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11 Attorneys for Plaintiff
 12 FACEBOOK, INC.

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 SAN JOSE DIVISION

17 FACEBOOK, INC.,

18 Plaintiff,

19 v.

20 STUDIVZ LTD., VERLAGSGRUPPE
 GEORG VON HOLTZBRINCK GmbH,
 21 HOLTZBRINCK NETWORKS GmbH,
 HOLTZBRINCK VENTURES GmbH AND
 22 DOES 1-25,

23 Defendants.

Case No.

008 03468 HRL

(1) VIOLATIONS OF THE
 COMPUTER FRAUD AND ABUSE
 ACT, 18 U.S.C. SECTION 1030;

(2) VIOLATION OF CALIFORNIA
 PENAL CODE SECTION 502;

(3) TRADE DRESS INFRINGEMENT,
 15 U.S.C. SECTION 1125;

(4) BREACH OF CONTRACT;

(5) BREACH OF COVENANT OF
 GOOD FAITH AND FAIR DEALING.

DEMAND FOR JURY TRIAL

COMPLAINT

1 Plaintiff Facebook, Inc. alleges against Defendants StudiVZ Ltd. and Does 1-25 inclusive
2 (collectively, the "Defendants"), as follows:

3 INTRODUCTION

4 1. This is a case to stop StudiVZ from running a knockoff of Facebook's website.
5 StudiVZ.net, launched a year and a half after the debut of Facebook's website, was built by
6 copying the look, feel, features and services of facebook.com. StudiVZ's founders have publicly
7 admitted as much. Capitalizing on the success of Facebook, StudiVZ has quickly expanded from
8 its native Germany to many other nations throughout Europe. A great deal, if not all, of
9 StudiVZ's success is due to its copying and misuse of Facebook's intellectual property. StudiVZ
10 does not and cannot provide the same level of quality of user experience as Facebook, and
11 Facebook has no ability to control StudiVZ's user experience. Facebook is concerned that,
12 because StudiVZ looks like Facebook and incorporates similar features and functionality to
13 Facebook, users will incorrectly believe that StudiVZ is associated with Facebook. Facebook
14 does not want the goodwill it has worked so hard to build to suffer because of the failure of
15 StudiVZ to adhere to the same standards of quality, privacy and service as Facebook. Facebook,
16 therefore, seeks to end StudiVZ's illegal activity to ensure that users are not confused and that
17 Facebook's reputation remains unharmed.

18 PARTIES

19 2. Facebook, Inc. is a Delaware corporation with its principal place of business at
20 471 Emerson Street, Palo Alto, California. Facebook operates all of its servers in and/or from
21 California and has done so since June 2004.

22 3. Plaintiff is informed and believes and thereupon alleges that Defendant StudiVZ
23 Ltd. is a German entity headquartered at Saarbrucker Str. 38, D-10405, Berlin, Germany.
24 StudiVZ operates numerous websites, including StudiVZ.net, MeinVZ.net, and a number of
25 versions of the StudiVZ site translated into various European languages. At least one of
26 StudiVZ's websites has a section dedicated to California.

27 4. Plaintiff is informed and believes and thereupon alleges that Defendant
28 Verlagsgruppe Georg von Holtzbrinck GmbH ("VGH") is a German entity headquartered at

1 Gansheidestrade 26, 70184, Stuttgart, Germany. Upon information and belief, VGH purchased
2 StudiVZ in January 2007. VGH maintains significant, continuous and systematic contact with the
3 United States and the State of California, including, but not limited to, its operation of its
4 subsidiary Holtzbrinck Publishing Holdings Limited Partnership, headquartered at 175 Fifth
5 Avenue, New York, NY 10010. Plaintiff is informed and believes and thereupon alleges that
6 VGH has been acting as a partner, contractor, joint venturer or agent of one or more of the other
7 named Defendants and that each is jointly and severally responsible for the acts and omissions
8 complained of herein.

9 5. Plaintiff is informed and believes and thereupon alleges that Defendant
10 Holtzbrinck Networks GmbH ("HNG") is a German entity headquartered at Bayerstrade 21,
11 80335, Munich, Germany. Upon information and belief, Defendant HNG is a subsidiary
12 company of VGH focusing on online companies. Plaintiff is informed and believes and
13 thereupon alleges that HNG has been acting as a partner, contractor, joint venturer or agent of one
14 or more of the other named Defendants and that each is jointly and severally responsible for the
15 acts and omissions complained of herein.

16 6. Plaintiff is informed and believes and thereupon alleges that Defendant
17 Holtzbrinck Ventures GmbH ("HVG") is a German entity headquartered at Bayerstrade
18 21,80335, Munich, Germany. Upon information and belief, HVG is a subsidiary of VGH
19 focusing on online dating and social networks. Plaintiff is informed and believes and thereupon
20 alleges that HVG has been acting as a partner, contractor, joint venturer or agent of one or more
21 of the other named Defendants and that each is jointly and severally responsible for the acts and
22 omissions complained of herein.

23 7. Plaintiff has not yet fully and independently identified the true names and
24 capacities of the Defendants sued herein as Does 1-25, inclusive, and therefore sues those
25 Defendants by such fictitious names. Plaintiff reserves the right to amend this complaint to allege
26 such Defendants' true names and capacities when they are ascertained. Plaintiff is informed and
27 believes and thereupon alleges that each of the fictitiously designated Defendants has been acting
28 as a partner, contractor, joint venturer, agent, or employee of one or more of the named

1 Defendants and that each is jointly and severally responsible for the acts and omissions
2 complained of herein.

3 JURISDICTION AND VENUE

4 8. This is a civil action for violations of the Computer Fraud and Abuse Act, 18
5 U.S.C. § 1030, the Lanham Act, 15 U.S.C. 1125 et seq., California Penal Code 502(c), breach of
6 contract and breach of the covenant of good faith and fair dealing.

7 9. The Court has jurisdiction over the Computer Fraud and Abuse Act and the
8 Lanham Act claims pursuant to 28 U.S.C. § 1331. The Court has supplemental jurisdiction over
9 the remaining claims pursuant to 28 U.S.C. § 1367.

10 10. During all relevant times herein, Facebook, Inc. has operated its website,
11 www.facebook.com, from servers and offices located in California. Facebook is informed and
12 believes that Defendants were and are aware that www.facebook.com operated from California
13 during all relevant times herein.

14 11. During all relevant times herein, Defendants have repeatedly and intentionally
15 accessed Facebook servers located in California. *See* Cal. Penal Code § 502(j). Defendants have
16 maintained systematic and continuous contacts with California while engaging in the acts
17 described in this complaint. During all relevant times herein, Defendants had to be aware that
18 their wrongful acts would harm Facebook in California.

19 12. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(b), 1391(c). On
20 information and belief, the wrongful acts causing injuries were initiated at various times from
21 Germany and other locations directed at persons and equipment in California. Therefore, the
22 causes of action arise and the harm inflicted occurred primarily in the County of Santa Clara.

23 13. Finally, through their use of Facebook's website and service and their direct or
24 indirect use of registered Facebook User's accounts, Defendants have consented to venue and
25 jurisdiction in the state and federal courts of California.

26 FACEBOOK

27 14. Facebook operates the most trafficked and most successful social networking
28 website in the world. Originally founded by Mark Zuckerberg in 2004 while he was a student at

1 Harvard University, Facebook has since become the social networking site of choice among
2 virtually every demographic of internet user over the age of 13.

3 15. To use Facebook, a user must first create a personalized webpage or "profile." A
4 profile can describe as much or as little about the user as the user wishes. The information that a
5 user can place on a profile includes his or her name, college, marital status, interests, favorite
6 books, music or hobbies, profession, country of origin, college major and the like. A typical user
7 will insert personal information and content such as personal descriptions, photographs, email
8 addresses, comments and content relating to their interests, as well as communications with other
9 users. An example of a profile page is attached as **Exhibit 1**.

10 16. Having created a profile, a user may then use the social network. The user can
11 link their profile to those created by "friends," i.e., other Facebook users that are known to the
12 user or that share the same interests. Once users link profiles, they may begin to interact with one
13 another. For example, a user can "poke" a friend, that is, send a message to another user to get
14 their attention. In addition, a user can join groups organized around an interest or political cause.
15 The user may join networks organized by city, workplace, school, and region to connect and
16 interact with other people in those groups or networks.

17 17. The privacy controls of Facebook create a unique value-add for Facebook that has
18 been an important point of differentiation from other websites. Unlike other websites, users
19 identify their own names and personally identifying information, such as email addresses.
20 However, access to profiles is limited only to those that a user gives access to, i.e., a "friend."
21 Even when a "friend" is given access, the profile creator is empowered to limit what that
22 particular "friend" is able to see. These privacy controls create a safer and more trustworthy
23 environment for users of the Facebook service. These controls have contributed substantially to
24 Facebook's success and goodwill.

25 18. Facebook has expended significant resources and gone to great effort to create a
26 service that excels in creativity, functionality, originality, and that provides users with an optimal
27 experience. Its success can be attributed to the unique look and feel of its website and user
28 interface, the accompanying functionality to navigate the website, and the privacy controls.

1 19. The look and feel of Facebook is made up by a variety of carefully designed
2 components, some of which are more obvious to a typical user than others. For example,
3 Facebook features include the ability to “poke” another user or to write on another user’s “wall,”
4 a kind of message board. Facebook’s “Search” feature allows users to search for and connect
5 with friends and acquaintances with whom they have lost touch. Other components of
6 Facebook’s design, look and feel are more subtle. For example, Facebook has honed the font that
7 is used on its site, the size and location of text, the size and location of uploaded pictures, the
8 features that it offers, the location of hyperlinks for those features, and the location of
9 advertisements and other banners. Facebook has planned where user-posted messages are viewed
10 on a webpage, what particular designs are to be used, as well as the use of certain graphics,
11 pictures, video, information, applications, music, sound and other files and their selection and
12 arrangement on the Facebook site. Each and every one of these components come together to
13 provide a unique user experience. As discussed above, Facebook has also put into place privacy
14 controls allowing users a multitude of options to choose from to protect their data. The user is
15 given more freedom to control what other users can see.

16 20. All Facebook website and service files are maintained on Facebook’s computer
17 servers located in California. These computers are owned and operated by Facebook, and access
18 to them is restricted under Facebook’s Terms of Use.

19 **FACEBOOK TERMS OF USE**

20 21. Anyone who accesses or uses Facebook’s website at www.facebook.com must
21 signify that they have read and agree to be bound by Facebook’s Terms of Use, whether or not
22 they are a registered member of Facebook. Although there have been slight changes made to the
23 Terms of Use from 2004 to the present date, each iteration has remained substantively the same.
24 See attached **Exhibit 2**, collecting pertinent excerpts from the Terms of Use in place for the years
25 2004, 2005, 2006 and the present date (the full Terms of Use currently in place are available at
26 <http://www.facebook.com/terms.php>.) Unless otherwise noted, citations to the Facebook Terms
27 of Use are drawn from the Terms effective as of June 28, 2005.

28 22. Only those individuals who agree to Facebook’s Terms of Use are authorized to

1 access or browse Facebook's website, thereby becoming a User. If a person fails to agree to the
2 Terms of Use, that person will be unable to pass beyond the log-in page attached as **Exhibit 3**.

3 23. Accordingly, all users of the Facebook website, whether registered or unregistered,
4 agree under the Facebook Terms of Use not to copy Facebook's site content, not to use it for
5 commercial purposes and, users agree that the Facebook service and website are available only
6 for personal, non-commercial use. Users acknowledge that acting in a contrary manner constitutes
7 a violation of the terms of the agreement.

8 24. In pertinent part the 2005 Terms of Use provided:

9 You understand that the Web site is available for your personal, non-commercial
10 use only. You agree that no materials of any kind submitted through your account
11 will violate or infringe upon the rights of any third party, including copyright,
12 trademark, privacy or other personal or proprietary rights; or contain libelous,
13 defamatory or otherwise unlawful material. You further agree not to harvest or
14 collect email addresses or other contact information of members from the Web site
15 by electronic or other means for the purposes of sending unsolicited emails or
16 other unsolicited communications. Additionally, you agree not to use automated
17 scripts to collect information from the Web site or for any other purpose. You
18 further agree that you may not use Web site in any unlawful manner or in any
19 other manner that could damage, disable, overburden or impair [the Facebook]
20 Web site.

21 ...

22 All content on Web site, including but not limited to design, text, graphics, other
23 files, and their selection and arrangement (the "Content"), are the proprietary
24 property of Thefacebook or its licensors. All rights reserved. The Content may not
25 be modified, copied, distributed, framed, reproduced, republished, downloaded,
26 displayed, posted, transmitted, or sold in any form or by any means, in whole or in
27 part, without Web site's prior written permission. You may download or print a
28 copy of any portion of the Content solely for your personal, non-commercial use,
provided that you keep all copyright or other proprietary notices intact. You may
not republish Content on any Internet, Intranet or Extranet site or incorporate the
information in any other database or compilation. Any other use of the Content is
strictly prohibited. All trademarks, logos, trade dress and service marks on the
Web site are either trademarks or registered trademarks of Thefacebook or its
licensors and may not be copied, imitated, or used, in whole or in part, without the
prior written permission of Thefacebook.

29 25. By assenting to Facebook's Terms of Use, Facebook users also "consent to, and
30 waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to,

venue and jurisdiction in the state and federal courts of California.”

26. Facebook requires its users to agree to the site’s Terms of Use and related privacy policies so that, among other reasons, it can ensure the protection of users’ private information. Given the nature of the Facebook service and the often personal nature of the information that Facebook users post to their profiles, Facebook has invested significant resources in developing Facebook’s privacy protocols and in making the Facebook experience a safe one for all of its users.

STUDIVZ CREATES A WEBSITE THAT ADMITTEDLY COPIES FACEBOOK

27. The success of Facebook’s interface and design has given rise to efforts by others to capitalize on the significant investment made by Facebook. These people and organizations seek to inappropriately associate themselves with Facebook and its substantial global goodwill. StudiVZ operates just such a copycat website, perhaps the largest of its kind.

28. StudiVZ is an abbreviation of the German term *Studentenverzeichnis* or *Studienverzeichnis*, which means “students’ directory.” Translated, it bears the same meaning as the United States idiom “facebook,” which is a colloquial term used to describe a student directory. StudiVZ was launched in October 2005 by two students from Berlin, Ehssan Dariani and Dennis Bemmman. Upon information and belief, they are both Facebook users.

29. Upon information and belief, Defendants operate StudiVZ, located at www.studivz.net. In addition to the www.studivz.net website, Defendants’ umbrella of social networking sites include www.meinvz.net, the French-language site www.studiqq.fr, the Italian-language site www.studiln.it, the Spanish-language site www.estudiln.net and the Polish-language site www.studentix.pl (these sites, together with www.studivz.net, herein collectively referred to as the “StudiVZ sites” or “StudiVZ websites”).

30. StudiVZ has stolen not only Facebook’s features, but also its look, its feel, its design, much of its website functionality, and other proprietary intellectual property such as style sheets. A comparison between pages of Facebook and StudiVZ show that the websites are virtually identical. See attached **Exhibits 4 and 5**.

31. Mr. Dariani, one of StudiVZ’s co-founders, has admitted to using the Facebook

1 website to create the StudiVZ website. For example, Mr. Dariani admitted, “[w]e may have
2 oriented ourselves along the lines of the Facebook layout.” *See Der Spiegel* (stating “Dariani is
3 not afraid to admit that his site is based on the American predecessor.”) (Article available online
4 at: <http://www.spiegel.de/international/0,1518,druck-446353,00.html>).

5 32. StudiVZ has done much more than simply “orient” itself along Facebook’s layout.
6 The StudiVZ sites evince the blatant, unabashed and wholesale theft of Facebook’s user interface
7 and webpage designs.

8 33. As on Facebook, a StudiVZ user first creates a profile. The information requested
9 from a user when they are creating their profile is substantially identical to that requested by
10 Facebook. Indeed, the profile creation web pages contain many of the same questions in the same
11 order that Facebook’s site does, arranged in substantially identical drop-down and side menus. In
12 both services, once a profile has been completed, a user is taken to their profile page. The
13 following features bear an unmistakable resemblance to Facebook:

- 14 • A StudiVZ profile page is graphically broken up into a number of distinct frames.
15 *Compare* attached Exhibit 4, a StudiVZ profile page, with attached Exhibit 5, a
16 Facebook profile page.
- 17 • The StudiVZ profile page features the company logo and/or name in the upper left-
18 hand corner of the page. *Compare* attached Exhibit 4 with attached Exhibit 5.
- 19 • Below the company logo, the StudiVZ profile page features a “Search” function,
20 which allows users to search for other users on the site. *Compare* attached Exhibit 4
21 with attached Exhibit 5.
- 22 • Below the “Search” bar the StudiVZ profile page has a vertical column of hyperlinks
23 to website features and applications. *Compare* attached Exhibit 4 with attached
24 Exhibit 5.
- 25 • The StudiVZ profile page features a frame across the top that includes links to various
26 pages on the respective site. *Compare* attached Exhibit 4 with attached Exhibit 5.
- 27 • The StudiVZ hyperlinks include links, among others, to a user “Photo” page and a
28 user “Groups” page. *Compare* attached Exhibit 4 with attached Exhibit 5.

- 1 • Below these links StudiVZ features a small frame in which to include banners or
2 advertisements. *Compare* attached Exhibit 4 with attached Exhibit 5.
- 3 • To the right of the advertisement frame is a large, square space into which a user may
4 insert a picture of themselves. *Compare* attached Exhibit 4 with attached Exhibit 5.
- 5 • Below the personal picture, the StudiVZ site features hyperlinks that allow a user to
6 upload and update their photo. *Compare* attached Exhibit 4 with attached Exhibit 5.
- 7 • Below these links is a small frame that lists a user's friends. *Compare* attached
8 Exhibit 4 with attached Exhibit 5.
- 9 • To the right of the personal picture is a frame listing the user's personal information,
10 which on both sites includes the user's name, date of site membership and other
11 contact information. *Compare* attached Exhibit 4 with attached Exhibit 5.
- 12 • Below this area on Facebook is a frame called "The Wall," which displays public
13 messages written by friends meant to be read by all visitors to a user's profile page.
14 *Compare* attached Exhibit 4 with attached Exhibit 5. StudiVZ has an identical frame
15 in an identical location whose name translates to "The Board," which performs an
16 identical function to "The Wall" in Facebook. *Compare* attached Exhibit 4 with
17 attached Exhibit 5.
- 18 • The StudiVZ "Search Results" page, an example of which is attached hereto as
19 **Exhibit 8**, is virtually identical to a similar page on Facebook, attached as **Exhibit 9**.
- 20 • The StudiVZ website has also copied the format as well as certain elements of
21 Facebook's privacy controls, including Facebook's emphasis on its "core principle"
22 that users "should have control over [their] personal information." *Compare* attached
23 **Exhibit 6** with attached **Exhibit 7**.

