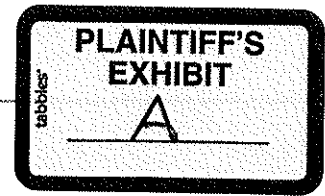


[craigslist](#) > [about](#) > [terms of use](#)



CRAIGSLIST TERMS OF USE

1. ACCEPTANCE OF TERMS

craigslist provides a collection of online resources, including classified ads, forums, and various email services, (referred to hereafter as "the Service") subject to the following Terms of Use ("TOU"). By using the Service in any way, you are agreeing to comply with the TOU. In addition, when using particular craigslist services, you agree to abide by any applicable posted guidelines for all craigslist services, which may change from time to time. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with craigslist in any way, your only recourse is to immediately discontinue use of craigslist. craigslist has the right, but is not obligated, to strictly enforce the TOU through self-help, community moderation, active investigation, litigation and prosecution.

2. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the TOU at:

<http://www.craigslist.org/about/terms.of.use.html>

3. CONTENT

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item ("Item") of Content that you post, email or otherwise make available via the Service. You understand that craigslist does not control, and is not responsible for Content made available through the Service, and that by using the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Furthermore, the craigslist site and Content available through the Service may contain links to other websites, which are completely independent of craigslist. craigslist makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Your linking to any other websites is at your own risk. You agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will craigslist be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via the Service. You acknowledge that craigslist does not pre-screen or approve Content, but that craigslist shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via the Service, for violating the letter or spirit of the TOU or for any other reason.

4. THIRD PARTY CONTENT, SITES, AND SERVICES

The craigslist site and Content available through the Service may contain

features and functionalities that may link you or provide you with access to third party content which is completely independent of craigslist, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that craigslist shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that craigslist is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release craigslist, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and / or our service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

5. NOTIFICATION OF CLAIMS OF INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify craigslist's agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at

abuse@craigslist.org

or:

Copyright Agent
craigslist
1381 9th Avenue
San Francisco, CA
94122

Please provide our Agent with the following Notice:

- a) Identify the material on the craigslist site that you claim is infringing, with enough detail so that we may locate it on the website;
- b) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- c) A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
- d) Your address, telephone number, and email address; and
- e) Your physical or electronic signature.

craigslist will remove the infringing posting(s), subject to the the procedures

outlined in the Digital Millenium Copyright Act (DMCA).

6. PRIVACY AND INFORMATION DISCLOSURE

craigslist has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address:

http://www.craigslist.org/about/privacy_policy

Your use of the craigslist website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that craigslist may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the TOU; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of craigslist, its users or the general public.

7. CONDUCT

You agree not to post, email, or otherwise make available Content:

- a) that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b) that is pornographic or depicts a human being engaged in actual sexual conduct including but not limited to (i) sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex, or (ii) bestiality, or (iii) masturbation, or (iv) sadistic or masochistic abuse, or (v) lascivious exhibition of the genitals or pubic area of any person;
- c) that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d) that violates the Fair Housing Act by stating, in any notice or ad for the sale or rental of any dwelling, a discriminatory preference based on race, color, national origin, religion, sex, familial status or handicap (or violates any state or local law prohibiting discrimination on the basis of these or other characteristics);
- e) that violates federal, state, or local equal employment opportunity laws, including but not limited to, stating in any advertisement for employment a preference or requirement based on race, color, religion, sex, national origin, age, or disability.
- f) with respect to employers that employ four or more employees, that violates the anti-discrimination provision of the Immigration and Nationality Act, including requiring U.S. citizenship or lawful permanent residency (green card status) as a condition for employment, unless otherwise required in order to comply with law, regulation, executive order, or federal, state, or local government contract.
- g) that impersonates any person or entity, including, but not limited to, a craigslist employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.);

- h) that includes personal or identifying information about another person without that person's explicit consent;
- i) that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
- j) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- k) that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
- l) that constitutes or contains any form of advertising or solicitation if: posted in areas of the craigslist sites which are not designated for such purposes; or emailed to craigslist users who have not indicated in writing that it is ok to contact them about other services, products or commercial interests.
- m) that includes links to commercial services or web sites, except as allowed in "services";
- n) that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law, including without limitation items the sale of which is prohibited or regulated by California law. A partial list of prohibited items for sale and prohibited services offered is provided at the following web address for your convenience:

