laws.

## **Anabolic Steroids**

### **Don't promote anabolic steroids.**

Advertising is not permitted for anabolic steroids, muscle-enhancing stacks and cycles, bodybuilding steroid supplements, and related content, irrespective of an advertiser's claims of legality.

## **'Anti' and Violence**

### **Don't promote violence or advocate against a protected group.**

Ad text advocating against any organization, person, or group of people is not permitted.

Advertisements and associated websites may not promote violence or advocate against a protected group.

A **protected group** is distinguished by their:

- |                         |                                      |
|-------------------------|--------------------------------------|
| • Race or ethnic origin | • Sex                                |
| • Color                 | • Age                                |
| • National origin       | • Veteran status                     |
| • Religion              | • Sexual orientation/Gender identity |
| • Disability            |                                      |

## **Automated Ad Clicking**

### **Don't promote automated ad clicking.**

Advertising is not permitted for the promotion of automated ad clicking products and services.

## **Bulk Marketing**

### **Don't promote bulk marketing products.**

Advertising of bulk marketing products is not permitted if the stated or implied use of the following products is unsolicited spam:

- Email lists that are not opt-in
- Bulk email software
- Bulk messaging

## **Copyright**

### **Don't promote copyrighted content without permission.**

Copyrights are important business assets in which the copyright holder maintains exclusive rights. You must not use AdWords to promote the copying or distribution of copyrighted content for which you don't have consent from the copyright holder and which is not otherwise permitted by law.

To learn more about how we handle copyright issues within the AdWords program, view the Digital Millennium Copyright Act and our [copyright policy and procedures](#).

## **Counterfeit Designer Goods**

### **Don't advertise counterfeit designer goods.**

Advertising is not permitted for products that are replicas or imitations of designer goods. A replica good contains the trademarked name or logo of a designer brand but is not made by that brand.

## **Data Entry Affiliates**

### **Don't advertise for data entry affiliate programs.**

Advertising is not permitted for the promotion of data entry affiliate programs. This includes ads directing users to sites that promote the creation/data entry of more ads that direct users to the same site.

There are no exceptions to this policy, which is intended to protect both advertisers and AdWords users.

## **Dialers**

### **Don't promote dialer-related products.**

A dialer is a program that will cut your chosen internet connection and establish a new connection to a premium rate number. In order to protect our users and maintain the quality of advertising we display, we don't allow ads and sites that require or solicit the use of a dialer program.

### **Drugs and Drug Paraphernalia**

#### **Don't promote drugs and drug paraphernalia.**

Advertising is not permitted for the promotion of drugs and drug paraphernalia. This includes drug accessories, illegal drugs, and herbal drugs such as salvia and magic mushrooms.

### **e-Gold**

#### **Don't promote e-gold or related products.**

Advertising is not permitted for e-gold and e-gold related content. This includes, but is not limited to, e-gold exchange, e-gold investment, and e-gold accounts.

### **Fake Documents**

#### **Don't promote fake documents.**

Advertising is not permitted for the promotion of false documents such as fake IDs, passports, social security cards, immigration papers, diplomas, and noble titles.

### **Fireworks and Pyrotechnic Devices**

#### **Don't promote fireworks or pyrotechnic devices.**

Advertising is not permitted for the promotion of fireworks and pyrotechnic devices.

### **Gambling**

#### **Don't promote online gambling or related sites.**

Advertising is not permitted for the promotion of online casinos and gambling activities.

This includes, but is not limited to, the following:

- sports books
- lotteries
- bingo
- poker

- sites that provide tips, odds, and handicapping
- software facilitating online casinos and gambling
- gambling tutoring online
- gambling related eBooks
- 'play for fun' gambling or casino games of skill including sites where the primary purpose is 'play for fun' gambling
- affiliate sites with the primary purpose of driving traffic to online gambling sites

## **Hacking and Cracking**

### **Don't promote hacking and cracking sites.**

Advertising is not permitted for the promotion of hacking or cracking and tools that aid in copyright infringement. For example, we do not permit:

- Sites that provide instructions or equipment to illegally access or tamper with software, servers, or websites
- Sites or products that enable illegal access of cell phones and other communications or content delivery systems/devices
- Mod chips, such as devices that unlock copyright protection
- Products that descramble cable and satellite signals in order to get free cable services
- Copied or backed-up version of software, CDs, or DVDs not intended for personal use
- Products or services that circumvent digital rights management technologies or technical protection measures for copyrighted works

## **Miracle Cures**

### **Don't promote miracle cures.**

Advertising is not permitted for the promotion of miracle cures, such as 'Cure cancer overnight!'