24 34. In addition to copying the design of profile pages and virtually every other key
25 webpage from Facebook, StudiVZ has stolen numerous other aspects of the Facebook service.
26 The protocol to communicate with other users is substantially identical in both sites. In both
27 sites, a user may search for and join a group by substantially identical means. Once a user
28 navigates to a Group profile page, the emblematic image of the group is situated in the upper right

1 hand corner of the page, despite the fact that individual user profiles situate the user's image in
2 the upper left hand corner. Compare attached **Exhibit 10**, a StudiVZ "Group Profile" page, with
3 attached **Exhibit 11**, a Facebook "Group Profile" page.

4 35. StudiVZ also appears to have "style sheets" that specifically call out to Facebook
5 designs, using such file names as "myfb" and "myfacebook." In addition, both *Der Spiegel* and
6 the online media have uncovered StudiVZ website error messages that speak to StudiVZ's
7 awareness that it was copying Facebook's intellectual property. These error messages, a
8 screenshot of which is attached hereto as **Exhibit 12**, reveal that StudiVZ programmers named
9 one of their programming folders "Fakebook," an explicit reference to Facebook and an apt—and
10 incriminating—self-description by StudiVZ of its own website. See
11 http://www.spiegel.de/fotostrecke/0,5538,PB64-SUQ9MTY2ODMmbnI9Ng_3_3,00.html.

12 36. Any differences between the StudiVZ sites and Facebook are nominal. Most
13 obviously, StudiVZ has replaced Facebook's blue color scheme with a red one. In addition, the
14 *Der Spiegel* article cited above noted that other than some minor changes between Facebook and
15 StudiVZ, "the differences are in name only. For example, in Facebook users can 'poke' one
16 another; on StudiVZ, Dariani coined the term 'gruscheln'¹ – a popular word among users, but the
17 function is nonetheless identical to the 'poke.' Dariani says he wanted to avoid 'mindless
18 Anglicisms,' and hence the site's nomenclature is 'strictly German.'"

19 37. Mr. Dariani's eschewing of "mindless Anglicisms" demonstrates that StudiVZ
20 worked backwards from the Facebook service, copying everything first, and then doing away
21 with items that would not resonate with or translate to a German-speaking audience, such as an
22 American idiomatic term like "poke."

23 38. StudiVZ's theft of Facebook's intellectual property has not gone unnoticed by its
24 users or members of the media. Attached as **Exhibits 13** through **16** are printouts of websites that

25
26 ¹ The *Urban Dictionary*, an online dictionary of American and foreign slang founded in 1999,
27 defines "gruscheln" as, "A German/Austrian made up word that is a mix between the word
28 *gruessen* (meaning 'greeting someone') & *kuscheln* (meaning 'to hug someone')." The *Urban Dictionary* notes that "[t]he word was made popular on the popular social networking site
StudiVZ which is considered by many as a German Facebook clone." (emphasis of German
words added) (website available at: www.urbandictionary.com/define.php?term=gruscheln).

1 alternatively refer to StudiVZ as a “Facebook clone,” see **Exhibits 13 and 14**, an example of
2 “Copy/Paste Innovation,” see attached **Exhibit 15**, and a “Blatant Facebook Rip-Off,” see
3 attached **Exhibit 16**.

4 39. One German watchdog website that has closely monitored the StudiVZ service
5 remarks, “StudiVZ looks remarkably like an American-based social network called Facebook.
6 The design is very similar, the order of the menu is the same, most of the style sheets have only
7 been marginally renamed and changed from blue to red, and even the names of some of the
8 graphic-files are copied.” See <http://www.karsten-wenzlaff.de/?p=115>, also attached herein as
9 **Exhibit 17**. Another German website has illustrated StudiVZ’s theft with screenshot
10 comparisons. See [http://www.unfehlbar.net/index.php/studivz-ein-plagiat-als-mochtegern-](http://www.unfehlbar.net/index.php/studivz-ein-plagiat-als-mochtegern-youtube/)
11 [youtube/](http://www.unfehlbar.net/index.php/studivz-ein-plagiat-als-mochtegern-youtube/), also attached herein as **Exhibit 18**.

12 40. Not only does such theft constitute an illegal act in and of itself, Defendant’s
13 willful disregard for Facebook’s property rights has resulted in significant harm to Facebook.
14 Defendants’ copying of Facebook creates a high likelihood that StudiVZ’s websites are being
15 confused for Facebook’s, or that users are being misled into believing there is an association
16 between StudiVZ and Facebook. As with any counterfeit product, StudiVZ’s uncontrolled
17 quality standards for service, features and privacy protection negatively impact the genuine
18 article. For example, StudiVZ has had numerous well-publicized data and security leaks.
19 Because so many aspects of StudiVZ have been copied from Facebook, users may believe that
20 Facebook suffers from the same privacy and security flaws, when that is simply not the case.

21 41. Facebook has also been hampered from entering and competing fairly in the
22 European market by a copycat website which has misappropriated Facebook’s significant
23 investment.

24 42. On information and belief, Defendants have willfully and maliciously engaged in
25 unauthorized access to, and unauthorized appropriation of, Facebook’s data, information,
26 computers, and computers systems and networks in an attempt to copy Facebook’s website and
27 services so as to misappropriate Facebook’s considerable goodwill and valuable reputation.

28 43. Defendants have benefited financially from this behavior while at the same time

1 harming Facebook.

2 44. Each of the Defendants had knowledge of the other Defendants' unlawful actions
3 and authorized and/or directed them to take the actions described in this Complaint on the other
4 Defendants' behalf.

5 **FIRST CLAIM FOR RELIEF**

6 **VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT**

7 (18 U.S.C. § 1030)

8 45. Facebook realleges and incorporates herein by reference the allegations in
9 paragraphs 1-44.

10 46. Defendants knowingly and intentionally accessed Facebook's computers without
11 authorization or in excess of any authorization. Defendants were not authorized to login into and
12 use Facebook's site or services for the purpose of copying its web pages, copying its design and
13 copying its features or copying its trade dress. Defendants were also not authorized to access
14 Facebook's computer servers beyond the terms set forth in Facebook's Terms of Use, which
15 Defendants violated by (among other things) using Facebook's servers for commercial purposes
16 without authorization.

17 47. After gaining unauthorized access to the Facebook servers, Defendants obtained
18 and used valuable information from Facebook's protected computers in transactions involving an
19 interstate or foreign communication.

20 48. Defendants knowingly, willfully and with an intent to defraud accessed
21 Facebook's computers without authorization or in excess of any authorization and obtained
22 valuable information from Facebook's computers, which, on information and belief, Defendants
23 used to obtain something of value. Such valuable information includes, but is not limited to,
24 Facebook's webpage design and user interface.

25 49. Defendants' conduct has caused a loss to Facebook during a one-year period far
26 exceeding the statutory minimum of \$5,000.

27 50. Facebook has suffered damages resulting from Defendants' infringing conduct.
28 Facebook seeks compensatory and punitive damages under 18 U.S.C. § 1030(g) in an amount to

1 be proven at trial.

2 51. By reason of Defendants' conduct, Facebook has suffered, is suffering, and will
3 continue to suffer irreparable harm and, unless Defendants are enjoined, the irreparable harm to
4 Facebook will continue. Facebook has no adequate remedy at law.

5 **SECOND CLAIM FOR RELIEF**

6 **VIOLATION OF CALIFORNIA PENAL CODE SECTION 502**

7 52. Facebook realleges and incorporates herein by reference the allegations in
8 paragraphs 1-51 as if set forth fully herein.

9 53. Defendants knowingly accessed and without permission used data, computers,
10 computer systems, or computer networks in order to wrongfully control or obtain property or data
11 in violation of California Penal Code §502(c)(1).

12 54. Defendants knowingly accessed and without permission took, copied, or made use
13 of data from a computer, computer system, or computer network, or took or copied any
14 supporting documentation, whether existing or residing internal or external to a computer,
15 computer system, or computer network in violation of California Penal Code §502(c)(2).

16 55. Defendants knowingly and without permission accessed and used the Facebook
17 services in violation of California Penal Code §502(c)(3).

18 56. Defendants knowingly and without permission accessed, or caused to be accessed,
19 Facebook's computers, computer system, or computer network in violation of California Penal
20 Code §502(c)(7).

21 57. Pursuant to California Penal Code §502(e)(1), Facebook seeks compensatory
22 damages, in an amount to be proven at trial, and injunctive relief for its damages and loss suffered
23 by Defendants' violations of Facebook's computers and network.

24 58. As a direct result of Defendants' actions, Facebook has suffered and continues to
25 suffer irreparable harm for which Facebook has no adequate remedy at law, and which will
26 continue unless Defendants' actions are enjoined.

27 59. Facebook is also entitled to recover its reasonable attorneys' fees pursuant to
28 California Penal Code §502(e)(2).

1 60. On information and belief, Defendants actions were willful and malicious, and
2 Facebook is therefore entitled to punitive damages pursuant to California Penal Code § 502(e)(4).

3 **THIRD CLAIM FOR RELIEF**

4 **TRADE DRESS INFRINGEMENT**

5 (15 U.S.C. § 1125)

6 61. Facebook realleges and incorporates herein by reference the allegations in
7 paragraphs 1-60.

8 62. The unique look and feel of Facebook's website and services, including its
9 graphical user interface, constitute protectable trade dress.

10 63. Facebook's user interface is unique, recognizable, and not merely functional.

11 64. Defendants have copied Facebook's trade dress in connection with goods or
12 services in commerce in a manner likely to cause confusion or mistake, or to deceive users as to
13 the affiliation, connection, or association of the StudiVZ websites with Facebook or as to deceive
14 users as to the origin, sponsorship, or approval of the StudiVZ goods, services or commercial
15 activities.

16 65. Facebook has been adversely affected by Defendants' violations. As a direct and
17 proximate cause of Defendants' conduct, Facebook has sustained damages in an amount to be
18 determined at trial.

19 66. By reason of Defendants' conduct, Facebook has suffered, is suffering, and will
20 continue to suffer irreparable harm and, unless Defendants are enjoined, the irreparable harm to
21 Facebook will continue. Facebook has no adequate remedy at law.

22 67. On information and belief, Defendants' actions were willful and knowing, entitling
23 Facebook to aggravated damages in accordance with 15 U.S.C. § 7706(g)(3)(C).

24 **FOURTH CLAIM FOR RELIEF**

25 **BREACH OF CONTRACT**

26 68. Facebook realleges and incorporates herein by reference the allegations in
27 paragraphs 1-67 as if set forth fully herein.

28 69. By using and/or registering to use the Facebook website and service, Defendants

1 consented to the Facebook Terms of Use, thereby entering into a valid contract with Facebook.

2 70. Misappropriating Facebook intellectual property or using Facebook for a
3 commercial purpose is in breach of the Terms of Use.

4 71. Defendant's breach of the Terms of Use have proximately caused Facebook
5 damages in an amount to be ascertained at trial.

6 **FIFTH CLAIM FOR RELIEF**

7 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

8 72. Facebook realleges and incorporates herein by reference the allegations in
9 paragraphs 1-71 as if set forth fully herein.

10 73. California law implies a covenant of good faith and fair dealing in all contracts
11 between parties entered into in the State of California.

12 74. By assenting to the Facebook Terms of Use, Defendants entered into a California
13 contract with Facebook.

14 75. As a result of the actions set forth hereinabove, Defendants unfairly and
15 improperly interfered with the plaintiff's right to receive the benefits of the Facebook Terms of
16 Use thereby breaching the covenant of good faith and fair dealing implied in the Terms of Use,
17 and as a result thereof, Facebook is entitled to damages as prayed.

PRAYER FOR RELIEF

Wherefore, Facebook prays for relief as follows:

1. That Defendants and their agents, servants, employees, attorneys, affiliates, distributors and any other persons in active concert or participation with them be temporarily, preliminarily, and permanently enjoined from:
 - a. making any unauthorized use of, or gaining unauthorized access to, Facebook's data, information, computers, computers systems, or computer networks;
 - b. encouraging or facilitating Facebook Users' violations of Facebook's Terms of Use;
 - c. accessing Facebook's data, information, computers, computer systems or network, of Facebook User accounts for any reason whatsoever;
 - d. maintaining websites, including social networking sites, that contain confusing or unlawfully copied anything from Facebook or Facebook's trade dress;
 - e. using data or other information obtained from Facebook.
2. That Defendants be directed to file with the Court and serve upon counsel for Facebook within thirty days after entry of judgment a report in writing under oath setting forth in detail the manner and form in which Defendants have complied with the requirements of the injunction.
3. That Defendants be directed to file with the Court and serve upon counsel for Facebook within thirty days after entry of judgment a report in writing under oath setting forth in detail an accounting of any and all sales, revenues, profit sharing or kick-back payments Defendants made, obtained or distributed as a result of their actions in violation of Facebook's rights described herein;
4. For damages according to proof, including liquidated and statutory damages;
5. For disgorgement of any money, property, or the value of any other economic benefit that Defendants have received as a result of their unlawful conduct;
6. For aggravated damages;
7. For punitive damages;

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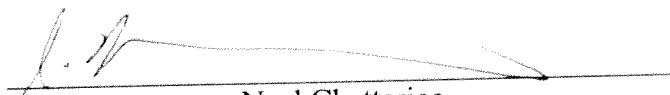
8. For interest as allowed by law;
9. For costs of suit, including reasonable attorneys' fees;
10. For such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury for all issues which may be tried by jury.

Dated: July 18, 2008

ORRICK, HERRINGTON & SUTCLIFFE LLP



Neel Chatterjee
Attorneys for Plaintiff
FACEBOOK, INC.

EXHIBIT 1

facebook

Profile edit Friends ▾ Networks ▾ Inbox (1) ▾

home account privacy logout

Search ▾

Applications edit

-  Photos
-  Groups
-  Events
-  Marketplace
-  Video
-  Scrabulous

▾ more



ONLINE PROGRAMS

ASSOCIATE'S DEGREES

Associate of Arts in Business

Associate of Arts in Health Care Administration

Associate of Arts in Information Technology

BACHELOR'S DEGREES

Bachelor of Science in Business / Marketing

Bachelor of Science in Criminal Justice Administration

Bachelor of Science in Management

MASTER'S DEGREES

Master of Business Administration

Master of Arts in Education / Curriculum and Instruction

Master of Information Systems

LEARN MORE ▸



View Photos of You (3)

View Videos of You (1)

Dedicate a Song

Edit My Profile

You are online now.



Friends

5 friends

See All



Dewey McAlister



Dylan Sole



Ellis Bell



Holly Ann Calloway



Pip Havisham

(fluff)Friends



See more about Rawr.

"burnination!"



My name is Rawr.

Pet Me!

Feed Me!

Friends in Other Networks

Networks with the most friends

Eliza Bennet

is video!

Updated 20 minutes ago edit

Networks: Jersey Shore, NJ
 Birthday: May 17, 1982

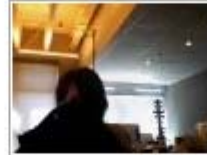
Mini-Feed

Displaying 6 stories.

See All

Today

Eliza recorded a new video. 12:02pm



woot video

0:10 Recorded 5 minutes ago

Eliza is video! 11:47am



Eliza added the Scrabulous application. 11:38am



August 24

Eliza commented on Holly Ann Calloway's photo. 10:28am



“ Hot fun in the summertime ... lookin’
 gooooooooooooooooood! ”



August 16

Eliza wrote on Pip Havisham's wall. 11:11am



Eliza and Dylan Sole are now friends. 10:41am



Information

Personal Info [edit]

Activities: hanging out with my girls, being sarcastic, laughing, reading, mocking people to their faces

Interests: defining people's character for them, gossip, writing letters (the old fashioned way)

Favorite Books: any novel

Favorite Quotes: "it is a truth universally acknowledged that any man in possession of a large fortune must be in want of a wife"--JA




About Me: you think i can tell you in the space of this box?

The Wall

Displaying the only 2 wall posts.

See All

Write something on your own Wall...

Attach:  Record Video  Share Link  Add Music

Post





Dewey McAlister wrote

at 9:46am on August 23rd, 2007

EXHIBIT 2

SLIP SHEET

[login](#) [register](#) [about](#)

Email:

Password:

Thefacebook Terms of Use

[Terms of Use]

Introduction

Welcome to Thefacebook, an online directory that connects people through networks of academic centers. Thefacebook service is operated by Thefacebook network ("Thefacebook"). By using Thefacebook web site (the "Web site") you agree to be bound by these Terms of Use (this "Agreement"). If you wish to become a Member and communicate with other Members and make use of Thefacebook service (the "Service"), read these Terms of Use and indicate your acceptance of them by following the instructions on the registration page.

This Agreement sets out the legally binding terms of your use of the Web site and your membership in the Service and may be modified by Thefacebook at any time and without prior notice, such modifications to be effective upon posting by Thefacebook on the Web site. This Agreement includes Thefacebook's acceptable use policy for content posted on the web site, Thefacebook's Privacy Policy, and any notices regarding the Web site.

Eligibility

You must be eighteen or over to register as a member of Thefacebook or use the Web site. Membership in the Service is void where prohibited. By using the Web site, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

Term

This Agreement will remain in full force and effect while you use the Web site and/or are a Member. Thefacebook may terminate your membership for any reason, at any time. Even after membership is terminated, this Agreement will remain in effect.

Non Commercial Use by Members

The Web site is for the personal use of individual Members only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not become Members and should not use the Service or the Web site for any purpose. Illegal and/or unauthorized uses of the Web site, including collecting email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Web site will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

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Content Posted on the Site

You understand and agree that Thefacebook may review and delete any content, photos or profiles (collectively "Content") that in the sole judgement of Thefacebook violate this Agreement of which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

Your profile must describe you, an individual person. Examples of inappropriate profiles include, but are not limited to, profiles that purport to represent an animal, place, inanimate objects, fictional character, or real individual who is not you.

You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members.

By posting Content to any public area of Thefacebook, you automatically grant, and you represent and warrant that you have the right to grant, to Thefacebook an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

Thefacebook reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. Even though such use is strictly prohibited, there is a small chance that you might become exposed to such items and you further waive your right to any damages (from any party) related to such exposure.

You must use the Service in a manner consistent with any and all applicable laws and regulations.

You may not engage in advertising to, or solicitation of, other Members to buy or sell any products or services through the Service. You may not transmit any chain letters or junk email to other members. Although Thefacebook cannot monitor the conduct of its members off the Web site, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to advertise to, solicit, or sell to any member with their prior consent.

Copyright Policy

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Member Disputes

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Privacy

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Except in jurisdictions where such provisions are restricted, in no event will Thefacebook be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Web site or the Service, even if Thefacebook has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Thefacebook's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Thefacebook for the Service during the term of membership.

Disputes

If there is any dispute about or involving the Web site and/or the Service, by using the Web site, you agree that the dispute will be governed by the laws of the State of Massachusetts without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of Massachusetts, City of Boston.