<http://craigslist.org/about/prohibited.items.html>
- o) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- p) that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
- q) that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

- r) contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;
- s) "stalk" or otherwise harass anyone;
- t) collect personal data about other users for commercial or unlawful purposes;
- u) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service - unless expressly permitted by craigslist;
- v) post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- w) post the same item or service in more than one classified category or forum, or in more than one metropolitan area;
- x) attempt to gain unauthorized access to craigslist's computer systems or

engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the craigslist website; or

y) use any form of automated device or computer program that enables the submission of postings on craigslist without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals.

z) use any form of automated device or computer program ("flagging tool") that enables the use of craigslist's "flagging system" or other community moderation systems without each flag being manually entered by the person that initiates the flag (an "automated flagging device"), or use the flagging tool to remove posts of competitors, or to remove posts without a good faith belief that the post being flagged violates these TOU;

8. POSTING AGENTS

A "Posting Agent" is a third-party agent, service, or intermediary that offers to post Content to the Service on behalf of others. To moderate demands on craigslist's resources, you may not use a Posting Agent to post Content to the Service without express permission or license from craigslist. Correspondingly, Posting Agents are not permitted to post Content on behalf of others, to cause Content to be so posted, or otherwise access the Service to facilitate posting Content on behalf of others, except with express permission or license from craigslist.

9. NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements to craigslist email addresses or through craigslist computer systems, which is expressly prohibited by these Terms, will use or cause to be used servers located in California. Any unauthorized use of craigslist computer systems is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. Â§ 1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the sender and his or her agents to civil and criminal penalties.

10. PAID POSTINGS

We may charge a fee to post Content in some areas of the Service. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the TOU. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the TOU.

11. LIMITATIONS ON SERVICE

You acknowledge that craigslist may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that craigslist has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that craigslist reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that craigslist shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. ACCESS TO THE SERVICE

craigslist grants you a limited, revocable, nonexclusive license to access the Service for your own personal use. This license does not include: (a) access to the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by craigslist. A limited exception to (b) is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file. "General purpose internet search engine" does not include a website or search engine or other service that specializes in classified listings or in any subset of classified listings such as jobs, housing, for sale, services, or personals, or which is in the business of providing classified ad listing services.

craigslist permits you to display on your website, or create a hyperlink on your website to, individual postings on the Service so long as such use is for noncommercial and/or news reporting purposes only (e.g., for use in personal web blogs or personal online media). If the total number of such postings displayed or linked to on your website exceeds one hundred (100) postings, your use will be presumed to be in violation of the TOU, absent express permission granted by craigslist to do so. You may also create a hyperlink to the home page of craigslist sites so long as the link does not portray craigslist, its employees, or its affiliates in a false, misleading, derogatory, or otherwise offensive matter.

craigslist offers various parts of the Service in RSS format so that users can embed individual feeds into a personal website or blog, or view postings through third party software news aggregators. craigslist permits you to display, excerpt from, and link to the RSS feeds on your personal website or personal web blog, provided that (a) your use of the RSS feed is for personal, non-commercial purposes only, (b) each title is correctly linked back to the original post on the Service and redirects the user to the post when the user clicks on it, (c) you provide, adjacent to the RSS feed, proper attribution to 'craigslist' as the source, (d) your use or display does not suggest that craigslist promotes or endorses any third party causes, ideas, web sites, products or services, (e) you do not redistribute the RSS feed, and (f) your use does not overburden craigslist's systems. craigslist reserves all rights in the content of the RSS feeds and may terminate any RSS feed at any time.

Use of the Service beyond the scope of authorized access granted to you by craigslist immediately terminates said permission or license. In order to collect, aggregate, copy, duplicate, display or make derivative use of the the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a license from craigslist.

13. TERMINATION OF SERVICE

You agree that craigslist, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if craigslist believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that craigslist shall not be liable to you or any third-party for any termination of your access to the Service.

Further, you agree not to attempt to use the Service after said termination. Sections 2, 4, 6 and 10-16 shall survive termination of the TOU.

14. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of craigslist. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of craigslist, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. CRAIGSLIST is a registered mark in the U.S. Patent and Trademark Office.

Although craigslist does not claim ownership of content that its users post, by posting Content to any public area of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to craigslist an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Service, you automatically grant craigslist all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose.

15. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE CRAIGSLIST SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE CRAIGSLIST SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAIGSLIST DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE CRAIGSLIST SITE AND THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAIGSLIST DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE CRAIGSLIST SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE CRAIGSLIST SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, CRAIGSLIST DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE CRAIGSLIST SITE OR THE SERVICE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

16. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CRAIGSLIST BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF CRAIGSLIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE CRAIGSLIST SITE OR THE SERVICE, WHETHER THE

DAMAGES ARISE FROM USE OR MISUSE OF THE CRAIGSLIST SITE OR THE SERVICE, FROM INABILITY TO USE THE CRAIGSLIST SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE CRAIGSLIST SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE CRAIGSLIST SITE OR THE SERVICE OR ANY LINKS ON THE CRAIGSLIST SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE CRAIGSLIST SITE OR THE SERVICE OR ANY LINKS ON THE CRAIGSLIST SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

17. INDEMNITY

You agree to indemnify and hold craigslist, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another.

18. GENERAL INFORMATION

The TOU constitute the entire agreement between you and craigslist and govern your use of the Service, superceding any prior agreements between you and craigslist. The TOU and the relationship between you and craigslist shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and craigslist agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco, California. The failure of craigslist to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

19. VIOLATION OF TERMS AND LIQUIDATED DAMAGES

Please report any violations of the TOU, by flagging the posting(s) for review, or by emailing to:

abuse@craigslist.org

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for craigslist to pursue legal action to enforce these Terms, you will be liable to pay craigslist the following amounts as liquidated damages, which you accept as reasonable estimates of craigslist's damages for the specified breaches of these Terms:

a. If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about

another person without that person's explicit consent, you agree to pay craigslist one thousand dollars (\$1,000) for each such message. This provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.

b. If craigslist establishes limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay craigslist one hundred dollars (\$100) for each message posted in excess of such limits or for each day on which you access craigslist in excess of such limits, whichever is higher.

c. If you send unsolicited email advertisements to craigslist email addresses or through craigslist computer systems, you agree to pay craigslist twenty five dollars (\$25) for each such email.

d. If you post Content in violation of the TOU, other than as described above, you agree to pay craigslist one hundred dollars (\$100) for each Item of Content posted. In its sole discretion, craigslist may elect to issue a warning before assessing damages.

e. If you are a Posting Agent that uses the Service in violation of the TOU, in addition to any liquidated damages under clause (d), you agree to pay craigslist one hundred dollars (\$100) for each and every Item you post in violation of the TOU. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service (the "Principal"), and the Principal (by engaging the Posting Agent in violation of the TOU) agrees to pay craigslist an additional one hundred dollars (\$100) for each Item posted by the Posting Agent on behalf of the Principal in violation of the TOU.

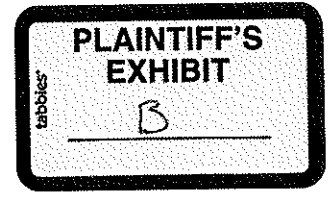
f. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without craigslist's express written permission, you agree to pay craigslist three thousand dollars (\$3,000) for each day on which you engage in such conduct.

Otherwise, you agree to pay craigslist's actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, craigslist retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

20. FEEDBACK

We welcome your questions and comments on this document in the craigslist feedback forum:

<http://forums.craigslist.org/?forumID=8>



craigslist > erotic services > warning & disclaimer

Unless all of the following points are true, please use your "back" button to exit this part of craigslist:

1. I am at least 18 years old.
2. I understand "erotic services" may include adult content.
3. I agree to flag as "prohibited" anything illegal or in violation of the craigslist terms of use. This includes, but is not limited to, offers for or the solicitation of prostitution.
4. I agree to report suspected exploitation of minors to the appropriate authorities.
5. By clicking on the links below, I release craigslist from any liability that may arise from my use of this site.