## **Mobile Subscription Services**

### **Mobile subscription sites must display the required service details.**

We allow the advertisement of mobile content services only when the site clearly and accurately displays price, subscription, and cancellation information. This includes, but is not limited to, sites that promote downloading ringtones, wallpaper, or text messages for predictions, love life advice, news, personality quizzes, and/or other entertainment services.

If your site promotes mobile content services and requires users to enter personal information such as names or phone numbers, your site must meet the following criteria:

1. Prominently display these details on the page where users first enter personal information (such as a

name or phone number):

- The identification of your service as a subscription
- The price of the service
- The billing interval (such as per week or once per month)

2. On the first page where users enter personal data, provide a prominent opt-in checkbox or other clear mechanism indicating that the user knowingly accepts the price and subscription service. The user should not be able to proceed without opting in.
3. Clearly display cancellation information (or a clearly marked link to cancellation instructions) on your ad's landing page, the first page of your site users see after clicking on your ad.

All of the items above should be located in a prominent place on your webpage and should be easy to find, read, and understand.

## Political Advertising

### Political advertising is allowed.

We permit political advertisements regardless of the political views they represent. Stating disagreement with or campaigning against a candidate for public office, a political party, or public administration is generally permissible.

However, political ads must not include accusations or attacks relating to an individual's personal life, nor can they advocate against a protected group.

If you're soliciting political donations, your ad's landing page must clearly state that the donations are non-tax-deductible.

Political campaigns and candidates with questions about these policies are encouraged to contact our Elections Team at [elections@google.com](mailto:elections@google.com).

## Prescription Drugs and Related Content

### The promotion of prescription drugs and related content is restricted.

Google AdWords only accepts pharmaceutical advertising from pharmacies that are based in the U.S. or Canada. Pharmacy-related ad campaigns can only target the U.S., U.S. territories (American Samoa, Guam, Puerto Rico, U.S. Virgin Islands), and/or Canada. Ads for prescription drugs will not be displayed in other countries. Additionally, Google AdWords requires all online pharmacy advertisers and affiliates to be a member of the PharmacyChecker Licensed Pharmacy Program. Ads will not run until a valid PharmacyChecker identification number is provided.

Note that pet pharmacies and affiliates advertising pet prescription drugs when targeting the U.S. or Canada

must also be PharmacyChecker approved.

If you meet the above requirements and want to get started, review Google's [online pharmacy qualification process](#). If you are not granted a PharmacyChecker ID, we won't be able to run your ads. To be fair to all of our pharmacy advertisers, we make no exceptions.

## **Prostitution**

### **Don't promote prostitution.**

Advertising is not permitted for the promotion of prostitution.

## **Scams/Phishing for Personal Information**

### **Don't use phishing or other scamming tactics.**

Advertising is not permitted for sites collecting sensitive personal information or money with fake forms, false claims, or unauthorized use of Google Trademarks. Examples of personal information include email addresses, user names, passwords, and/or payment information.

## **Sexual & Adult Content**

### **Sexual & adult content is restricted.**

Advertising is not permitted for the promotion of child pornography, any sexually suggestive content involving children, or other non-consensual sexual material. We also do not permit ads promoting teen pornography or other pornography that describes models who might be underage.

Examples include, but are not limited to, advertisements for 'teen xxx', 'teen porn', and 'school girl' pornography. Please note that Google does not allow this content regardless of whether or not a site complies with government regulations on this kind of advertising.

While approvable adult-related ads can show in some countries, certain countries such as Germany, China, Korea, and India will not show any ads categorized as 'Adult Sexual Content' such as ads with any pornographic content. There may be other [effects of family status](#) on how your ads are served.

## **Solicitation of Funds**

### **The solicitation of funds is restricted.**

If the solicitation of funds is promoted in ad text, the ad's landing page should clearly display tax-exempt status such as 501(c)(3) status in the United States, and should state whether the donations are tax-deductible in full or in part. Other countries need to have an equivalent status (must be a registered charity or not-for-profit organization).