Indemnity

You agree to indemnify and hold Thefacebook, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. If you are a California resident, You waive California Civil Code Section 1542, which says "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

No Agency

There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between Thefacebook and any User of the Service.

Other

This Agreement, accepted upon use of the Web site and further affirmed by becoming a Member of the Service, contains the entire agreement between you and Thefacebook regarding the use of the Web site and/or the Service. The failure of Thefacebook to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

Questions

Please [contact us](#) with any questions regarding this agreement.

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SLIP SHEET

	 login register about faq
<div>Email: <input type="text"/></div> <div>Password: <input type="password"/></div> <div><input type="button" value="login"/> <input type="button" value="register"/></div>	<div>Thefacebook Terms of Use</div> <div><h2>[Terms of Use]</h2><p>These Terms of Use are effective as of June 28, 2005.</p><div><h3>Introduction</h3><p>Welcome to Thefacebook, an online directory that connects people through networks of academic and geographic centers. Thefacebook service is operated by Thefacebook network ("Thefacebook"). By using Thefacebook web site (the "Web site") you signify that you have read, understand and agree to be bound by these Terms of Use (this "Agreement"). We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the Terms of Use's effective date. Your continued use of the Web site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access Web site. It is your responsibility to regularly review these Terms of Use.</p></div><div><h3>Eligibility</h3><p>You must be eighteen years of age or older to register as a member of Thefacebook or use the Web site. Membership in the Service is void where prohibited. By using the Web site, you represent and warrant that you have the right, authority, and capacity to agree to and to abide by all of the terms and conditions of this Agreement. Thefacebook may terminate your membership for any reason, at any time.</p></div><div><h3>Member Conduct</h3><p>You understand that the Web site is available for your personal, non-commercial use only. You agree that no materials of any kind submitted through your account will violate or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of members from the Web site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Web site or for any other purpose. You further agree that you may not use Web site in any unlawful manner or in any other manner that could damage, disable, overburden or impair Web site. In addition, you agree not to use the Web site to:</p><ul style="list-style-type: none">• upload, post, email, transmit or otherwise make available any content that we deem to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable;• impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;• upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;• upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;• intimidate or harass another;• use or attempt to use another's account, service or system without authorization from Web site, or create a false identity on this website.</div></div>

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By posting Member Content to any part of the Web site, you automatically grant, and you represent and warrant that you have the right to grant, to Thefacebook an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, perform, display, reformat, translate, excerpt (in whole or in part) and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

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The Web site contains links to other web sites. Thefacebook is not responsible for the content, accuracy or opinions express in such web sites, and such web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked web site on Thefacebook Web site does not imply approval or endorsement of the linked web site by Thefacebook. If you decide to leave Thefacebook Web site and access these third-party sites, you do so at your own risk.

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Governing Law and Venue

If there is any dispute about or involving the Web site and/or the Service, you agree that the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You also agree to the exclusive jurisdiction and venue of the courts of the state and federal courts of Santa Clara County, California and waive all defenses of lack of personal jurisdiction and forum non conveniens. Any cause of action by you with respect to the Web site and/or the Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Indemnity

You agree to indemnify and hold Thefacebook, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement or your violation of any law or the rights of a third party.

Other

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Questions

Please [contact us](#) with any questions regarding this agreement.

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SLIP SHEET

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Password:

[Login](#)[Register](#)

Terms of Use

These Terms of Use are effective as of October 3, 2005.

Introduction

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Eligibility

You must be thirteen years of age or older to register as a member of Facebook or use the Web site. If you are under the age of 13, you are not allowed to register and become a member of Facebook or access Facebook content, features and services on the Web Site. Membership in the Service is void where prohibited. By using the Web site, you represent and warrant that you agree to and to abide by all of the terms and conditions of this Agreement. Facebook may terminate your membership for any reason, at any time.

Member Conduct

You understand that the Web site is available for your personal, non-commercial use only. You agree that no materials of any kind submitted through your account will violate or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of members from the Web site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Web site or for any other purpose. You further agree that you may not use Web site in any unlawful manner or in any other manner that could damage, disable, overburden or impair Web site. In addition, you agree not to use the Web site to:

- upload, post, email, transmit or otherwise make available any content that we deem to be harmful, threatening, abusive, harassing, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself or your affiliation with any person or entity;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another;
- use or attempt to use another's account, service or system without authorization from Web site, or create a false identity on this website.

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Member Content Posted on the Site

You are solely responsible for the content, photos or profiles Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members (collectively the "Member Content"). You understand and agree that Facebook may review and delete or remove any Member Content that in the sole judgment of Facebook violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members.

By posting Member Content to any part of the Web site, you automatically grant, and you represent and warrant that you have the right to grant, to Facebook an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, perform, display, reformat, translate, excerpt (in whole or in part) and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

You may remove your Member Content from the site at any time. If you choose to remove your Member Content, the license granted above will automatically expire.

Copyright Policy

Facebook respects the intellectual property rights of others. If you believe your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Web site, please contact us at copyright@facebook.com and provide us with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the Web site; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Links to other websites

The Web site contains links to other web sites. Facebook is not responsible for the content, accuracy or opinions express in such web sites, and such web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked web site on Facebook Web site does not imply approval or endorsement of the linked web site by Facebook. If you decide to leave Facebook Web site and access these third-party sites, you do so at your own risk.

Member Disputes

You are solely responsible for your interactions with other Facebook Members. Facebook reserves the right, but has no obligation, to monitor disputes between you and other Members.

Privacy

Facebook cares about the privacy of its members. Click [here](#) to view the Web site's Privacy Policy.

Disclaimers

Facebook is not responsible for any incorrect or inaccurate Content posted on the Web site or in connection with the Service, whether caused by users of the Web site, Members or by any of the equipment or programming associated with or utilized in the Service. Facebook is not responsible for the conduct, whether online or offline, of any user of the Web site or Member of the Service. The Service may be temporarily unavailable from time to time for maintenance or other reasons. Facebook assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member communications. Facebook is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will Facebook be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Web site or the Service, any Content posted on the Web site or transmitted to Members, or any interactions between users of the Web site, whether online or offline. THE WEB SITE, THE SERVICE AND THE CONTENT ARE PROVIDED "AS-IS" AND FACEBOOK DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FACEBOOK CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE WEB SITE AND/OR THE SERVICE.

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Governing Law and Venue

If there is any dispute about or involving the Web site and/or the Service, you agree that the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You also agree to the exclusive jurisdiction and venue of the courts of the state and federal courts of Santa Clara County, California and waive all defenses of lack of personal jurisdiction and forum non conveniens. Any cause of action by you with respect to the Web site and/or the Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

Indemnity

You agree to indemnify and hold Facebook, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement or your violation of any law or the rights of a third party.

Other

These Terms of Use constitute the entire agreement between you and Facebook regarding the use of the Web site and/or the Service, superseding any prior agreements between you and Facebook relating to your use of the Web site or the Service. The failure of Facebook to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

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Site Tour

Learn about Facebook.

Terms of Use

Date of Last Revision: December 13, 2006.

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PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Eligibility

Membership in the Service is void where prohibited. This Site is intended solely for Users who are thirteen (13) years of age or older, and any registration by, use of or access to the Site by anyone under 13 is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that you are 13 or older and that you agree to and to abide by all of the terms and conditions of this Agreement. The Company may terminate your membership, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site) for any reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 13.

Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

Proprietary Rights in Site Content; Limited License

All content on the Web site, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Company, its Users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Site Content solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Site Terms and does not include use of any data mining, robots or similar

data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Site Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

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User Conduct

You understand that except for self-service advertising programs offered by us on the Site (e.g., Facebook Flyers), the Service and the Site are available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from the Service or the Site or for any other purpose. You further agree that you may not use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site. In addition, you agree not to use the Service or the Site to:

- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass another;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service or the Site.
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its Users to any harm or liability of any type.

User Content Posted on the Site

You are solely responsible for the photos, profiles, messages, notes, text, information, music, video, advertisements and other content that you upload, publish or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other Users (collectively the "User Content"). You understand and agree that the Company may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation User Content that in the sole judgment of the Company violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will automatically expire.

Facebook Mobile Services

The Service includes certain services that are available via your mobile phone, including (i) the ability to upload content to Facebook via your mobile phone (Mobile Uploads), (ii) the ability to receive and reply to Facebook messages, to poke and receive pokes and to write wall posts using text messaging (Mobile Texts) and (iii) the ability to browse Facebook from your mobile phone (Mobile Web) (collectively the "Mobile Services"). We do not charge for these Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. By using the Mobile Services, you agree that we may communicate with you regarding Facebook and its partners by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent as set forth below:

Name of Agent Designated to Receive Notification of Claimed Infringement: Rudy Gadre

Full Address of Designated Agent to Which Notification Should be Sent: 156 University Ave., Suite 300, Palo Alto, CA 94301

Telephone Number of Designated Agent: (650) 543-4800

Facsimile Number of Designated Agent: (650) 543-4801

E-Mail Address of Designated Agent: copyright@facebook.com

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

- D. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- E. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, members who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Links to Other Websites and Content

The Site contains (or you may be sent through the Site or the Services) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

Share Service

Company offers a feature whereby Users of the Site can share with others or post to their own member profile, videos, articles and other Third Party Content from, and/or links to, Third Party Sites through the Service (the "Share Service"). You acknowledge and agree that your use of the Share Services and all links, User Content or Third Party Content shared through the Share Service is subject to, and will fully comply with the User conduct rules set forth above and the other terms and conditions set forth in these Terms of Use.

Use of Share Links by Online Content Providers

Subject to the terms and conditions of these Terms of Use, Third Party Sites that meet the requirements set forth below may place a Share Link (as described below), in the form approved by Company, on pages of their web sites to facilitate use of the Share Service. A Third Party Site that posts a Share Link on its web site is referred to herein as an "Online Content Provider" and shall abide and be subject to the applicable sections of these Terms of Use. A "Share Link" is a button and/or a text link appearing on an Online Content Provider's web page that, upon being clicked by a User, enables us to launch a sharing mechanism through which Users can share with others or post to their own member profile, links and content from that page.

In the event that the Share Link is a button that contains any icons or other graphic images, trademarks or other proprietary materials of Company, Online Content Provider is granted permission to use such images, trademarks or other materials solely for the purpose of placing the Share Link on Online Content Provider's site and solely in the current form provided by the Company. In the event that the Share Link is a text link, it must include the word "Facebook" as part of the link. The rights granted in this paragraph may be revoked by Company at any time with or without cause in its sole discretion, and upon such termination, Online Content Provider agree to immediately remove

all Share Links from its site.

In order for an Online Content Provider to include a Share Link on its pages, the Third Party Site must not contain any web content that if shared or posted by a User would be a violation of the User conduct rules set forth above. Without limiting the foregoing, Online Content Provider agrees not to post a Share Link on any web site that contains, and represents and warrants that such web site does not and will not contain, any content that is infringing, harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, lewd, fraudulent, or invasive of privacy or publicity rights or that may expose Company or its Users to any harm or liability of any type. Upon including of a Share Link, Online Content Provider agrees to defend, indemnify and hold Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with such Share Link, any links, content or other items or materials which may be shared or posted through such Share Link, or any breach or alleged breach of the foregoing representations and warranties.

By including a Share Link, Online Content Provider automatically grants, and represents and warrants that it has the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use the Share Service in order to link to, use, copy, publish, stream, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), summarize, and distribute the content, links and other materials of any kind residing on any web pages on which Online Content Provider places the Share Link.

User Disputes

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Privacy

We care about the privacy of our Users. Click [here](#) to view the Site's Privacy Policy. By using the Site or the Service, you are consenting to have your personal data transferred to and processed in the United States.

Disclaimers

The Company is not responsible or liable in any manner for any User Content or Third Party Content posted on the Site or in connection with the Service, whether posted or caused by Users of the Site or by any of the equipment or programming associated with or utilized in the Site or the Service. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Content. The Company is not responsible for the conduct, whether online or offline, of any User of the Site or Service.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Content posted on or through the Site or the Service or transmitted to Users, or any interactions between Users of the Site, whether online or offline.

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Company reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

Limitation on Liability

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CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Governing Law; Venue and Jurisdiction

By visiting or using the Site and/or the Service, you agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of California.

Arbitration

YOU AND COMPANY AGREE THAT THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE SITE TERMS, THE SITE AND/OR THE SERVICE (INCLUDING YOUR VISIT TO OR USE OF THE SITE AND/OR THE SERVICE) SHALL BE FINAL AND BINDING ARBITRATION, except that, to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, such other party may seek injunctive or other appropriate relief.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, the Company will be responsible for paying all arbitration fees and

arbitrator compensation in excess of what is deemed reasonable. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than three (3) year after the cause of action arose.

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Content you post or share on or through the Site (including without limitation through the Share Service), your use of the Service or the Site, your conduct in connection with the Service or the Site or with other Users of the Service or the Site, or any violation of this Agreement or of any law or the rights of any third party.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Company are non-confidential and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Other

These Terms of Use constitute the entire agreement between you and Company regarding the use of the Site and/or the Service, superseding any prior agreements between you and Company relating to your use of the Site or the Service. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

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Date of Last Revision: June 7, 2008.

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PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

Eligibility

Membership in the Service is void where prohibited. This Site is intended solely for users who are thirteen (13) years of age or older, and users of the Site under 18 who are currently in high school or college. Any registration by, use of or access to the Site by anyone under 13, or by anyone who is under 18 and not in high school or college, is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service or the Site, you represent and warrant that you are 13 or older and in high school or college, or else that you are 18 or older, and that you agree to and to abide by all of the terms and conditions of this Agreement.

Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as

may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

Proprietary Rights in Site Content; Limited License

All content on the Site and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Company, its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site, you are granted a limited license to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Such license is subject to these Terms of Use and does not permit use of any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

Trademarks

32665, FACEBOOK, THE FACEBOOK, FACEBOOKHIGH, FBOOK, POKE, THE WALL and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Company in the U.S. and/or other countries. Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

User Conduct

You understand that except for advertising programs offered by us on the Site (e.g., Facebook Flyers, Facebook Marketplace), the Service and the Site are available for your personal, non-commercial use only. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition, you agree not to use the Service or the Site to:

- harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Service or the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- upload, post, transmit, share, store or otherwise make available any videos other than those of a personal nature that: (i) are of you or your friends, (ii) are taken by you or your friends, or (iii) are original art or animation created by you or your friends;
- register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- intimidate or harass another;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Service or the Site.
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its users to any harm or liability of any type.

Without limiting any of the foregoing, you also agree to abide by our [Facebook Code of Conduct](#) that provides further information regarding the authorized conduct of users on Facebook.

User Content Posted on the Site

You are solely responsible for the photos, profiles (including your name, image, and likeness), messages, notes, text, information, music, video, advertisements, listings, and other content that you upload, publish or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other users (collectively the "User Content"). You may not post, transmit, or share User Content on the Site or Service that you did not create or that you do not have permission to post. You understand and agree that the Company may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content in its sole discretion, for any reason or no reason, including User Content that in the sole judgment of the Company violates this Agreement or the [Facebook Code of Conduct](#), or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are solely responsible at your sole cost and expense for creating backup copies and replacing any User Content you post or store on the Site or provide to the Company.

When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the

license granted above will automatically expire, however you acknowledge that the Company may retain archived copies of your User Content. Facebook does not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

Facebook Mobile Services

The Service includes certain services that are available via your mobile phone, including (i) the ability to upload content to Facebook via your mobile phone (Mobile Uploads), (ii) the ability to receive and reply to Facebook messages, to poke and receive pokes and to write wall posts using text messaging (Mobile Texts), (iii) the ability to browse Facebook from your mobile phone (Mobile Web), and (iv) the ability to access certain Facebook features through a mobile application you have downloaded and installed on your mobile phone (Mobile Client) (collectively the "Mobile Services"). We do not charge for these Mobile Services. However, your carrier's normal messaging, data and other rates and fees will still apply. You should check with your carrier to find out what plans are available and how much they cost. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you should check with your carrier to find out if the Mobile Services are available for your mobile devices, and what restrictions, if any, may be applicable to your use of such Mobile Services. By using the Mobile Services, you agree that we may communicate with you regarding Facebook and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Facebook account information to ensure that your messages are not sent to the person that acquires your old number.

Copyright Complaints

We respect the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting on the Facebook website or service any materials that violate another party's intellectual property rights. When we receive proper Notification of Alleged Copyright Infringement as described in our [Facebook Copyright Policy](#), we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers as described herein in accordance with the Digital Millennium Copyright Act. If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent. Please see our [Facebook Copyright Policy](#) for more information on how to report infringement of your copyright.

Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, members who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third Party Websites and Content

The Site contains (or you may be sent through the Site or the Service) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the site.

Share Service

Company offers a feature whereby users of the Site can share with others or post to their own member profile, videos, articles and other Third Party Applications, Software or Content from, and/or links to, Third Party Sites through the Service (the "Share Service"). You acknowledge and agree that your use of the Share Services and all links, User Content or Third Party Applications, Software or Content shared through the Share Service is subject to, and will fully comply with the user conduct rules set forth above and the other terms and conditions set forth in these Terms of Use.

Use of Share Links by Online Content Providers

Subject to the terms and conditions of these Terms of Use, Third Party Sites that meet the requirements set forth below may place a Share Link (as described below), in the form approved by Company, on pages of their web sites to facilitate use of the Share Service. A Third Party Site that posts a Share Link on its web site is referred to herein as an "Online Content Provider" and shall abide and be subject to the applicable sections of these Terms of Use. A "Share Link" is a

button and/or a text link appearing on an Online Content Provider's web page that, upon being clicked by a user, enables us to launch a sharing mechanism through which users can share with others or post to their own member profile, links and content from that page.

In the event that the Share Link is a button that contains any icons or other graphic images, trademarks or other proprietary materials of the Company, Online Content Provider is granted permission to use such images, trademarks or other materials solely for the purpose of placing the Share Link on Online Content Provider's site and solely in the current form provided by the Company. In the event that the Share Link is a text link, it must include the word "Facebook" as part of the link. The rights granted in this paragraph may be revoked by Company at any time with or without cause in its sole discretion, and upon such termination, Online Content Provider agrees to immediately remove all Share Links from its site.

In order for an Online Content Provider to include a Share Link on its pages, the Third Party Site must not contain any web content that if shared or posted by a user would be a violation of the user conduct rules set forth above. Without limiting the foregoing, Online Content Provider agrees not to post a Share Link on any web site that contains, and represents and warrants that such web site does not and will not contain, any content that is infringing, harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, lewd, fraudulent, or invasive of privacy or publicity rights or that may expose Company or its users to any harm or liability of any type. Upon including of a Share Link, Online Content Provider agrees to defend, indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with such Share Link, any links, content or other items or materials which may be shared or posted through such Share Link, or any breach or alleged breach of the foregoing representations and warranties.

By including a Share Link, Online Content Provider automatically grants, and represents and warrants that it has the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use the Share Service in order to link to, use, copy, publish, stream, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), summarize, and distribute the content, links and other materials of any kind residing on any web pages on which Online Content Provider places the Share Link.

Facebook Marketplace

All listings posted on or through the Facebook Marketplace service and all transactions conducted in connection therewith are subject to and governed by the [Facebook Marketplace Guidelines](#) (the "Guidelines") as well as these Terms of Use. When you use Facebook Marketplace in any manner you are agreeing to abide by and be subject to the Guidelines and the other applicable rules set forth in these Terms of Use. The Guidelines are subject to change without prior notice at any time, in the Company's sole discretion, so you should review the Guidelines each time you use Facebook Marketplace.

Parties to a transaction are solely responsible for all interactions with each other, for arranging for payment and the exchange of the goods or services purchased if applicable, and for the results and performance of any transaction or relationship entered into through Facebook Marketplace. You acknowledge that Facebook is not responsible or liable for any action or inaction of any party to a transaction, for any failure to perform, to pay any amounts due, or to deliver any merchandise or services as promised, or for any other aspect of the transaction. Any fees or payments collected by Facebook applicable to Facebook Marketplace are set forth on the Site, and all terms and conditions applicable to such fees are set forth in the [Facebook Terms of Sale](#). However, please note that the Terms of Sale do not apply to your purchases of products or services from third parties through Facebook Marketplace, as those transactions are strictly between you and the other party to the transaction. ALL USE OF FACEBOOK MARKETPLACE IS PROVIDED "AS IS" AND AT YOUR OWN RISK.

Facebook Platform Applications

The Facebook Platform is a set of APIs and services provided by Facebook that enable third-party developers ("Platform Developers") to create websites and applications that retrieve data made available by Facebook and its users and/or that retrieve authorized data from third-party sites for use on the Facebook Site ("Platform Applications")

Platform Developers may use the Facebook Platform and create Platform Applications only in accordance with the terms and conditions set forth in an agreement entered into between Facebook and the Platform Developer ("Developer Terms"). Our standard Developer Terms consist of the [Facebook Developer Terms of Service](#) and the related [Facebook Platform Application Guidelines](#). We may from time to time enter into separate agreements with certain third party Platform Developers that contain different or additional terms, provided however, that each such separate agreement will require the third party Platform Developer to only display your information in accordance with your [Facebook privacy settings](#). The standard Developer Terms are subject to change without prior notice at any time, in the Company's sole discretion, so you should review these documents from time to time. ALL USE OF THE FACEBOOK PLATFORM IS PROVIDED "AS IS" AND AT YOUR OWN RISK.

Users who install Platform Applications must agree to the terms and conditions set forth in the [Platform Application Terms of Use](#) ("Application User Terms") and in these Terms of Use. The Application User Terms are subject to change without prior notice at any time, in the Company's sole discretion, so you should review these terms each time you install an application and from time to time. Platform Developers may require you to agree to their own terms of service, privacy policies and/or other policies as a condition of using Platform Applications. Platform Applications have not been approved, endorsed, or reviewed in any manner by Facebook, and we are not responsible for your use of or inability to use any Platform Applications, including the content, accuracy, or reliability of such Application and the privacy practices or other policies of Developers. YOU USE SUCH PLATFORM APPLICATIONS AT YOUR OWN RISK.

If you, your friends or members of your network use any Platform Applications, such Platform Applications may access and

share certain information about you with others in accordance with your privacy settings as further described in our [Privacy Policy](#). Platform Developers are required to agree to restrictions on access, storage and use of such information. However, while we have undertaken contractual and technical steps to restrict possible misuse of such information by such Platform Developers, we do not screen or approve Developers, and we cannot and do not guarantee that all Platform Developers will abide by such restrictions and agreements. Certain actions you take through the Platform Applications may be displayed to your friends in your profile, mini-feed and news feed, and you may opt-out of displaying your Platform Application actions on the Privacy Settings page. Please report any suspected misuse of information through the Facebook Platform as described in our [Privacy Policy](#).

You may set your preferences for your news feed and mini-feed [here](#).

Facebook Pages

Facebook Pages are special profiles used solely for commercial, political, or charitable purposes. You may not set up a Facebook Page on behalf of another individual or entity unless you are authorized to do so. This includes fan Facebook Pages, as well as Facebook Pages to support or criticize another individual or entity.

FACEBOOK DOES NOT PRE-SCREEN OR APPROVE FACEBOOK PAGES, AND CANNOT GUARANTEE THAT A FACEBOOK PAGE WAS ACTUALLY CREATED AND IS BEING OPERATED BY THE INDIVIDUAL OR ENTITY THAT IS THE SUBJECT OF A FACEBOOK PAGE. NOR IS FACEBOOK RESPONSIBLE FOR THE CONTENT OF ANY FACEBOOK PAGE, OR ANY TRANSACTIONS ENTERED INTO OR OTHER ACTIONS TAKEN ON OR IN CONNECTION WITH ANY FACEBOOK PAGE, INCLUDING HOW THE OWNER OF THE FACEBOOK PAGE COLLECTS, HANDLES, USES AND / OR SHARES ANY PERSONAL INFORMATION IT MAY COLLECT FROM USERS (PLEASE REVIEW THE [FACEBOOK PRIVACY POLICY](#) IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING THE USE OR SHARING OF YOUR PERSONAL INFORMATION). YOU SHOULD BE CAREFUL BEFORE PROVIDING ANY PERSONAL INFORMATION TO OR ENTERING INTO ANY TRANSACTION IN CONNECTION WITH A FACEBOOK PAGE.

In addition to these Terms of Use, Facebook Pages are subject to and governed by certain [Additional Terms Applicable to Facebook Pages](#). The Additional Terms Applicable to Facebook Pages control in the event of any conflict between them and the Terms of Use.

Terms of Sale

Please refer to our [Terms of Sale](#) for the terms, conditions and policies applicable to your purchase of products or services from Company. By ordering products or services from Company through the Site, you agree to be bound by and accept the

Terms of Sale. The Terms of Sale are subject to change without prior notice at any time, in Company's sole discretion so you should review the Terms of Sale each time you make a purchase.

User Disputes

You are solely responsible for your interactions with other Facebook users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

Privacy

We care about the privacy of our users. Click [here](#) to view the Facebook's Privacy Policy. By using the Site or the Service, you are consenting to have your personal data transferred to and processed in the United States.

Disclaimers

The Company is not responsible or liable in any manner for any User Content or Third Party Applications, Software or Content posted on the Site or in connection with the Service, whether posted or caused by users of the Site, by Facebook, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Applications, Software or Content. The Company is not responsible for the conduct, whether online or offline, of any user of the Site or Service.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including any Mobile Client software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Applications, Software or Content posted on or through the Site or the Service or transmitted to Users, or any interactions between users of the Site, whether online or offline.

THE SITE, THE SERVICE (INCLUDING THE MOBILE SERVICES, THE SHARE SERVICE AND THE MARKETPLACE SERVICE), ANY PLATFORM APPLICATIONS AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICE AND/OR ANY PLATFORM APPLICATIONS. COMPANY DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITE, THE SERVICE OR ANY PLATFORM APPLICATIONS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE ITS SERVERS, OR ANY PLATFORM APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH SOFTWARE, CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE (INCLUDING ANY MOBILE CLIENT) FROM OR THROUGH THE SERVICE AND ANY PLATFORM APPLICATIONS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

The Company reserves the right to change any and all content, software and other items used or contained in the Site and any Services and Platform Applications offered through the Site at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

Limitation on Liability

IN NO EVENT WILL COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY PLATFORM APPLICATIONS OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE SERVICE DURING THE TERM OF MEMBERSHIP, BUT IN NO CASE WILL THE COMPANY'S LIABILITY TO YOU EXCEED \$1000. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Termination

The Company may terminate your membership, delete your profile and any content or information that you have posted on the Site or through any Platform Application and/or prohibit you from using or accessing the Service or the Site or any Platform Application (or any portion, aspect or feature of the Service or the Site or any Platform Application) for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you are under 13, or under 18 and not in high school or college. When we are notified that a user has died, we will generally, but are not obligated to, keep the user's account active under a special memorialized status for a period of time determined by us to allow other users to post and view comments.

Governing Law; Venue and Jurisdiction

By visiting or using the Site and/or the Service, you agree that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of California, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of California.

Arbitration

YOU AND COMPANY AGREE THAT, EXCEPT AS MAY OTHERWISE BE PROVIDED IN REGARD TO SPECIFIC SERVICES ON THE SITE IN ANY SPECIFIC TERMS APPLICABLE TO THOSE SERVICES, THE SOLE AND EXCLUSIVE FORUM AND REMEDY FOR ANY AND ALL DISPUTES AND CLAIMS RELATING IN ANY WAY TO OR ARISING OUT OF THESE TERMS OF USE, THE SITE AND/OR THE SERVICE (INCLUDING YOUR VISIT TO OR USE OF THE SITE AND/OR THE SERVICE) SHALL BE FINAL AND BINDING ARBITRATION, except that: (a) to the extent that either of us has in any manner infringed upon or violated or threatened to infringe upon or violate the other party's patent, copyright, trademark or trade secret rights, or you have otherwise violated any of the user conduct rules set forth above or in the Code of Conduct then the parties acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought; and (b) no disputes or claims relating to any transactions you enter into with a third party through the Facebook Marketplace may be arbitrated.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, the Company will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, NO ARBITRATION OR CLAIM UNDER THESE TERMS OF USE SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SERVICE, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In no event shall any claim, action or proceeding by you related in any way to the Site and/or the Service (including your visit to or use of the Site and/or the Service) be instituted more than three (3) years after the cause of action arose.

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Applications, Software or Content you post or share on or through the Site (including through the Share Service), your use of the Service or the Site, your conduct in connection with the Service or the Site or with other users of the Service or the Site, or any violation of this Agreement or of any law or the rights of any third party.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Company are non-confidential and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Definitions and Constructions

Unless otherwise specified, the terms "includes", "including", "e.g.", "for example", and other similar terms are deemed to include the term "without limitation" immediately thereafter. Terms used in these Terms with the initial letter(s) capitalized will have the meaning attributed to them in these Terms.

Other

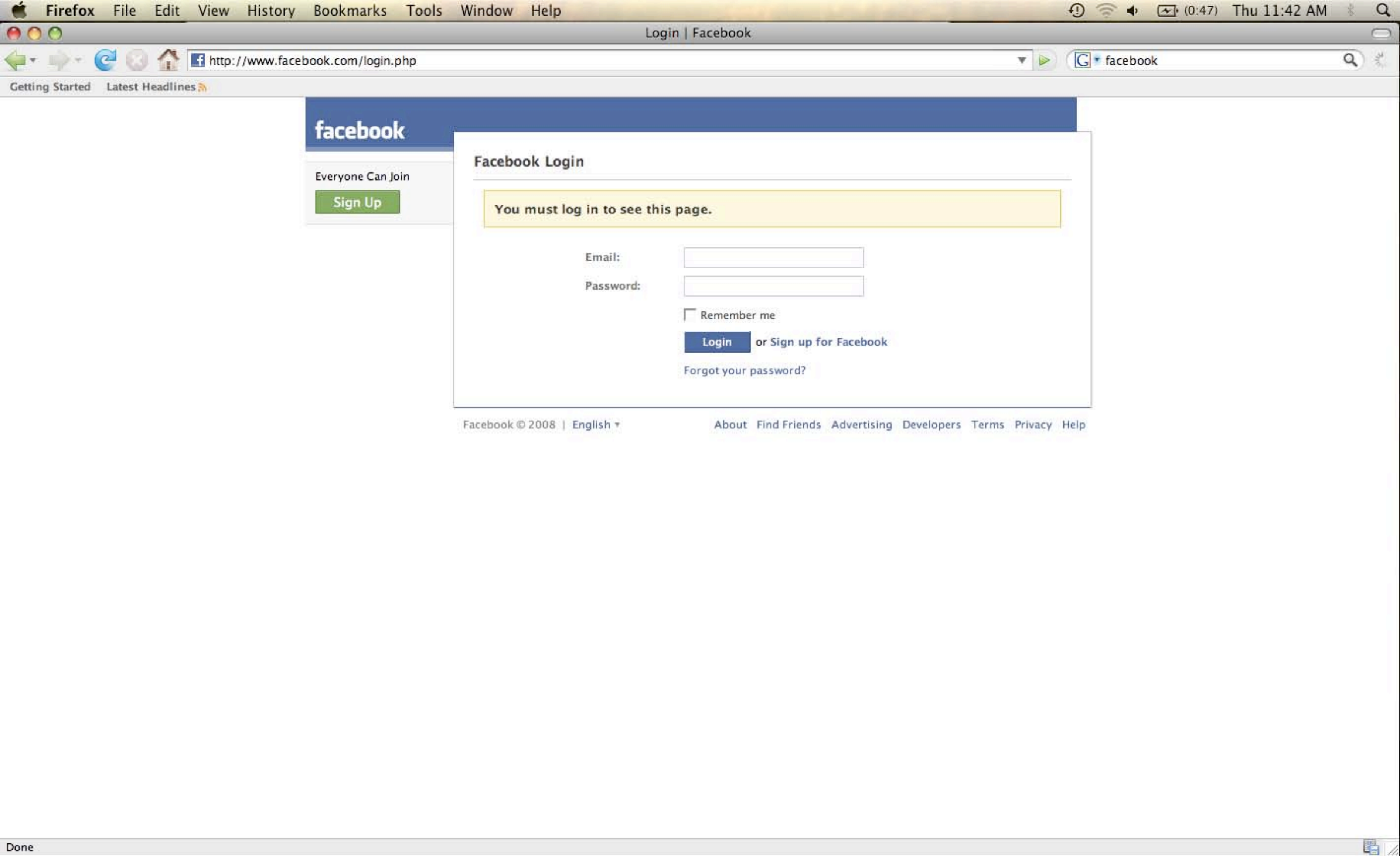
These Terms of Use constitute the entire agreement between you and Company regarding the use of the Site and/or the Service, superseding any prior agreements between you and Company relating to your use of the Site or the Service. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of these Terms of Use shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Questions

Please visit our [Help](#) page or these links for more information.

- [Facebook Copyright Policy](#)
- [Facebook Terms of Sale](#)
- [Facebook Marketplace Guidelines](#)
- [Facebook Platform Application Guidelines](#)
- [Platform Application Terms of Use](#)
- [Facebook Developer Terms of Service](#)

EXHIBIT 3



Facebook Login

You must log in to see this page.

Email:

Password:

☐ Remember me

[Login](#) or [Sign up for Facebook](#)

[Forgot your password?](#)

EXHIBIT 4



Buscar gente

- Inicio
- Mi página [modificar](#)
- Mis amigos
- Mis fotos
- Mis grupos
- Servicio de mensajes
- Mi cuenta
- Esfera privada

Nos preparamos para lo tan esperado!!!
"Adivinas??" Tú voz tendrá aún + Ecoooo!!

ESTUDIELENCO

[búsqueda](#) [invitar](#) [páginas amigas](#) [ayuda](#) [megáfono](#) [salir](#)

Página de Julio Avalos (¡Éste eres tú!)

CSUEB California



- [Modificar mi página](#)
- [Modificar mi foto](#)
- [Configuración de esfera privada](#)

Julio está ahora ...

Mantén tus amigos al corriente.

[\[editar \]](#)

amigos (misma universidad)

Julio no tiene amigos en la CSUEB California

Conexión

¡Éste eres tú!

Información

Cuenta

nombre: Julio Avalos
Miembro desde: 11.07.2008
Última actualización: 17.07.2008

Datos básicos [\[modificar \]](#)

Universidad: CSUEB California
Sexo: masculino
Cumpleaños: 05.04.1981

Contacto [\[modificar \]](#)

Personal [\[modificar \]](#)

Trabajo [\[modificar \]](#)

Asignaturas [\[modificar \]](#)

ninguna

Grupos [\[modificar \]](#)

ninguna

Tablón

[Escribir algo](#)

No hay mensajes

EXHIBIT 5

facebook

Search

Applications

Photos

Video

Groups


Events

Marketplace

more

Profile edit Friends Inbox

home account privacy logout



Chop Smith
What are you doing right now?

Networks: San Francisco, CA

Sex: Male

Birthday: January 1, 1981

Hometown: San Francisco, CA

Political Views: Democratic Party

Religious Views: Atheist

Mini-Feed

Displaying 2 stories

Today

Chop changed his profile picture. 11:35am Comment

July 15

Chop edited Hometown and Religious Views in his profile. 6:12pm Comment

Information

Fill out your Profile

Contact Info

Email: chopradio@gmail.com

The Wall

No wall posts

The Wall is a place where friends can write messages to you that others can see.

Learn more about the Wall

Edit My Profile

Friends


0 friends

Finding your real-world friends is the best way to get the most out of Facebook.

Search for friends

Use the Friend Finder

The Ring of Your Dreams



The early bird gets the ring! Find the perfect wedding band at a Robbins Bros. near you.

More Ads | Advertise

EXHIBIT 6

[búsqueda](#) [invitar](#) [páginas amigas](#) [ayuda](#) [megáfono](#) [salir](#)

Protección de datos

[Buscar gente](#)[Inicio](#)[Mi página](#)[modificar](#)[Mis amigos](#)[Mis fotos](#)[Mis grupos](#)[Servicio de mensajes](#)[Mi cuenta](#)[Esfera privada](#)

Nos preparamos para lo tan esperado!!!

"Adivinas??" Tú voz tendrá aún + Ecooo!!

¡Nos importa la protección de tus datos!

Estudielenco se basa en la confianza que nuestros miembros tienen en la plataforma. Por eso la protección de tus datos personales es uno de nuestros principios mas importantes. Te aseguramos:

- Si decides registrarte en estudiLN.net, se solicitarán los datos necesarios para la consecución de los fines de este sitio web.
- Tus datos personales no serán accesibles para terceros para fines publicitarios o de marketing.
- Tú mismo decides que usuarios de estudiLN pueden ver tus datos. Usuarios registrados pueden configurarlo en el menú bajo *Esfera privada*.
- Nadie que no sea usuario puede ver ningún dato personal
- Al recoger, procesar y utilizar tus datos personales nos basamos en las leyes de protección de datos alemanas y de la UE.

Encontrarás más detalles en nuestro [[aviso legal](#)]. En cualquier caso, estudiLN se reserva el derecho de, en cualquier momento y sin necesidad de previo aviso, modificar o eliminar el contenido, estructura, diseño, servicios y condiciones de acceso y/o uso de este sitio, siempre que lo estime oportuno. estudiLN te informará sobre todas estas modificaciones de la política de seguridad a través de un e-mail al correo indicado en tu inscripción.

[Condiciones Generales de Uso](#) [Banner](#) [Información legal](#) [Protección de datos](#)

EXHIBIT 7

Email:

Password:

☐ Remember me[Forgot Password?](#)

Everyone Can Join

[Sign Up](#)

This policy is effective as of December 6, 2007.