However, for the solicitation of political donations, the ad's landing page must clearly state that the donations are *not* tax-deductible.

### **Template Sites for Ad Networks**

#### **Don't promote template sites for ad networks such as AdSense.**

Advertising is not permitted for the promotion of template sites for ad networks. This includes products and services that create template or pre-generated websites solely intended to profit from ads.

### **Tobacco and Cigarettes**

#### **Don't promote tobacco and cigarettes.**

Advertising is not permitted for the promotion of tobacco or tobacco-related products, including cigarettes, cigars, tobacco pipes, and rolling papers.

### **Traffic Devices**

#### **Don't promote illegal traffic devices.**

Advertising is not permitted for the promotion of radar jammers, license plate covers, traffic signal changers, and related products.

### **Weapons**

#### **The promotion of weapons is restricted.**

Advertising is not permitted for the promotion of certain weapons, such as firearms, firearm components, ammunition, balisongs (switchblades), butterfly knives, and brass knuckles.

### **Webmaster Guidelines Violations**

#### **Don't promote unacceptable webmaster techniques.**

Advertising is not permitted for the promotion of cloaking, keyword stuffing, search engine spamming, and doorway pages. These unacceptable techniques and services are described in the [Google Webmaster Guidelines](#). Ads and sites promoting such techniques will be disapproved.

We also recommend that you comply with the rest of the [Google Webmaster Guidelines](#) which suggest best practices for web development.

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# Exhibit G

# Complimentary Ringtones

- ① Select Your Carrier
- ② Enter Your Phone Number
- ③ Get Your **COMPLIMENTARY RINGTONE**

## Select Your Carrier



Select your cellphone carrier above then enter your phone number  
and start downloading complimentary ringtones to your phone in 10 seconds or less!

**free-ringtones-tocell.com** "The internet's largest selection of Complimentary Ringtones." -*Mobile Review*

### Welcome to free-ringtones-tocell.com

Most people know what fun have custom ringtones can be on your phone. They help us express ourselves and be unique! Almost everyone loves hearing their favorite song play when someone calls. That's why free-ringtones-tocell.com is the internet's #1 ranked website to download Ringtones, Wallpaper, Themes and Games for your cellphone. We have all the latest and greatest ringtones; From oldies, to rock, hip-hop, r&b.. You name it, we got it. You never have to listen to old over played ringtones with us. We stock all the top hits as well as all your favorites and oldies. Artist such as T-Pain, Flo Rida, Chris Brown, Timbaland, Rihanna, Alicia Keys, Sara Bareilles, Fergie, Snoop Dogg, Yael Naim, Sean Kingston and Thousands more! If you can think an artist or song its more than likely we have ringtone versions of them.

Your search has ended here! free-ringtones-to-cell.com makes it easy to get ringtones. We support ALL major cellphone providers. There is no nasty software to download, nothing to install on your computer. Simply select your carrier above, enter your number, choose your ringtones and send send them directly to your cellphone. Enter your number and browse around for a few minutes and you will see exactly what we mean. We have over 100,000 Ringtones in stock. We are positive you will not be disappointed. [Go Here](#) if you would like to see a preview of our ringtone download area. We send ringtones to your cellphone.

**Navigation:** [Home](#) | [All About Ringtones](#) | [Download Area Preview](#)

-

# YOU QUALIFY FOR RINGTONES

OR GET TEXT TRIVIA! FOR \$9.99 A MONTH

STEP 1)

Enter Your Cell Number

 -  - 

CONTINUE >

verizon

boost  
mobile

NEXTEL

alltel

T-Mobile

Virgin  
mobile

CELLULARONE

AT&T

Sprint

Minimum age restrictions may apply. You must be 18 or older in order to participate in the following states: Florida

[Privacy Policy](#) [Affiliates](#) [Unsubscribe](#)

Carrier charges may apply; Web-enabled handsets are required to download multimedia content (ringtones, wallpapers, games, etc). If your phone or carrier does not support a multimedia content, you will be directed to a confirmation page where you can opt to receive text services. By entering your cell phone number, you acknowledge you are allowing us to give your information to one of our service providers chosen at our discretion. Specific Terms and Conditions for the mobile subscription will be posted on the confirmation page after you have submitted your cell phone number. Unless noted otherwise on the terms and services listed on the following page AT&T, Sprint, T-Mobile, Verizon Wireless, Alltel, Dobson, Cellular One, Nextel, and Virgin Mobile are billed monthly at \$9.99 per month and Boost Mobile users will be billed \$6.99 per month. You can cancel at anytime, [click here](#) for more information. Minimum age restrictions may apply. You must be 18 or older to participate.