Facebook Principles

We built Facebook to make it easy to share information with your friends and people around you. We understand you may not want everyone in the world to have the information you share on Facebook; that is why we give you control of your information. Our default privacy settings limit the information displayed in your profile to your networks and other reasonable community limitations that we tell you about.

Facebook follows two core principles:

1. You should have control over your personal information.

Facebook helps you share information with your friends and people around you. You choose what information you put in your profile, including contact and personal information, pictures, interests and groups you join. And you control the users with whom you share that information through the privacy settings on the [Privacy](#) page.

2. You should have access to the information others want to share.

There is an increasing amount of information available out there, and you may want to know what relates to you, your friends, and people around you. We want to help you easily get that information.

Sharing information should be easy. And we want to provide you with the privacy tools necessary to control how and with whom you share that information. If you have questions or ideas, please send them to privacy@facebook.com.

Safe Use of Facebook

For information for users and parents about staying safe on Facebook, [click here](#).

Facebook's Privacy Policy



Facebook's Privacy Policy is designed to help you understand how we collect and use the personal information you decide to share, and help you make informed decisions when using Facebook, located at www.facebook.com and its directly associated domains (collectively, "Facebook" or "Website")

By using or accessing Facebook, you are accepting the practices described in this Privacy Policy.

Facebook is a licensee of the TRUSTe Privacy Program. TRUSTe is an independent, non-profit organization whose mission is to build user's trust and confidence in the Internet by promoting the use of fair information practices. This privacy statement covers the site www.facebook.com and its directly associated domains. Because this Web site wants to demonstrate its commitment to your privacy, it has agreed to disclose its information practices and have its privacy practices reviewed for compliance by TRUSTe.

If you have questions or concerns regarding this statement, you should first contact our privacy staff at privacy@facebook.com.

If you do not receive acknowledgement of your inquiry or your inquiry has not been satisfactorily addressed, you should contact TRUSTe Watchdog at http://www.truste.org/consumers/watchdog_complaint.php. TRUSTe will then serve as a liaison with us to resolve your concerns.

EU Safe Harbor Participation

We participate in the EU Safe Harbor Privacy Framework as set forth by the United States Department of Commerce. As part of our participation in the safe harbor, we have agreed to TRUSTe dispute resolution for disputes relating to our compliance with the Safe Harbor Privacy Framework. If you have any complaints regarding our compliance with the Safe Harbor you should first contact us at info@facebook.com. If contacting us does not resolve your complaint, you may raise your complaint with TRUSTe at http://www.truste.org/users/users_watchdog_intro.html.

The Information We Collect

When you visit Facebook you provide us with two types of information: personal information you knowingly choose to disclose that is collected by us and Web Site use information collected by us as you interact with our Web Site.

When you register with Facebook, you provide us with certain personal information, such as your name, your email address, your telephone number, your address, your gender, schools attended and any other personal or preference information that you provide to us.

When you enter Facebook, we collect your browser type and IP address. This information is gathered for all Facebook visitors. In addition, we store certain information from your browser using "cookies." A cookie is a piece of data stored on the user's computer tied to information about the user. We use session ID cookies to confirm that users are logged in. These cookies terminate once the user closes the browser. By default, we use a persistent cookie that stores your login ID (but not your password) to make it easier for you to login when you come back to Facebook. You can remove or block this cookie using the settings in your browser if you want to disable this convenience feature.

When you use Facebook, you may set up your personal profile, form relationships, send messages, perform searches and queries, form groups, set up events, add applications, and transmit information through various channels. We collect this information so that we can provide you the service and offer personalized features. In most cases, we retain it so that, for instance, you can return to view prior messages you have sent or easily see your friend list. When you update information, we usually keep a backup copy of the prior version for a reasonable period of time to enable reversion to the prior version of that information.

You post User Content (as defined in the Facebook [Terms of Use](#)) on the Site at your own risk. Although we allow you to set privacy options that limit access to your pages, please be aware that no security measures are perfect or impenetrable. We cannot control the actions of other Users with whom you may choose to share your pages and information. Therefore, we cannot and do not guarantee that User Content you post on the Site will not be viewed by unauthorized persons. We are not responsible for circumvention of any privacy settings or security measures contained on the Site. You understand and acknowledge that, even after removal, copies of User Content may remain viewable in cached and archived pages or if other Users have copied or stored your User Content.

Any improper collection or misuse of information provided on Facebook is a violation of the Facebook Terms of Service and should be reported to privacy@facebook.com.

If you choose to use our invitation service to tell a friend about our site, we will ask you for information needed to send the invitation, such as your friend's email address. We will automatically send your friend a one-time email or instant message inviting him or her to visit the site. Facebook stores this information to send this one-time invitation, to register a friend connection if your invitation is accepted, and to track the success of our referral program. Your friend may contact us at info@facebook.com to request that we remove this information from our database.

Facebook may also collect information about you from other sources, such as newspapers, blogs, instant messaging services, and other users of the Facebook service through the operation of the service (e.g., photo tags) in order to provide you with more useful information and a more personalized experience.

By using Facebook, you are consenting to have your personal data transferred to and processed in the United States.

Children Under Age 13

Facebook does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register. If you are under 13, please do not attempt to register for Facebook or send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 may provide any personal information to or on Facebook. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at info@facebook.com.

Children Between the Ages of 13 and 18

We recommend that minors over the age of 13 ask their parents for permission before sending any information about themselves to anyone over the Internet.

Use of Information Obtained by Facebook

When you register with Facebook, you create your own profile and privacy settings. Your profile information, as well as your name, email and photo, are displayed to people in the networks specified in your privacy settings to enable you to connect with people on Facebook. We may occasionally use your name and email address to send you notifications regarding new services offered by Facebook that we think you may find valuable.

Profile information is used by Facebook primarily to be presented back to and edited by you when you access the service and to be presented to others permitted to view that information by your privacy settings. In some cases where your privacy settings permit it (e.g., posting to your wall), other Facebook users may be able to supplement your profile.

Profile information you submit to Facebook will be available to users of Facebook who belong to at least one of the networks you allow to access the information through your privacy settings (e.g., school, geography, friends of friends). Your name, network names, and profile picture thumbnail will be available in search results across the Facebook network and those limited pieces of information may be made available to third party search engines. This is primarily so your friends can find you and send a friend request. People who see your name in searches, however, will not be able to access your profile information unless they have a relationship to you (friend, friend of friend, member of your networks, etc.) that allows such access based on your privacy settings.

Facebook may send you service-related announcements from time to time through the general operation of the service. For instance, if a friend sends you a new message or poke, or someone posts on your wall, you may receive an email alerting you to that fact.

Generally, you may opt out of such emails from the [Notifications](#) page, though Facebook reserves the right to send you notices about your account even if you opt out of all voluntary email notifications.

Facebook may use information in your profile without identifying you as an individual to third parties. We do this for purposes such as aggregating how many people in a network like a band or movie and personalizing advertisements and promotions so that we can provide you Facebook. We believe this benefits you. You can know more about the world around you and, where there are advertisements, they're more likely to be interesting to you. For example, if you put a favorite movie in your profile, we might serve you an advertisement highlighting a screening of a similar one in your town. But we don't tell the movie company who you are.

We may use information about you that we collect from other sources, including but not limited to newspapers and Internet sources such as blogs, instant messaging services, Facebook Platform developers and other users of Facebook, to supplement your profile. Where such information is used, we generally allow you to specify in your privacy settings that you do not want this to be done or to take other actions that limit the connection of this information to your profile (e.g., removing photo tag links).

Sharing Your Information with Third Parties

Facebook is about sharing information with others — friends and people in your networks — while providing you with privacy settings that restrict other users from accessing your information. We allow you to choose the information you provide to friends and networks through Facebook. Our network architecture and your privacy settings allow you to make informed choices about who has access to your information. We do not provide contact information to third party marketers without your permission. We share your information with third parties only in limited circumstances where we believe such sharing is 1) reasonably necessary to offer the service, 2) legally required or, 3) permitted by you. For example:

- Your News Feed and Mini-Feed may aggregate the information you provide and make it available to your friends and network members according to your privacy settings. You may set your preferences for your News Feed and Mini-Feed on your [Privacy](#) page.
- Unlike most sites on the Web, Facebook limits access to site information by third party search engine "crawlers" (e.g. Google, Yahoo, MSN, Ask). Facebook takes action to block access by these engines to personal information beyond your name, profile picture, and limited aggregated data about your profile (e.g. number of wall postings).
- We may provide information to service providers to help us bring you the services we offer. Specifically, we may use third parties to facilitate our business, such as to host the service at a co-location facility for servers, to send out email updates about Facebook, to remove repetitive information from our user lists, to process payments for products or services, to offer an online job application process, or to provide search results or links (including sponsored links). In connection with these offerings and business operations, our service providers may have access to your personal information for use for a limited time in connection with these business activities. Where we utilize third parties for the processing of any personal information, we implement reasonable contractual and technical protections limiting the use of that information to the Facebook-specified purposes.
- If you, your friends, or members of your network use any third-party applications developed using the Facebook Platform ("Platform Applications"), those Platform Applications may access and share certain information about you with

others in accordance with your privacy settings. You may opt-out of any sharing of certain or all information through Platform Applications on the [Privacy Settings](#) page. In addition, third party developers who have created and operate Platform Applications ("Platform Developers"), may also have access to your personal information (excluding your contact information) if you permit Platform Applications to access your data. Before allowing any Platform Developer to make any Platform Application available to you, Facebook requires the Platform Developer to enter into an agreement which, among other things, requires them to respect your privacy settings and strictly limits their collection, use, and storage of your information. However, while we have undertaken contractual and technical steps to restrict possible misuse of such information by such Platform Developers, we of course cannot and do not guarantee that all Platform Developers will abide by such agreements. Please note that Facebook does not screen or approve Platform Developers and cannot control how such Platform Developers use any personal information that they may obtain in connection with Platform Applications. In addition, Platform Developers may require you to sign up to their own terms of service, privacy policies or other policies, which may give them additional rights or impose additional obligations on you, so please make sure to review these terms and policies carefully before using any Platform Application. You can report any suspected misuse of information through the Facebook Platform and we will investigate any such claim and take appropriate action against the Platform Developer up to and including terminating their participation in the Facebook Platform and/or other formal legal action.

- We occasionally provide demonstration accounts that allow non-users a glimpse into the Facebook world. Such accounts have only limited capabilities (e.g., messaging is disabled) and passwords are changed regularly to limit possible misuse.
- We may be required to disclose user information pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. We do not reveal information until we have a good faith belief that an information request by law enforcement or private litigants meets applicable legal standards. Additionally, we may share account or other information when we believe it is necessary to comply with law, to protect our interests or property, to prevent fraud or other illegal activity perpetrated through the Facebook service or using the Facebook name, or to prevent imminent bodily harm. This may include sharing information with other companies, lawyers, agents or government agencies.
- We let you choose to share information with marketers or electronic commerce providers through sponsored groups or other on-site offers.
- We may offer stores or provide services jointly with other companies on Facebook. You can tell when another company is involved in any store or service provided on Facebook, and we may share customer information with that company in connection with your use of that store or service.
- Facebook Beacon is a means of sharing actions you have taken on third party sites, such as when you make a purchase or post a review, with your friends on Facebook. In order to provide you as a Facebook user with clear disclosure of the activity information being collected on third party sites and potentially shared with your friends on Facebook, we collect certain information from that site and present it to you after you have completed an action on that site. You have the choice to have Facebook discard that information, or to share it with your friends.

To learn more about the operation of the service, we encourage you to [read the tutorial here](#). To opt out of the service altogether, [click here](#).

Like many other websites that interact with third party sites, we may receive some information even if you are logged out from Facebook, or that pertains to non-Facebook users, from those sites in conjunction with the technical operation of the system. In cases where Facebook receives information on users that are not logged in, or on non-Facebook users, we do not attempt to associate it with individual Facebook accounts and will discard it.

- If the ownership of all or substantially all of the Facebook business, or individual business units owned by Facebook, Inc., were to change, your user information may be transferred to the new owner so the service can continue operations. In any such transfer of information, your user information would remain subject to the promises made in any pre-existing Privacy Policy.

When you use Facebook, certain information you post or share with third parties (e.g., a friend or someone in your network), such as personal information, comments, messages, photos, videos, Marketplace listings or other information, may be shared with other users in accordance with the privacy settings you select. All such sharing of information is done at your own risk. Please keep in mind that if you disclose personal information in your profile or when posting comments, messages, photos, videos, Marketplace listings or other items, this information may become publicly available.

Links

Facebook may contain links to other websites. We are of course not responsible for the privacy practices of other web sites. We encourage our users to be aware when they leave our site to read the privacy statements of each and every web site that collects personally identifiable information. This Privacy Policy applies solely to information collected by Facebook.

Third Party Advertising

Advertisements that appear on Facebook are sometimes delivered (or "served") directly to users by third party advertisers. They automatically receive your IP address when this happens. These third party advertisers may also download cookies to your computer, or use other technologies such as JavaScript and "web beacons" (also known as "1x1 gifs") to measure the effectiveness of their ads and to personalize advertising content. Doing this allows the advertising network to recognize your computer each time they send you an advertisement in order to measure the effectiveness of their ads and to personalize advertising content. In this way, they may compile information about where individuals using your computer or browser saw their advertisements and determine which advertisements are clicked. Facebook does not have access to or control of the cookies that may be placed by the third party advertisers. Third party advertisers have no access to your contact information stored on Facebook unless you choose to share it with them.

This privacy policy covers the use of cookies by Facebook and does not cover the use of cookies or other tracking technologies by any of its advertisers.

Changing or Removing Information

Access and control over most personal information on Facebook is readily available through the profile editing tools. Facebook users may modify or delete any of their profile information at any time by logging into their account. Information will be updated immediately. Individuals who wish to deactivate their Facebook account may do so on the [My Account](#) page. Removed information may persist in backup copies for a reasonable period of time but will not be generally available to members of Facebook.

Where you make use of the communication features of the service to share information with other individuals on Facebook, however, (e.g., sending a personal message to another Facebook user) you generally cannot remove such communications.

Security

Facebook takes appropriate precautions to protect our users' information. Your account information is located on a secured server behind a firewall. When you enter sensitive information (such as credit card number or your password), we encrypt that information using secure socket layer technology (SSL). (To learn more about SSL, go to http://en.wikipedia.org/wiki/Secure_Sockets_Layer). Because email and instant messaging are not recognized as secure communications, we request that you not send private information to us by email or instant messaging services. If you have any questions about the security of Facebook Web Site, please contact us at privacy@facebook.com

Terms of Use, Notices and Revisions

Your use of Facebook, and any disputes arising from it, is subject to this Privacy Policy as well as our Terms of Use and all of its dispute resolution provisions including arbitration, limitation on damages and choice of law. We reserve the right to change our Privacy Policy and our Terms of Use at any time. Non-material changes and clarifications will take effect immediately, and material changes will take effect within 30 days of their posting on this site. If we make changes, we will post them and will indicate at the top of this page the policy's new effective date. If we make material changes to this policy, we will notify you here, by email, or through notice on our home page. We encourage you to refer to this policy on an ongoing basis so that you understand our current privacy policy. Unless stated otherwise, our current privacy policy applies to all information that we have about you and your account.

Contacting the Web Site

If you have any questions about this privacy policy, please contact us at privacy@facebook.com. You may also contact us by mail at 156 University Avenue, Palo Alto, CA 94301.

EXHIBIT 8

EXHIBIT 9

Search

julio

Applications edit

- Photos
- Video
- Groups
- Events
- Marketplace
- more

julio Search Profile Search | Friend Finder

All Results People Pages Groups Events Applications

Show results from All Networks

Displaying 1 - 10 out of over 500 results for: julio 1 2 3 Next

 Page: **Julio Cortazar**
Type: Writer
Size: 5,532 fans
[View Page](#)
[Become a Fan](#)

 Name: **Julio Dominguez**
Network: San Francisco, CA
[Add as Friend](#)
[Send a Message](#)
[View Friends](#)

 Name: **Julio Lopez JR.**
Network: San Francisco, CA
[Add as Friend](#)
[Send a Message](#)
[View Friends](#)

 Name: **Julio C. Esp.**
Network: San Francisco, CA
[Add as Friend](#)
[Send a Message](#)
[View Friends](#)

 Name: **Julio Reyes**
Network: San Francisco, CA
[Add as Friend](#)
[Send a Message](#)
[View Friends](#)

Generate \$5000 Cash/Week



No hype. No Selling. No Explaining. Just huge cash for registering!

[More Ads](#) | [Advertise](#)

EXHIBIT 10

EXHIBIT 11

EXHIBIT 12

Notice: Undefined index: i in /usr/www/users/fakebook/inc1.php on line 1209

Notice: Undefined index: s in /usr/www/users/fakebook/inc1.php on line 1210

Notice: Undefined index: invitation in /usr/www/users/fakebook/inc1.php on line 1265

Notice: Undefined index: studivzinvi in /usr/www/users/fakebook/inc1.php on line 1231

Notice: Undefined index: studivzinvs in /usr/www/users/fakebook/inc1.php on line 1232



E-mail:

Passwort:

Einloggen

Noch kein Account?

Immatrikulieren

 **STUDIVERZEICHNIS**

[einloggen](#) [immatrikulieren](#) [hilfe](#)

Notice: Undefined index: logout in /usr/www/users/fakebook/index.php on line 26

Notice: Undefined index: invitation in /usr/www/users/fakebook/index.php on line 27

Bist Du schon drin?

Notice: Undefined index: logout in /usr/www/users/fakebook/index.php on line 32

Notice: Undefined index: notsignedin in /usr/www/users/fakebook/index.php on line 41

Notice: Undefined index: invitation in /usr/www/users/fakebook/index.php on line 64

Jetzt kostenlos anmelden!

- Finde andere Studenten an Deiner Hochschule!
- Finde alte Freunde wieder!
- Finde heraus, wer wen, über wen kennt!
- Finde Partner für Sport, Lernen und Freizeit!
- Finde heraus, was für Leute in Deinen Lehrveranstaltungen sitzen!



EXHIBIT 13

○ TechCrunch Network

- [CrunchBase](#)
- [CrunchBoard](#)
- [CrunchGear](#)
- [CrunchNotes](#)
- [Elevator Pitches](#)
- [Gillmor Gang](#)
- [InviteShare](#)
- [MobileCrunch](#)
- [TalkCrunch](#)
- [TechCrunch](#)
- [TechCrunch50](#)
- [TechCrunchIT](#)
- [TechCrunch France](#)
- [TechCrunch Japan](#)
- [TechCrunch UK](#)

•

Search



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914K readers

•

BY FEEDBURNER

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[Next post »](#)

January 3, 2007

[German Facebook Clone Sells for €100 million](#)

Michael Arrington

[42 comments »](#)



German [Facebook](#) clone [Studivz](#) has been sold to one of its investors, Georg von Holtzbrinck GmbH, a German publishing group, for €100 million (about \$132 million). Other investors of Studivz include the Samwer brothers, founders of ringtone company Jamba (sold for €270M) and Alando (sold to eBay for €43M in 1999).

The story broke on German news site [Spiegel](#) . See [here](#) for a beautifully useless translation of the article.

We've gotten confirmation on the transaction, but not specifically on the price, from a contact within Holtzbrinck. More from [GigaOm](#) and [CenterNetworks](#) .

- [Sphere It](#)



-

Trackbacks/Pings ([Trackback URL](#))

- [TechCrunch Japanese アーカイブ » Facebookのドイツ版クローン、1億ユーロで売却](#)
[January 3rd, 2007 at 3:30 pm](#)
- [Facebook super clone in Germany sells for €100 Million at district 12](#)
[January 3rd, 2007 at 3:50 pm](#)
- [Studivz...did someone say bubble?](#)
[January 3rd, 2007 at 7:32 pm](#)
- [Web 2.0 » Blog Archive » Studentix - polski facebook?](#)
[January 10th, 2007 at 7:55 am](#)
- [Web 2.0 in Germany: Copy/Paste Innovation or more?](#)
[May 14th, 2007 at 5:31 pm](#)
- [Former CEO of Yahoo! China Launching An Asian Facebook Competitor/Replica Called Yiqi](#)
[March 18th, 2008 at 8:28 pm](#)
- [An Englishman snob | Nicki Brøchner](#)
[April 20th, 2008 at 1:31 pm](#)
- [MFG.com Raises \\$26 Million From Fidelity Ventures, Goes After Alibaba](#)
[May 16th, 2008 at 7:14 pm](#)

Comments 



[Allen Stern](#) - [January 3rd, 2007 at 2:14 pm PST](#)

Thanks for the link Mike... just to make it an even better price.. here is the conversion to Japanese Yen:
15,712,909,113

EXHIBIT 14

January 2007

Facebook Clone Is Bought

January 3, 2007

Update: [Andreas Dittes has left](#) a comment and points out that according to Financial Times (German Edition) the deal is valued at 85 million Euros, and not 100 million Euros as reported earlier. The package is pegged at 50 million in direct payout, and more depending on some metrics. Holtzbrinck already owned 15% of StudiVZ following a 2 million Euro investment in the company through its venture arm.

[Facebook might be holding out](#) for a billion dollar payday, but the clones are not waiting around and are busy cashing in their chips.

StudiVZ, a German clone of Facebook was sold for 100 million Euros to Holtzbrinck Verlag, a giant German publishing company, [reports](#) Spiegel Online, a well known German news outlet. The Chinese clone of Facebook was acquired back in October 2006.

StudiVZ, which claims to have a million users, had been having some serious performance problems, [and many users had expressed](#) their displeasure with the service.

The buyout is the latest piece of evidence that a Web 2.0 boom is raging in Germany. [OpenBC, aka Xing went](#) public recently. PageFlakes, a start page company [raised venture dollars](#) from [Benchmark Capital](#). ([WWD has a review of the top start pages today](#).) MySpace is going German, amidst local competition like [Lokalisten](#).

A lot of this mania also ties into the fact that Germany is one of the [premier broadband countries](#). Broadband, as we have seen time and again, drives adoption of new and innovative services, many of them with a regional or local focus. We are seeing some of it play out in other parts of the world right now. China, France, South Korea, India and other broadband economies are building their own web-ecosystems.

EXHIBIT 15

○ TechCrunch Network

- [CrunchBase](#)
- [CrunchBoard](#)
- [CrunchGear](#)
- [CrunchNotes](#)
- [Elevator Pitches](#)
- [Gillmor Gang](#)
- [InviteShare](#)
- [MobileCrunch](#)
- [TalkCrunch](#)
- [TechCrunch](#)
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May 14, 2007

[Web 2.0 in Germany: Copy/Paste Innovation or more?](#)

Gregor Hochmuth

[85 comments »](#)



Last week we [reported on Frazr](#), one of Germany's many Twitter clones (if you're eager for more side-by-side comparisons, see [Sloggen](#), [Wamadu](#), [Faybl](#) or [1you](#), which all launched in March or April). Frazr is symptomatic for the state of Web 2.0 in Germany and to get a better understanding for the many international developments, this post starts a series of regional profiles on Web 2.0 around the world. I'll start the tour with a closer look at Germany, home to Europe's largest population of internet broadband users.

Hype vs. Hesitate

Just as this week's Pew Internet Study [stirred a debate](#) on the view of Web 2.0 in the US, Germany has seen similar arguments on the size of the phenomenon locally. For a long time, several indicators had hinted that Germany was falling behind in broadband penetration compared to other European countries like Sweden or Norway. But a recent [OECD study](#) painted a very different picture: looking at the total number of households (as opposed to per-capita penetration), Germany comes out on top in Europe with 14.1 million subscribers in December 2006 (followed by the UK at 12.9 and France at 12.7 million). So the crowds are here, but where can they go?

"Web 2.0" is a term that brilliantly translates around the world, but many of the sites that are commonly associated with it have a language barrier for international audiences (take MySpace for example: it officially [launched](#) its [German version](#) only in March of this year).

While English certainly isn't foreign to Germans, it has still slowed their adoption – and network effects, which have been a driving force, are often tied to language and reach as well. What's been the consequence in Deutschland? A mushrooming of German copycats that have localized and copied their US role models, sometimes down to the last pixel.

Copy/Paste Innovation

Whether you're looking for social bookmarking, photo sharing, video posting or a college social network, Germany's clever entrepreneurs have done the translation for you and some even fared quite well.

The best example by far is StudiVZ, whose name stands for "student directory." Launched in October 2005, it now claims to house 2.1 million users. Despite a myriad of security problems and controversies, new users kept coming in, which only speaks to the universally strong demand for such networks among students. In January of this year, Germany had its mini-YouTube moment when StudiVZ [sold for €85M \(\\$100M\)](#) to the German media conglomerate Holtzbrinck Group.

If the screenshots look familiar, you won't be surprised to hear that StudiVZ's early versions of the site were using filenames like fbook.css or poke.php. (Facebook was in talks with StudiVZ but it walked away because of scalability and security concerns about the platform. Instead, Facebook is now working on its own strategy – let the battle begin).

Another success story is [Xing](#) (formerly OpenBC), a professional network like [LinkedIn](#). In December 2006, it became the first Web 2.0 company to go public and is now



traded at the Frankfurt stock exchange. Xing's rapid growth among the German business community came rather unexpected after it launched in November 2003, especially in a country that isn't typically known for its culture of business networking. The site now boasts 2 million members and about 13% of its users pay for a monthly premium subscription of €5.95. With revenues of €10 million in 2006, Xing's performance at the stock market has been somewhat lackluster and the real test for the company will come as both Xing and LinkedIn expand beyond their original markets (LinkedIn now has 9 million registered users and \$10 million in 2006 revenues; it recently [raised \\$13 million more](#)).

Your German Web 2.0 Dictionary	
In the U.S.	In Germany
Web 2.0	Web Zwei Null
YouTube	Sevenload, MyVideo
MySpace	UndDu
Flickr	Sevenload, Photocase
del.icio.us	Mister Wong
Yelp	Qype
Facebook	StudiVZ
Digg	WebNews, Yigg
Blogger, LiveJournal	blog.de, twoday.net
Meebo	Mabber
Etsy	Dawanda
Cafepress	Spreadshirt
Slide	imageloop
Flixster	MoviePilot
Twitter	Frazr, Wamadu, Sloggen, ...

The Brighter Side: What's next

Of course there are creative and innovative startups to be found (and growing any multi-million user base is a feat in itself regardless). For some inspiration, take a look at our previous coverage of [Plazes](#) (currently a sponsor) and [SellABand](#); last week also saw the launch of [MindMeister](#) , a promising online mind mapping collaboration tool. Other notable services include [blauarbeit.de](#) , a growing reverse-auction site for jobs and services, and we have yet to wait for a successful US counterpart.

In short: Germany is buzzed right now and the biggest question for the startup scene is how the many look-alikes will develop over the next year. You'll often hear that investors are hesitant to invest in ideas that "haven't been proven in the US yet" but there are several other factors at work here: Germany is generally more risk-averse, the bureaucracy is more cumbersome, and entrepreneurial networks like Silicon Valley aren't as strongly developed.

Nonetheless, the country's business angels and media conglomerates ([Holtzbrinck Group](#) , [Burda](#) , [Axel Springer](#)) are eager to invest with rapid-fire pace at the moment but the majority of German internet users have yet to be convinced that there is a land beyond eBay, Google, Wikipedia and some online news sites.

Meanwhile, German and other European startups are in a prime position to tinker with mobile applications and I wouldn't be surprised to see more innovation in this space soon. The continent is covered with

advanced data networks and the UK has already seen the introduction of [flat-rate data plans](#) at reasonable prices. Germany's market is sure to follow and the boon of the mobile web will start in Asia and Europe sooner than in the US. You also want to watch out for innovations around IPTV as subscriptions are expected to reach 2.6 million in Germany alone by 2010.

Until then, let's see how Facebook and StudiVZ duke it out 😊

Curious fact: Google's market share for search is near 92% in Germany. And yes, it's a verb here, too.

Gregor Hochmuth is an analyst and entrepreneur in residence at Hasso Plattner Ventures. He runs [zoo-m.com](#) and his own homepage at [dotgrex.com](#).

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- 
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- [Das Deutsche Web2.0 Image by ekaabo Blog](#)
[May 14th, 2007 at 10:40 pm](#)
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- [Sriram Krishnan™ Live » Innovation vs Duplication](#)
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[May 15th, 2007 at 2:52 am](#)
- [agenturblog.de](#)
[May 15th, 2007 at 3:05 am](#)
- [Alles Web 2.0 in Deutschland? « Ich tu's für Europa](#)
[May 15th, 2007 at 4:11 am](#)
- [Dimension 2k : Blog Archive : Copy&Paste Web 2.0 in Deutschland?](#)
[May 15th, 2007 at 4:26 am](#)
- [document.write\("Markus Tressl"\);](#)
[May 15th, 2007 at 12:57 pm](#)
- [Quack IA Weblog » Blog Archive » Web 2.0 in Germany: Copy/Paste Innovation or more \(?\)](#)

EXHIBIT 16

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StudiVZ - Massive Controversy Surrounds Facebook Rip-Off

November 15, 2006 — 04:05 PM PST — by [Pete Cashmore](#) —

Last month the Chinese Facebook rip-off [Xiaonei](#) got acquired, and now the German [Facebook](#) clone [StudiVZ](#) is making headlines. Piecing together the whole story is a tough job for those who don't speak German, but it seems like the story has been brewing for some time, with server performance, PR blunders and privacy issues ranking high among the problems at the young startup. Today the stories made their way to the press, with an appearance in [Spiegel Online](#), among others. The story that's making the biggest headlines, however, seems to be a birthday party invitation sent out by founder Ehssan Dariani, which was designed to look like the Nazi's propaganda newspaper, Völkischer Beobachter. This was intended to be a joke, but many German bloggers didn't see it that way. Controversy also came from a [YouTube video](#) that allegedly shows Ehssan Dariani making sexist remarks to women on the subway.



Launched in October 2005 by students in Berlin, StudiVZ's story is an interesting one. With 1 million members from Germany, Switzerland, Austria and other German speaking countries - up from 800,000 in October - they've certainly got some traction. They've even expanded to other countries like France, Poland, Italy and Spain, and have funding from the founders of the ringtone company Jamba, which was acquired by [News Corp](#) in September. StudiVZ's original seed funding, meanwhile, came from the founders of [Spreadshirt](#) - Ehssan worked there as an intern. Further investment came from Holtzbrinck Venture Capital - the investment is rumored to be in the region of 10 or 12 million Euros, although this is strongly refuted by the site's founders.

Some of the controversy swirls around the fact that StudiVZ is a blatant Facebook clone, with an identical interface, some graphics that share their names with Facebook (some are suggesting they were copied) and error messages that include the phrase "fakebook". That said, the Facebook team have met up with StudiVZ, and they don't appear to be considering legal action - there were even unsubstantiated rumors that Facebook might buy the German site. It's more likely, however, that a portal would snap them up.

That just scratches the surface of the controversy, however, and there's a lengthy English explanation [here](#). In short, StudiVZ is the hot topic of discussion among German weblogs at the moment, seemingly bigger than the controversy that surrounded [Facebook's news feed](#) feature and their decision to [open up](#) the site to everyone.



studivZ

Das Studierendenverzeichnis

E-mail:

Passwort:

Einloggen

Noch kein Account?

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- Finde heraus, was für Leute in Deinen Lehrveranstaltungen sitzen!
- Vergiss keine Geburtstage mehr, automatische Geburtstagserinnerung!



Was bringt mir das?

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<http://mashable.com/2006/11/15/studivz-controversy-surrounds-facebook-rip-off/>

7/17/2008

EXHIBIT 17

The Science of Making Social Networks Resonate
« [UN Youth Delegates and the German Youth Council](#)
[StudiVZ and Facebook - Huge Data Leak\(s\)](#) »

StudiVZ Encyclopedia - the most complete summary (until now)

This is a summary of articles and blogs related to [StudiVZ](#).

Introduction

StudiVZ is a German-based [social-network](#) platform for university students. According to their [website](#), it was started in October 2005 by three German students: [Ehssan Dariani](#), [Michael Brehm](#), [Dennis Bemman](#) (registration is needed). 'StudiVZ' is the German abbreviation for StudiVerzeichnis. For an overview of the history and diversity of social networks see [Yasns](#) or [Wikipedia](#).

• Reach

According to the [StudiVZ blog](#), 1 million users are now using StudiVZ - compared to 60.000 in June 2006 or 800.000 in October 2006 (see [StudiVZ](#), [Robert Basic](#), [Dittes \(I\)](#), [Dittes \(II\)](#)).

They have by far surpassed their competitors such as [Unister.de](#) (see [AlexaRadar](#), [Ice-Blog](#), [Dittes \(III\)](#), see statistics on [Alexa](#) for a comparison of these two companies). With innovative ideas, such as the [StudiVZ Song award](#) they are increasingly receiving more attention from students.

StudiVZ has expanded into other countries by setting up parallel social networks in Poland ([www.studentix.pl](#)), Italy ([www.studiln.it](#)), Spain ([www.estudiln.net](#)), and France ([www.studiqq.fr](#)).

The expansion of StudiVZ has attracted quite a large amount of media attention (see [MSNBC](#), [Netzwelt](#), [fazjob](#), [WAZ](#), [Süddeutsche](#), [New York Times](#), [ITNewsByte](#), [Manager-Magazin](#), [Spiegel \(I\)](#), [Spiegel \(II\)](#), [Frankfurter Rundschau](#), [Berliner Kurier](#), [Berliner Umschau](#), [Schweizer Presstext](#)) and attention by bloggers (see [Technorati](#), [GoogleBlogSearch](#)).

StudiVZ is also discussed at Wikipedia in [German](#), [English](#) and [Italian](#).

• Financing

StudiVZ does not charge a fee to the users and has barely any advertisement. So far only the new single by German Band [Juli](#) and an subscription to the German newspaper [Die Zeit](#) was advertised.

StudiVZ has only partially [disclosed](#) its financial structure. StudiVZ formally has the status of a British Limited Organisation but is registered in Berlin.

According to their blog, the following individuals or companies have invested into StudiVZ: [Aaron Voloj Dessauer](#), [Christian Vollmann](#), [Christophe Maire](#), [Dario Suter](#), [European Founders Fund GmbH](#) ([Marc](#), [Oliver](#) und [Alexander Samwer](#) - see more details below), [Holtzbrinck Ventures GmbH](#) (see more details below), [Kolja Hebenstreit](#), [Lukasz Gadowski](#), [Matthias Spieß](#) (see more details below), [Oliver](#)

[Jung, Peter Schüpbach.](#)

The commercial investors (such as Lukasz Gadowski, the Samwer brothers and Holtzbrinck) are discussed in detail below. All other investors come from the circle of friends of the founders.

StudiVZ claims that all investors together invested about 2.5 million Euro, with 2 million Euros coming from Holtzbrinck. However, there are a large number of speculations on the Finances of StudiVZ and many bloggers doubt this figure.

- **Access**

Users sign up via Internet, they provide an email-adress and identify which university they attend. Since there is no control if these users are really attending the claimed universities, StudiVZ has no possibility to restrict the access of other non-university users (such as School Students, Former Students, Trainees and Interns).

Once students have signed up, they can upload their profile, upload pictures and “photo-tag” them (indicating which other uses can be seen on the picture), they can identify their university classes, they can join groups of common interest, they can send messages to each other, leave messages on the guest book of other users or “gruschel” other users - which is basically like saying a short “Hello” to another person.

- **Communication**

StudiVZ communicates via their [blog](#) or via Interviews. [Tilo Bonow](#) (according to his website journalist, moderator and media counselor) coordinates their press activities. “[StudiVZ-Facts](#)” with some informations are provided by company, [Press Articles](#) have not been released between June 2006 and November 2006, and only recently after enormous pressure by bloggers and media, press releases have started again. A recent [press release](#) highlights the 1 million users and the 200.000 discussion groups.

- **Staff**

As can be seen on a [video](#) released by StudiVZ, between 50 to 60 people work at StudiVZ. A large portion is working in the Marketing Department which coordinates the activities of the Campus-Captains. Campus Captains are StudiVZ users which advertise for StudiVZ by giving away T-Shirts and Stickers.

Other departments are the Support Department and the IT-Department.

StudiVZ has people working for them in the various European countries and software programmers in Ukraine.

Critique

Even though the critique is only slowly reaching main-stream media, it is clear that no community based on communication can be non-responsive to the critique of the Blog-o-sphere. Competitors such as Unister.de have become almost irrelevant after heavy criticism from bloggers (for a history see for instance [Robert Basic](#)).

The following compilation of issues intends to give a more or less precise overview of the rumours,

critique and speculations that can be found in the blog-o-sphere. Necessarily enough, contradictions exist, some claims are only partially substantiated and not all sources can be named.

- **Technical Issues**
- Copycat

StudiVZ looks remarkably like an American-based social network called [Facebook](#). The design is very similar, the order of the menu is the same, most of the style sheets have only been marginally renamed and changed from blue to red, and even the names of some of the graphic-files are copied. The feature “Gruscheln” is a copy of the Facebook feature “Poke”.

The issue is discussed in both communities (see the discussion group at [StudiVZ](#) and at [Facebook](#)). A large number of bloggers have commented negatively on this issue (see [Unfehlbar](#), [Bumi](#), [Jörg-Olaf Schäfers](#), [Blogpiloten](#), [Oliver Thylmann](#), [Sichelputzer](#), [Sebbi](#), [ManiacMind](#), [Alltagskakophonie](#), [Robert Basic \(I\)](#), [Robert Basic \(II\)](#), [Sebastian Görres](#), [Betalog](#), [Andi](#), [Poolie](#), [ComputerMag](#), [Die Wohnung](#)). Pictures of Screenshots can be found at [Flickr](#).