# Get a **COMPLIMENTARY** Ringtone



Please Select Your Carrier

Choose from  
polytones and  
realtones!!

Get the latest  
rings featuring your  
favorite artists!

**verizon** wireless

Sprint

**NEXTEL**

**AT&T**

**elltel**  
wireless

**boost**  
mobile

**T-Mobile**

**CELLULARONE**

**DOBSON**  
CELLULAR SYSTEMS



Other Carriers

\* By entering in your phone number above, you agree to be connected with a ringtone provider that has service for your carrier and cell phone. Ringtone offers not available for all carriers. Please read the privacy policy below for more information.

### TickTockTones - Terms & Conditions

Welcome to the TickTockTones website (the "Site"). TickTockTones is an Internet property of Azoog.com, Inc. ("Azoog," "we" or "us"). By using and/or accessing the Site, you are agreeing to comply with and be bound by the following Terms and Conditions (the "Agreement"). Please review the following terms of this Agreement carefully. **If you do not agree to this Agreement in its entirety, you are not authorized to use this Site in any manner or form.**

**1. Acceptance of Agreement.** You agree to the terms and conditions outlined in this Agreement with respect to your use of the Site. This Agreement, together with the Site Privacy Policy, constitute the entire and only agreement between you and Azoog with respect to your use of the Site, and supersede all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to the Site. We may amend this Agreement from time to time in our sole discretion, without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site. By your continued use of the Site, you hereby agree to all the terms and conditions contained within the Agreement effective at that time. Therefore, you should regularly check this page for updates and/or changes.

**2. Requirements.** The Site is available only to individuals who can enter into legally binding contracts under applicable law. The Site is not intended for use by individuals under eighteen (18) years of age. If you are under eighteen (18) years of age and/or not a citizen of the United States, you do not have permission to use and/or access the Site.

**3. Description of Azoog Service.** By submitting your mobile telephone number and other registration information on the Site, you agree to be redirected to our affiliated third party mobile product and service provider ("Mobile Service Provider Affiliates") websites. After entering your mobile telephone number and associated registration information on the Site, you will be directed to a web page operated by an Azoog Mobile Service Provider Affiliate. Azoog, in its sole discretion, shall choose the applicable Mobile Service Provider Affiliate website that you will be directed to. Users that submit their mobile telephone number to the Site, may be eligible to receive special downloadable ringtone promotional offers from the Mobile Service Provider Affiliates. To view the Terms and Conditions associated with the applicable Mobile Service Provider Affiliate, please click on the terms and conditions on the next page. The Mobile Service Provider Affiliate Terms and Conditions are subject to change in the sole discretion of the applicable Mobile Service Provider Affiliate. The information that you must supply to the Mobile Service Provider Affiliate shall be determined by the applicable Mobile Service Provider Affiliate. As a result of your registration on the Site, you agree and acknowledge that Azoog may use your mobile telephone number and other registration information in accordance with the Azoog [Privacy Policy](#). Please be advised that Azoog does not itself provide mobile telephone services, and the ultimate terms and conditions of any product or service provided by one of its Mobile Service Provider Affiliates will be determined by that entity. Unless explicitly stated otherwise, any future services made available to you on the Site that augments or otherwise enhances the current features of the Site shall be subject to this Agreement. **You understand and agree that Azoog is not responsible or liable in any manner whatsoever for your inability to use Azoog Mobile Service Provider sponsored products and/or services or any associated functionality.** You understand and agree that Azoog shall not be liable to you or any third party for any modification, suspension or discontinuation of Azoog services and/or those of a Mobile Service Provider Affiliate.