German newspapers have covered the issue as well (see [Der Spiegel](#), [Der Spiegel-Pictures](#)). A recent article discussing German Web 2.0 startups and their American copy-counterpart features StudiVZ quite prominently (see [VisualBlog](#)).

The following arguments are given by the blog-o-sphere for the claim that StudiVZ was simply copied from Facebook:

It is possible to change StudiVZ into the design of Facebook by using a script that can be found at [Bumi](#).

“Gruscheln” used to be called “poke” in the internal program code”

The folder in which StudiVZ showed program errors was called “Fakebook”

Data leaks recently discovered in StudiVZ and Facebook have the same structure. In both communities it is fairly simply to retrieve the uploaded pictures of users (see details below see my this recent [article](#), see [Jörg-Olaf Schäfers \(I\)](#), [Jörg-Olaf Schäfers \(II\)](#), [Don Alphonso \(I\)](#), [Don Alphonso \(II\)](#), see the response of StudiVZ [here](#))

Apparently, these similarities do not produce a legal problem. Facebook is not planning to sue StudiVZ and pictures of the StudiVZ founders together with the Facebook founders exist. All these have increase the rumour about a sale to Facebook (see for details below).

StudiVZ has reluctantly admitted that the design was partially copied. However they base their defense on three points (and are supported by some bloggers on this issue):

Firstly, the design of Facebook was not a new development, but also a modification of an earlier social-network. The German Wikipedia entry refers to a book by Rachel Andrew “[The CSS Anthology: 101 Essential - Tips, Tricks & Hacks](#)” which probably has been an inspiration for both social networks.

Secondly, the real challenge was the set-up of the data-bases (see [Comment on Medienrauschen](#) or StudiVZ developer [Dennis Bemman defending his own programming work at Reader’s Edition](#)).

Thirdly, other sites have also copied Facebook (such as unister.de, xianoei.Com or phatcouch.com) and

StudiVZ has only copied a standard business model used by social network (see [Dittes](#), [Mashable \(I\)](#), [Mashable \(II\)](#), [EveryDigg](#), [IfYouCanDreamIt](#), [Gründerszene](#)).

[StudiVZ](#) has also a direct copycat meant as a persiflage: [PennerVZ](#). “Penner” is German for “homeless person”. PennerVZ is thus a network of homeless persons and it has received attention by bloggers, but also by advertising companies (see my [article](#) and [Dittes](#), [Grebla](#), [AtomTiger](#), [Sherpa](#), [Blogdoch \(I\)](#), [Blogdoch \(II\)](#), [Sven](#), [Dennis-sagt](#), [Daburna](#), [Robert Basic](#) see the blogs by Penner VZ [here](#), [here](#), and [here](#), see the [interview](#) with PennerVZ here).

- Bad Performance

For the last months, StudiVZ is very slow and often shows error messages. It is often impossible to log in, difficult to access groups and pages do not reload even after refreshing them in the browser (see [Alltagskakophonie](#), [Jörg-Olaf Schäfers](#), [Beetlebum](#), [Dittes](#), [CustomerOfHell\(I\)](#), [CustomerOfHell\(II\)](#), [Blogdoch](#), [Schnitzler](#)).

The other websites of StudiVZ in other countries are also experiencing traffic problems (see for instance France: [VisualBlog](#) or their own blog at [StudiGQ](#)).

StudiVZ has reacted to these critique in various ways:

Firstly, they have claimed that the large number of new users was not expected. The two large problems are capacity and scaling. They are now working on implementing AJAX tools to shorten the download time for the various pages and they have switched-off various features that have caused a lot of traffic, such as the “Do you know?”-feature (which showed three unknown user profiles when signing up to StudiVZ) and the Super-Search (which allowed a random combination of search tools) (see [StudiVZ-Blog](#)

Secondly, StudiVZ is blaming their telephone company and their hardware (see their blog [here](#), [here](#), [here](#), [here](#) and [here](#)). After receiving new hardware recently they are working on the configuration

Thirdly, they [recommended](#) to use the tab function of Mozilla Firefox to load several pages at once. This is however criticized by bloggers for causing even more traffic (see [Sichelputzer](#) and [Koosishart](#)).

Many bloggers point out that there are other options available for keeping a site running - even through maintenance. They also criticise the communication regarding the maintenance (see [Sichelputzer \(I\)](#), [Sichelputzer \(II\)](#), [Dittes \(I\)](#), [Dittes \(II\)](#)).

The copy-cat [PennerVZ](#) is already making fun of StudiVZ's server problems by [claiming](#) to build some mistakes into the software to crash their servers.

- Features

StudiVZ does not allow any links to other sites, messages can not be accessed via POP3/SMTP, it is not possible to create public groups which can be seen outside of StudiVZ, it is not possible to connect your own profile to other StudiVZ clones, it is not possible to integrate blog-feeds or flicker-pictures or youtube-videos into StudiVZ.

The StudiVZ team only reluctantly responded to suggestions by user to modify StudiVZ and they pointed towards the heavy workload (see [GoetheBlog](#), [A to Z of World](#), my article on [StudiVZ and](#)

[blogs](#), the comment on [StudiVZ and Flickr](#)).

- **Financing**

How does StudiVZ pay its staff and its infrastructure? The public image of being a small independent student project is hard to believe, even though some users of StudiVZ even want to donate their own money or their universities' money to StudiVZ (see [Comment at StudiVZ](#), [Comment of Dariani at Reader's Edition](#)).

Apparently StudiVZ costs about 60.000 to 100.000 Euros per month which is probably difficult to be financed by donations (see [Don Alphonso](#)). The figure of 2.5 million Euros given by StudiVZ is therefore heavily debated in the blog-o-sphere.

- Spreadshirt

The original [seed capital](#) (about 5.000 Euros each) probably came from [Lukasz Gadowski](#) (see [Lakattack](#), see his [StudiVZ profile](#)) and [Matthias C. Spiess](#), founders and CEO's of [Spreadshirt.net](#). StudiVZ founder Ehssan Dariani worked there as an intern. Besides money, they also invested knowledge and time (see also [Süddeutsche Zeitung](#) and the blog of Lukasz Gadowski at [Gruenderszene](#)).

- Samwer

The Samwer brothers invested something around 500.000 Euros - earlier comments by bloggers pointed at a higher sum (see [comment](#) by Don Alphonso). The Samwer brothers have created (and sold) the mobile phone company "Jamba!". In the blog-o-sphere, they have a bad reputation - not only for their products but also how they treat their employees (see article in [Tagesspiegel](#), [Golem](#), [Spreeblick](#), [Sichelputzer](#)).

- Holtzbrinck

The latest investor is Holtzbrinck Venture Capital, a company that belongs to the German publishing house [Holtzbrinck](#). On their [webpage](#), Martin Weber from Holtzbrinck is mentioned as being a member of board of trustees of StudiVZ (see [Blogdoch](#)). [Holtzbrinck Venture Capital](#) is involved since August 2006 with about 2 million Euros.

According to [Peter Turi](#), Holtzbrinck has already invested 10 million Euros, according to other sources the invested capital is considerable higher (up to 12 million Euros). However this sum is strongly and repeatedly denied by the founders of [StudiVZ](#) (see article in the StudiVZ [blog](#)).

StudiVZ is using the facilities of Parship, a Holtzbrinck daughter, for their European spin-offs. In their [blog](#) they have claimed that no further relations exist to their investors. Some bloggers have claimed that this resembles much what is called [kick-backing](#) (see [Blogbar](#) and the comment by [Don Alphonso](#) for more details).

- Sale

Some bloggers also discuss whether StudiVZ is likely to be bought up by another company in the future. Concretely Facebook is mentioned as potential buyer (see [Ice Blog \(I\)](#), [Ice Blog \(II\)](#), [Rebellmarkt](#), [Customer of Hell](#)). In that case the ownership structure determines how much the investors get back.

My own personal speculation without having any confirmed sources for this: Gadowski and Spiess own each about 5 percent, the other friends of the founders each not more than one or two percents. The Samwer brothers and Holtzbrinck each about 10 to 15 percent. The remaining 50 percent probably belong to Dariani, Brehm and Bemman. If Holtzbrinck and Samwer have both invested about 2.5 million Euros and received 30 percent, the whole company must be worth at least 10 to 15 million Euros. Again, this is only speculation.

Facebook might get bought by Yahoo. Yahoo (with their Social Network Yahoo 360) or Google as a direct competitor of Yahoo (with their Social Network Orkut) are probably monitoring closely what is happening to StudiVZ.

- Reactions by StudiVZ

The accusations are found to a varying degree in a number of blogs (see [Medienrauschen](#), [Ichdoof](#) and [Jörg-Olaf Schäfers \(I\)](#) and [Jörg-Olaf Schäfers \(II\)](#), [FelixOnTour](#)).

StudiVZ reacted to these accusations by first denying, then slowly identifying the relations between StudiVZ, Samwer, Sweatshirt and Holtzbrinck (see [here](#), [here](#) and at Dariani's comment at [Reader's Edition](#)), but apparently not to the satisfaction of the blog-o-sphere. Unclear identification of ownership and corporate structure made it difficult not to speculate - even though quite a lot of facts are already known (see [Blogbar \(I\)](#), [Blogbar \(II\)](#)).

After the speculations and the public pressure to disclose the financial structure became over-whelming, StudiVZ disclosed all investors and explained their relations with them (see their [blog](#). They have however not stated how much each investors owns in the company.

- Income

All investors expect a return of their investments. How will StudiVZ generate income, if it does not charge a fee for their services?

- GoogleAds

Quite early, bloggers and media rumoured that StudiVZ will use GoogleAds or any other forms of online advertisement (see [jetzt.de](#), [Netzeitung](#), the blogs of [Azrael](#), [i-geriko](#), [Don Alphonso](#) and the comment by [StudiVZ](#) founder Michael Brehm).

Since prices on ads at social networks are increasing tremendously, such a move can generate a large sum of income, especially when linked to the profiles of users or certain discussion groups (see the article at [TechCrunch](#), [MarketWire](#) via [Basic Thinking \(I\)](#), [Basic Thinking \(II\)](#), [Sebastian Görres](#) and [Mashable](#), see also [Karmaweb](#) for a discussion of these figures).

On the lighter side: some bloggers are suggesting that StudiVz is already making money by advertising for coffee through their error messages (see [Haeby](#) and my article on [the most famous quote on StudiVZ](#)).

- Traffic-Sharing

Most investors invest money only if a start-up fits into the portfolio of their company. Some bloggers claim that StudiVZ is already cooperating with other portals to generate and share traffic - and thus

generate income through ads.

[MyVideo.de](#) is a good example: they hosted the [StudiVZ Song Competition](#) and belong officially to the ProSiebenSat1MediaGroup. However it is alleged that the above mentioned Samwer brothers are also involved in myvideo.de (see [Focus](#), [PCGo](#), [Arno Klein](#), [Azrael74 Gugelproductions](#), [TheInquirer](#), [Robert Basic](#), [Medienrauschen](#), [Blogdoch](#), [Tjacobi](#) and comment by [Jörg-Olaf Schäfers](#)).

- Licensing of Gruscheln(TM)

StudiVZ copied the idea of the poke-Feature from Facebook and translated it to Gruscheln. StudiVZ was one of the first social networks in Germany which had the feature of Gruscheln (see for a definition [Broedel](#), [ffaabbiiann](#), or [gruscheln.net](#), see also der [Gruschelwecker](#)).

[Broedel](#) discovered the Swiss meaning for [Grüscheln](#): “to seek dishonest profit, to gain from trusted money, to cheat when shuffling cards, to commit a fraud by mixing materials, to falsify goods through mixing, to falsify bills”. Apparently StudiVZ tried to register the word as a German trademark. If the idea was to demand a fee from anybody who is using “Gruscheln” without permission, then it was not a productive one. Google had similar problems with the phrase “to google someone” since a trademark is difficult to claim if a word enters common language. Since “Gruscheln” exists in various dialects as well, it is unlikely that it can be used as a trademark (see [Robert Basic](#)).

- Reactions by StudiVZ

The founders of StudiVZ have at various stages spoken about their plans to use ads. They also said that in case of a change in the ownership structure, the data security is ensured (see below), which fuels speculation about a possible ownership swap with Facebook (see their entry at the [StudiVZ blog](#))

- **Business Strategy**
- WHU Connection

StudiVZ was more successful compared to other social networks like Lokalisten.de, Unister.de etc. because their founders were well-connected within the networks of elite-universities in Germany. According to some estimates, about 90 percent of the students at ivy-league universities (WHU, EBS etc) are members of StudiVZ. At ‘normal’ universities a far smaller percentage has signed up to StudiVZ. Apparently the tipping point was when more than 150 students per university had signed up (see [Agenturblog](#) and comment [here](#))

- Censorship

Apparently some posts by StudiVZ users criticising StudiVZ have been deleted (see this [Discussion Thread](#) at StudiVZ, see [Jörg-Olaf Schäfers \(I\)](#), [Simon-Martin](#), [Tyrion](#), [Don Alphonso](#), [I-Jeriko](#), [BlognRoll](#), [h1rschgehege](#), [Blogdoch](#), [DieStimmerdeFreienWelt](#)).

The [Help-File](#) of StudiVZ used to say: “We do not accept the following groups : Groups that criticize StudiVZ, Groups we don’t like. Groups for freedom of opinion and reception.”

Frequently they have also been criticised for censorship in their [blog](#).

StudiVZ reacted by claiming that they do not have the personal capacity to watch StudiVZ discussions groups and the deletion of articles was a mistake. They have also opened their blog.

Some criticism focussed also on the issue that StudiVZ is not doing enough to monitor discussion groups with illegal or problematic content.

- Privacy

User data and its alleged missing protection by StudiVZ are one of the most discussed arguments by bloggers. How [Data mining](#) for commercial purposes (such as GoogleAds) and other mechanisms work can be found in this survey of "[Facebook and Data Mining](#)".

Some bloggers criticize that the [disclaimer](#) of StudiVZ is no guarantee that the data can not be misused in case of a sale to Facebook or any other company (see [Spiegel](#), StudiVZ Press Speaker in [jetzt.de](#) and the blogs by [Helga Städtler](#), [Jörg-Olaf Schäfers](#) or the comments by [Dr. Dean](#) or [Stefanolix\(I\)](#), [StefanOlix\(II\)](#), see also the [Federal Data Protection Law](#)).

StudiVZ founder Ehssan Dariani commented the privacy issue at [Reader's Edition](#) claiming that the users can decide about how much private data other users can see. However the issue that bloggers focus most on is that not the data other users can see, but the data that company can see use. According to StudiVZ founder Michael Brehm, not more than 10 people within StudiVZ have access to user data. According to their [blog](#), they continue to guarantee the security of their user-data and have even identified a manager for data security.

However new accusations focus on the issue of images in StudiVZ. Apparently it is possible to retrieve the URL of all images in StudiVZ - even those marked as private by their users. Once the URLs are known, they can also be accessed by people who have not signed up. StudiVZ has reacted to these accusations by pointing to the difficulties in accessing the URLs, but the blog-o-sphere reacted to this defense by showing that it is fairly easy to conclude the URL of unknown pictures from existing URLs.

- Expansion and unfair behavior towards competitors

As mentioned above, StudiVZ has already expanded into four other countries. Despite the fact that StudiVZ does not plan to expand into Austria or the UK (since Austrian and Swiss Students are using StudiVZ as well, and British Students are using Facebook), StudiVZ has registered the domains for their competitors in UK and Austria (such as [Unister.at](#) or [studylounge.co.uk](#)). Many bloggers see the usage of competitor's domains as illegal and bad company behavior - even though it is apparently widespread (see [unfehlbar.net](#), [Robert Basic](#), [Jörg-Olaf Schäfers](#), [Sichelputzer](#), [Blogdoch](#), [Dittes](#)).

StudiVZ founder Michael Brehms apologized at [Jörg-Olaf Schäfers blog](#) and at [Robert Basics's blog](#), which drew new comments from bloggers (see [Notizblog](#) and this [comment](#)).

Some bloggers have also mentioned the fact that StudiVZ and its clones are incompatible and with studiVZ a group lobbying for the same cause can be found (see [StudiVZ-Group](#))

- **Communication**
- Bad Corporate Communication

Even though StudiVZ has its own [blog](#), they have only recently started to systematically organize public support for their website. Their communication is often criticized for being insufficient and their reactions to critique is inappropriate (see for instance this [blog-entry](#) of StudiVZ, see [bdvb](#), [Netzeitung](#), [Frankfurter Rundschau](#), [Spiegel Online](#), [Medienhandbuch \(I\)](#), [Medienhandbuch \(II\)](#) see also the company video featured at [SevenLoad](#), [Robert Basic](#) , Darianis old [blog](#), or the comments by

[Sichelputzer](#), [Robert Basic \(I\)](#), [Robert Basic \(II\)](#), [Robert Basic \(III\)](#), [Sherpa](#), [Visual Blog](#), [Blognroll](#), [BlogDoch](#), [Fallenbeck](#), [Agenturblog](#), [NYBlog](#), [Txtblog](#), [CuriousCreatures](#), [TuriBlog](#), [Customer of Hell](#), [Timo Kotowski](#), [Pop64](#), [Sichelputzer](#) .

StudiVZ has tried to defend their bad communication policy due to their workload, but at the same time they claim that some criticism is unproductive and will not be displayed on their blog (see [here](#) and [here](#)). The communication has improved a little bit during the last couple of days, with more structured blog entries. However they have also deleted their link to their blog on their starting page.

- Fake-Blogging

StudiVZ staff has appeared with their own names on other people's blogs, but recently cases of fake-blogging have come up (see [Don Alphonso \(I\)](#) and [DonAlphonso \(II\)](#)).

- Wikipedia editing

Recently allegations of Wikipedia editing have surfaced - apparently a former StudiVZ staff member [Julian Artope](#) has [deleted entries](#) that in his opinion did not represent the truth about StudiVZ (see [Don Alphonso \(I\)](#), [Don Alphonso \(II\)](#), [Notizblog](#), [I-Jeriko](#)).

The StudiVZ founders have claimed that they did not order the editings or were aware of Julian's activities.

- Spam

The French StudiVZ spin-off is using spam-advertising (see [Blogbar](#)). Spam and profile grabbers have now also appeared on the German StudiVZ site (see [Kurpick \(I\)](#), [Kurpick \(II\)](#)).

- False information

Some bloggers discussed if the number of student members in StudiVZ is real - apparently up to 10 percent of the StudiVZ entries are fake-entries (see [Reader's Edition](#), see also the fake profile by former Blogger and now Waz editor [Katharina Borchert](#) via [Abseits](#), see the 10 fake profiles used by [Sichelputzer](#)).

After contacting the above mentioned "Fake profile" it became apparent that the profile belongs to a real person. However other fake identities probably exist.

- (Declining) Online Star 2006

Because of the above criticism and the bad performance, the [decision](#) (see also [StudiVZBlog](#)) to award StudiVZ the online star 2006 is under heavy critique (see [Chaos](#) or [Blogdoch](#)).