**4. Registration.** To obtain Azoog Mobile Service Provider Affiliate services through the Site, you must first submit your mobile telephone number and associated registration information to Azoog. Azoog reserves the right, in its sole discretion, to deny access to any Azoog Mobile Service Provider Affiliate site, product and/or service including, but not limited to, mobile telephone services, to anyone and for any reason, whatsoever. You must supply your mobile telephone number on the Site in order to obtain access to the Azoog Mobile Service Provider Affiliate products and/or services. You agree and acknowledge that your mobile telephone number is true, accurate, current and complete and to update your mobile telephone number as necessary to maintain it in an up to date and accurate fashion. Azoog will verify and approve all registrants in accordance with its standard verification procedures.

**5. License Grant.** As a user of this Site, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Site and associated Site content in accordance with this Agreement. Azoog may terminate this license at any time for any reason. You may use the Site on one computer for your own personal, non-commercial use. No part of the Site may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Site, Site content or any portion thereof. Azoog reserves any rights not explicitly granted in this Agreement. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable or disproportionately large load on Azoog infrastructure. Your right to use the Site is not transferable.

**6. Proprietary Rights.** The content, organization, graphics, design, compilation, magnetic translation, digital conversion, software, services and other matters related to the Site are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. The copying, redistribution or publication by you of any part of the Site is strictly prohibited. You do not acquire ownership rights to any content, document, software, services or other materials viewed at or through the Site. The posting of information or material at the Site by Azoog does not constitute a waiver of any right in such information and/or materials.

**7. Editing, Deleting and Modification.** We reserve the right in our sole discretion to edit and/or delete any documents, information or other content appearing on the Site.

**8. Indemnification.** You agree to indemnify and hold Azoog, its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees and agents, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs and settlement costs), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of or in connection with: (a) your use of the Site; (b) your breach of this Agreement; (c) your violation of any rights of another individual and/or entity; and/or (d) your use of any products and/or services provided from an Azoog Mobile Service Provider Affiliate. The provisions of this paragraph are for the benefit of Azoog, its parent, subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, shareholders, licensors, suppliers and attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

**9. Disclaimer of Warranties.** THE SITE AND ANY MOBILE TELEPHONE PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM ONE OF OUR MOBILE SERVICE PROVIDER AFFILIATES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, AZOOG MAKES NO WARRANTY THAT: (A) THE SITE AND/OR MOBILE TELEPHONE PRODUCTS AND/OR SERVICES PROVIDED BY OUR MOBILE SERVICE PROVIDER AFFILIATES WILL MEET YOUR REQUIREMENTS; (B) THE SITE AND/OR MOBILE TELEPHONE PRODUCTS AND/OR SERVICES PROVIDED BY OUR MOBILE SERVICE PROVIDER AFFILIATES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; AND (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE. THE SITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION, WHETHER OR NOT SUCH CONNECTION IS AVAILABLE AT ANY GIVEN TIME. INFORMATION, WHETHER OR NOT SUCH INFORMATION IS AVAILABLE AT ANY GIVEN TIME.

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# Get a **COMPLIMENTARY** Ringtone or a Cool Text Service in just 3 Easy Steps!



Choose from  
only tones and  
notifications!

Get the latest  
info featuring your  
favorite artists!

Just  
**\$9.99**  
per month!

## Step 1. Enter your phone number

Where should we send your ringtones?

▶ [ ] - [ ] - [ ]

NEXT STEP\*

Step 1. Enter Number Step 2. Confirm PIN Step 3. Get Your Content!

VERIZON WIRELESS

T-Mobile

Sprint  
Together with Text

AT&T

NEXTEL  
Next Issue Wireless

CELLULARONE  
Don't Just Talk. Listen.

Celltel

Boost

PINEBELT

FARMERS  
WIRELESS

Pioneer

MIDWEST  
WIRELESS  
We Answer To You.

SunCom  
WIRELESS

Virgin  
mobile

cricket



\* By entering in your phone number above, you agree to be connected with a ringtone provider that has service for your carrier and cell phone. Ringtone offers not available for all carriers. Please read the privacy policy below for more information.

### TickTockTones - Terms & Conditions

Welcome to the TickTockTones website (the "Site"). TickTockTones is an Internet property of Azoogie.com, Inc. ("Azoogie," "we" or "us"). By using and/or accessing the Site, you are agreeing to comply with and be bound by the following Terms and Conditions (the "Agreement"). Please review the following terms of this Agreement carefully. **If you do not agree to this Agreement in its entirety, you are not authorized to use this Site in any manner or form.**

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