- Criticism towards Ehssan Dariani

Within StudiVZ [resistance](#) (see also this [group](#)) towards the personal connection between StudiVZ and its founder Ehssan Dariani is rising and people start to revolt against the spread of his private life on StudiVZ and its blogs (see also the following comment in the [StudiVZ blog](#)).

This is no surprise - since the founder of StudiVZ was mostly used for displaying the company - but has

recently made some big mistakes for which he is under special heavy critique (see [Peter Turi](#)).

Ehssan Dariani has apologized for his various mistakes (see below and at the StudiVZ blgo [here](#) and [here](#), which immediately stirred a whole load of reactions and also led to the search for his private pictures on the Internet (see [VisualBlog](#), [BlogNRoll](#), [Jörg-Olaf Schäfers](#), [Blogdoch \(I\)](#), [Blogdoch \(II\)](#)).

- Sexism in StudiVZ

Bloggers (such as [BooCompany](#)) or newspapers (such as [heise.de](#)) point to a (now partially withdrawn) [You-Tube Video](#) (still available Peter Turis [weblog](#)) which features Ehsaan Dariani filming two girls in the subway of Berlin and criticize the sexism allegedly shown in the video.

Some bloggers criticize the publishing of the videos (see also [Youtube](#)) since critique should focus on the company's behavior (see [Robert Basic](#), [Blogdoch](#), [Goetheblog](#), [Björnstar](#), [Meckerziege](#)).

- Anti-Semitism in StudiVZ

Bloggers discovered that the domain [www.voelkischer-beobachter.de](#) and [www.voelkischerbeobachter.de](#) are registered under [Darianis name](#). The historical details can be found at [Wikipedia](#), in essence the name refers to a German Nazi Newspaper which was one of the main propaganda tools for Hitler and others to spread their disastrous ideas.

The domain now links to [Titanic-Magazin](#) - a left-wing satirical newspaper who apparently has not discovered the abuse of its homepage. The domain [www.voelkischerbeobachter.de](#), also owned by Dariani, links to a German satirical movie about Hitler.

Furthermore, some bloggers have a copy of an invitation that he sent out for his birthday party in spring 2006. The invitation is designed like the Völkischer Botschafter - but was taken from the internet only two days later. Screenshots can be found on various blogs.

Recently more screenshots appeared which give the impression that Dariani tried to sell the URLs - or at least he offered them to sell (maybe without the intention to do so).

See [Robert Basic \(I\)](#), [Robert Basic \(II\)](#), [Peter Turi](#), [Don Alphonso](#), [Blogbar](#), [Der Sichelputzer](#), [Dittes](#), [Jörg-Olaf Schäfers \(I\)](#), [Jörg-Olaf Schäfers \(II\)](#), [Goetheblog](#), [Zeineku](#), [VisualBlog](#), [Fukkle Bim Jerry](#), [Timo Kotowski](#), [Rebellmarkt](#) see also newspaper [Handelsblatt](#), [Die Welt](#)).

Ehssan Dariani has responded to these allegations by referring to his and his company's intercultural background (see [StudiVZBlog](#)). Yet instead of apologizing, he accused the bloggers of a false sense of political correctness which of course drew immediate criticism (see [Ditte](#), [Robert Basic](#), [Jörg-Olaf Schäfers](#), [Die Stimme der Freien Welt](#)).

Ehssan Dariani [replied](#) to the accusations by apologizing for the mistakes

- Private editing

The makers of StudiVZ are trying to cleanup their private history in the web (see also [Don Alphonso](#), [Notizblog](#) and [Blogdoch](#)).

- Conclusion

The above criticism leads to the question how long StudiVZ can survive. The list of problems is long and many other problems have maybe not yet surfaced. Some bloggers have already suggested a StudiVZ-Watchblog (see [Andi](#)).

The fact that many bloggers who are not speaking German are discussing StudiVZ shows the increased interest of the topic worldwide - even though some English bloggers are still trying to guess what StudiVZ means (see [Readster](#), [David Warwick](#)).

Also the media is stepping on the train and are starting to research the blog-history of StudiVZ. I hope my link collection gives a good starting point for a good research. If you use the material, please make sure to contact both StudiVZ and bloggers in the scene to identify points that are not mentioned here. If the research is too lousy, the blog-o-sphere might respond appropriately (see [Dittes](#), [Robert Basic](#), [Abseits](#)).

More importantly, the list of users who are signing off from StudiVZ is getting longer (see [Schnitzler](#), [Haseler](#), [Pottblog](#), [Pop64](#), [LasseRheinGans](#), [Blog2](#), [Kurpick](#), [CWagner](#), [KaiTimmer](#) or [HappyArts](#)). Maybe because users are not free from [stalking](#) in StudiVZ (see [Sichelputzer](#)), but probably more because quite a few bloggers think that StudiVZ will be history soon or has large problems to say the least (see [VisualBlog](#), [Provinzblog](#), [NYBlog](#), [Pop64](#), [Jörg-Olaf Schäfers](#), [Don Alphonso](#), [Suedblog](#), [Timo Kotowski](#)).

This is a pity, since quite a few users are happy to use StudiVZ for their private and business purposes (for instance [Gerhard Schoolmann](#) describes in his blog in various articles - [here](#), [here](#) and recently [here](#) - how he and his staff are using StudiVZ for advertising his bar, or see [Helga Städtler](#) describing the opportunities for Universities). The idea still has a potential - but it depends on the next moves of StudiVZ.

I have compiled a lists of things that in my eyes are needed - and put them online [here](#).

A large number of German and International blogs have linked to my previous summary (see for instance [Chaos@Paderborn](#), [Schnitzler](#), [Blogdoch](#), [David Warlick](#), [Customer of Hell](#), [Robert Basic](#), [Jörg-Olaf Schäfers](#), [MyMediaMirror](#), [Fimperm](#), [Gastronomie Blog](#), [Visual Blog](#), [Michael Gross](#), [Don Alphonso](#), [Dave's Blog](#), [Florian Treiss](#), [PlanSphere](#), [SpreeBlick](#)), even some newspapers ([Frankfurter Rundschau](#)).

Thanks for all the comments and suggestions, they were extremely helpful to write this updated summary. The summary is far from complete, but it is better than the old one and I would be happy if you could update your link to this new page.

I have written various [articles](#) on StudiVZ on the following topics: [StudiVZ and TakingITGlobal.org](#), [Facebook](#), [Unister and StudiVZ](#), [100 blonde friends on StudiVZ](#), [StudiVZ and PennerVZ](#), [StudiVZ - the glamour is fading](#) (Previous Summary), [The most famous quote on StudiVZ](#), [Revised Summary of StudiVZ - The Case of a Watchblog](#), [A million data sets and ways to break up with StudiVZ](#), [StudiVZ and StudiGQ - French-German hostilities](#), [Is StudiVZ/StudiGQ expanding into the USA](#), [A Message from Planet StudiVZ](#)

This entry was posted on Montag, November 20th, 2006 at 06:20 and is filed under [echologist](#). Tags: [data security](#), [google](#), [social networks](#), [spam](#), [studivz](#), [web 2.0](#), [wikipedia](#), [xing](#). You can follow any responses to this entry through the [RSS 2.0](#) feed. You can [leave a response](#), or [trackback](#) from your own site.

Related Posts:

EXHIBIT 18



« [Warnblinker](#)
Gegenzeichnungspflicht für Realakte? »

[StudiVZ - Ein Plagiat als Möchtegern-YouTube?](#)

Es klang zunächst wie eine Erfolgsstory aus dem Bilderbuch des e-commerce: Zwei Studenten aus Berlin, die mit einer genialen Idee und unter kühnem Eigenaufwand das Web 2.0 für die deutsche Unikultur geschaffen haben.

Schnell indes wurde jedoch klar, dass die "Idee" so neu doch eigentlich gar nicht war. Vielmehr noch wiesen bald die ersten Blogger darauf hin, dass das [StudiVZ](#) nicht nur eine verblüffende optische Ähnlichkeit zu dem in den USA [beliebten](#) Angebot "[facebook.com](#)" aufweist, sondern auch inhaltlich ein nahezu 100%iges Plagiat dieser Seite ist.



Bedenkt man, dass das [StudiVZ](#) die Grund-Idee einschließlich aller Funktionen eins zu eins von facelook.com übernommen hat, der CSS-Quelltext für die Seitendarstellung in einzelnen Teilen eine exakte Kopie darstellt und sogar komplette Grafikdateien dieselben wie im amerikanischen Original sind, wirkt die folgende Passage aus den "[Rechtlichen Hinweisen](#)" des [Studi-VZ](#) geradezu zynisch:

Alle Texte, Bilder, Grafiken sowie das gesamte Design inklusive Layout-, Schrift- und Farbgestaltung sind mit allen Rechten der studivz.net vorbehalten. Die Vervielfältigung von Informationen oder Daten, die Verwendung von Texten, Textteilen oder Bildmaterial sowie jegliche Art von Kopie oder Reproduktion bedarf der schriftlichen Zustimmung der studivz.net. Zuwiderhandlungen werden strafrechtlich verfolgt.

Zugute halten muss man den Betreibern des [StudiVZ](#) allerdings, dass sie jedenfalls auf der [Impressumsseite](#) in eigener schöpferischer Leistung eine Anpassung für den spezifisch deutschen Markt

vorgenommen haben: Nämlich die Einfügung des [überflüssigen und Inkompetenz-indizierenden berüchtigten LG-Hamburg-Dicclaimers](#).

Finanziell hinter den geschäftstüchtigen Kopierern steht - neben der Leipziger Firma [Spreadshirt](#) - kein anderer als Jamba-Gründer und Klingelton-Millionär [Oliver Samwer](#), der bereits den [YouTube-Klon "myvideo.de"](#) aus der Taufe gehoben hat.

Und dieses Engagement erklärt sich mitnichten durch Nächstenliebe oder gar ein höheres Ziel der ["Förderung der Netzkultur an europäischen Hochschulen"](#), wie es so schön im Impressum formuliert ist: Die Betreiber des [StudiVZ](#) peilen vielmehr [nach eigenen Aussagen eine Rendite von satten 25%](#) an.

Hat die Nutzeranzahl des momentan noch neutral wirkenden Verzeichnis erst einmal die kritische Masse erreicht, sollen nach und nach subtile Formen von Werbung implementiert werden. So wie Google sich einst durch den Einsatz simpler, nichtstörender Text-Werbung gegenüber seinen mit blinkenden Werbebannern übersäten Konkurrenten profilierte, [will man gezielt über "alternative Werbemethoden" im Studi-VZ nachdenken](#). Die [Unmengen persönlicher Daten](#), welche die Studi-VZ-Nutzer freigiebig zur Verfügung stellen, dürften dies ungemein erleichtern.

Neben der eigentlichen Rendite lockt freilich ein noch viel größeres Ziel - nämlich die Plattform eines Tages samt Kundenstamm und Nutzerdaten an einen Branchenriesen wie [Google](#), [Yahoo](#) oder [Microsoft](#) verkaufen zu können. [YouTube](#) hat es vorgemacht. Obwohl [Google](#) schon seit langem ein eigenes, praktisch identisches Angebot namens ["Google Video"](#) betrieben hatte, kaufte der Internetkonzern den Neuling [YouTube](#) am 9. Oktober diesen Jahres zum Preis von umgerechnet 1,3 Milliarden Euro auf.

Eins komma drei Milliarden Euro als Preis für nicht mehr als den Markennamen.

Ähnlich wie im Video-Segment hat Google auch auf dem Gebiet des ["Internet Social Networking"](#), also der virtuellen Abbildung realer zwischenmenschlicher Beziehungen, längst ein eigenes Angebot am Markt. Doch ist der Service namens [Orkut](#) allein schon im Vergleich zur US-amerikanischen Konkurrenz ein Winzling - mehr noch als einst [Google Video](#) im Vergleich zu [YouTube](#). Und bereits jetzt dürfte der Markt sowohl in den USA als auch in Deutschland unter allen Bewerbern so weit aufgeteilt sein, dass Wachstum nur noch durch Akquisitionen, also durch den Kauf von Konkurrenten, möglich ist.

Zu dem finanzspekulativen Verdrängungswettbewerb, dessen Instrument das Klungebilde [StudiVZ](#) ist, meint Projektmitbegründer und selbsternannter "Erfinder des Gruschelns" (korrekt ist: Übersetzer der [facebook-Funktion "poke"](#)) [Ehssan Dariani \("552 Freunde"\)](#) in der [Süddeutschen Zeitung](#):

Momentan fragt man uns noch nach der Konkurrenz. In ein paar Monaten wird das nicht mehr der Fall sein, dann wird es nämlich keine mehr geben.

Nachtrag:

Die Betreiber des StudiVZ reagieren offenbar empfindlich auf Darstellungen, die nicht ins gewünschte Selbstbild passen. Im [StudiVZ-Infoblog](#) heißt es heute jedenfalls, dass Leser-Kommentare sowie [Trackbacks](#) von anderen Blogs [zur Vermeidung "absurder Spekulationen" zensiert](#) werden.

Hingewiesen sei an dieser Stelle auch auf die folgenden beiden lesenswerten Artikel:

- [Buch Blog: Verletzlichkeit der Geschäftsmodelle im Web 2.0](#)
- [Basic Thinking Blog: Das Wachstumsgeheimnis von StudiVZ](#)

Nachtrag II (01.11.06):

Die [Öffentlichkeitsarbeit des StudiVZ mag man bestenfalls als unklug bezeichnen](#). Doch versuchen die Jungs, diese Schwäche im Kampf um die meisten Studenten auf anderen Ebenen auszugleichen. Konkret etwa dadurch, dass sie sich nun Domains mit den Namen von [Mitbewerbern](#) sichern. Ein Auszug aus den [WHOIS-Daten der NIC.AT](#):

domain: unister.at


personname: Dennis Bemmann
 organization: Studivz Ltd.
 street address: Voigtstr. 38
 postal code: 10247
 city: Berlin
 country: Deutschland

Das bislang nur unter moralischen Gesichtspunkten umstrittene Verhalten des StudiVZ-Managements beginnt damit nun [auch rechtlich interessant](#) zu werden.

Nachtrag III (02.11.06):

Mit der [Domain StudyLounge.co.uk](#) ist eine weitere [Konkurrenzadresse](#) von den StudiVZ-Gründern registriert worden. Mit dem Hinweis auf die von den Fehlermeldungen des StudiVZ offengelegten Verzeichnisstrukturen mit dem schamlosen offenen Namen “fakebook” ruft Blogger [Oliver Thylmann](#) Tatsachen in Erinnerung, die zeigen, dass das StudiVZ eben doch etwas mehr ist als lediglich eine “Anlehnung” an facebook (so bezeichnet es sinngemäß [Ehssan Dariani in einem nicht-anonymen Kommentar](#)).

Notice: Undefined index: l in /usr/www/users/fakebook/inc1.php on line 1209
 Notice: Undefined index: s in /usr/www/users/fakebook/inc1.php on line 1210
 Notice: Undefined index: invitation in /usr/www/users/fakebook/inc1.php on line 1255
 Notice: Undefined index: studivzini in /usr/www/users/fakebook/inc1.php on line 1231
 Notice: Undefined index: studivzins in /usr/www/users/fakebook/inc1.php on line 1232



STUDIVERZEICHNIS

einloggen immatrikulieren hilf

Notice: Undefined index: logout in /usr/www/users/fakebook/index.php on line 26

E-mail:

Passwort:

Noch kein Account?

Notice: Undefined index: invitation in /usr/www/users/fakebook/index.php on line 27

Bist Du schon drin?


Notice: Undefined index: logout in /usr/www/users/fakebook/index.php on line 32

Notice: Undefined index: notsignedin in /usr/www/users/fakebook/index.php on line 41

Notice: Undefined index: invitation in /usr/www/users/fakebook/index.php on line 64

Jetzt kostenlos anmelden!

- Finde andere Studenten an Deiner Hochschule!
- Finde alte Freunde wieder!
- Finde heraus, wer wen, über wen kennt!
- Finde Partner für Sport, Lernen und Freizeit!
- Finde heraus, was für Leute in Deinen Lehrveranstaltungen sitzen!



In Anlehnung an den [“Online Star 2006” -Award, über den sich das StudiVZ-Team kürzlich freuen durfte](#), schlägt [Basic Thinking](#) einen weiteren Preis vor: Den “Dark Star 2006” .

Nachtrag IV (06.11.06):

Ein sehr gut recherchierter, aktueller Artikel mit Weitblick zum Thema:

[StudiVZ - The glamor is fading \(or a chronic on how lack of PR can ruin a good idea\)](#)

Popularity: 100% [?]

Der Beitrag wurde am Donnerstag, den 26. Oktober 2006 um 01:27 Uhr von SuitCase veröffentlicht und wurde unter [Gesellschaft](#), [Internet](#), [Juristisches](#), [Medien](#), [Uni](#) abgelegt. Du kannst die Kommentare zu diesen Eintrag durch den [RSS 2.0](#) Feed verfolgen. Du kannst einen [Kommentar schreiben](#), oder einen [Trackback](#) auf deiner Seite einrichten.

34 Reaktionen zu “StudiVZ - Ein Plagiat als Möchtegern-YouTube?”

1. *bambi*

[Am 26. Oktober 2006 um 13:21 Uhr](#)

was wohl passiert wenn ich den text in meinem studivz-profil verlinke?

2. *on the run*

[Am 26. Oktober 2006 um 15:11 Uhr](#)

während sich alle so aufregen.....

... keimt bei mir gerade die idee ein blog nur bezogen aufs studiverzeichnis zu errichten, allerdings im kritischen sinne. genug stoff wäre ja wahrscheinlich da. eben weil auch mir die methoden so verdammt missfallen.

.....

3. *Iustinianus*

[Am 26. Oktober 2006 um 15:39 Uhr](#)

Alles zutreffend. Elende Kopierfritzen. Elende erfolgreiche Kopierfritzen.

Kurze Anmerkung: “poke” hätte ich mit anstupsen übersetzt, was bekanntlich geschützter “unister” (R)-Slogan ist. “Poke” selbst kann man im Englischen -zu Recht- auch mit “poppen” übersetzen. Witziger als das gruselige “gruscheln” hätte ich andere Varianten wie “anpuffen”, “anbumsen” oder “anvögeln” empfunden. Stellen wir uns allen die lustigen T-Shirts vor, die mit “Bums mich an!” bedruckt werden...Eine echte Befreiung der Studentenwelt (R) aus ihrer selbstverschuldeten sexuelle Spießigkeit. Denn “StudiVauZett”, in knalliger deutsch-militärischer Abkü.-Trad., ist nichts anderes als eine große “Bums mich an!”-Kontaktbörse. Wie dem auch sei, ich bin natürlich angemeldet. Man will doch dabeisein, wenn die Revolution ausbricht.

Gruß Peter

4. *Iustinianus*