Human trafficking and exploitation of minors are not tolerated - any suspected activity will be reported to law enforcement.

erotic services >>>>> w4m m4m m4w w4w t4m m4t
mw4mw mw4w mw4m w4mw m4mw w4ww m4mm mm4m ww4w ww4m mm4w m4ww w4mm t4mw mw4t

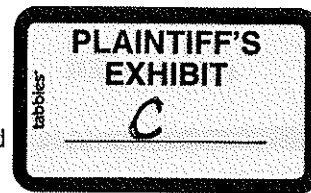
For those interested there is background information available about the "erotic services" category.

Choosing safer sex for you and your partner greatly reduces the risk of contracting STDs including HIV -- you can get answers to your safer sex questions, courtesy of staff members at the SF city clinic

craigslist has implemented the PICS content labeling system to assist parents and others who may be interested in content filtering. The PICS system is compatible with most commercially available as well as open source content control software packages.

[chicago craigslist](#) > > [create posting](#)

[logged



] [[logout](#)]

Your posting will expire from the site in 7 days.

YOU MUST OBSERVE THE FOLLOWING GUIDELINES WHEN POSTING IN EROTIC SERVICES

ADS IN VIOLATION OF THESE GUIDELINES OR OUR TERMS OF USE ARE SUBJECT TO REMOVAL WITHOUT REFUND

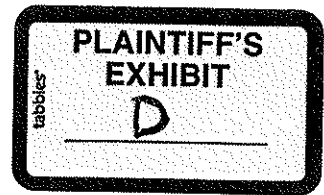
1. **"Erotic Services," like all categories on craigslist, may be used only for advertising LEGAL services.**
When using craigslist, you agree to abide by the craigslist [Terms of Use](#), which forbid posting, emailing, or otherwise making available content that is unlawful, obscene, or which advertises illegal services.
2. **Do NOT suggest or imply an exchange of sexual favors for money - ads that do so are subject to removal without refund.**
This prohibition includes use of any and all code words such as 'greek' or 'cum' or 'bbbj' or 'lollipop' or 'head nurse'.
3. **Do NOT attempt to avoid detection of forbidden language by using spelling variations or text in images - ads that do so are subject to removal without refund.**
Examples of spelling variations include 'gr33k', 'kumm', 'beejay', 'p*ssy', ", or 'lolliez'.
4. **Do NOT include obscene images with your posting - ads containing obscene images are subject to removal without refund.**
If you're not sure whether or not a particular image is obscene, do not post it.

If you are unable to follow these guidelines, do not post on craigslist.

Ads in violation of our Terms of Use or these guidelines are subject to removal without refund.

craigslist may supply information about your identity to law enforcement officers in response to legal subpoena.

I have read these guidelines and will abide by them - proceed with erotic service



JOINT STATEMENT

craigslist, the Attorneys General listed below, and the National Center for Missing and Exploited Children ("NCMEC"), announce new measures that craigslist is taking to help combat unlawful activity and improve public safety on its web site.

This agreement culminates a series of discussions and in person meetings between Jim Buckmaster, CEO of craigslist, Richard Blumenthal, Attorney General of the State of Connecticut, and NCMEC.

craigslist is a popular internet classifieds service that provides the public with many benefits. Like all communication tools, it can unfortunately be misused to facilitate unlawful activity.

craigslist has a long record of implementing measures to prevent misuse of its web site, assisting law enforcement investigations, and of improving safety for craigslist users. Law enforcement personnel have called craigslist's attention to misuse of craigslist's "erotic services" category to facilitate unlawful activity. This problem requires new safeguards for craigslist and new ways of working together with law enforcement. Further innovation and collaboration in addressing these issues will be beneficial for the safety of craigslist users and the general public. Accordingly, craigslist, the Attorneys General, and NCMEC, announce the following measures for combating unlawful activity and improving public safety on craigslist:

I. DIGITAL TAGGING, COMMUNITY FLAGGING, ELECTRONIC SCREENING

- craigslist has implemented a community self-policing program which allows users to "flag" a posting the user believes violates the terms of use, including the prohibition against pornography. The objectionable posting is eliminated automatically if it receives above a threshold number of flags.
- craigslist uses electronic screening to block certain advertisements that craigslist believes will violate its Terms of Use before they are posted.
- craigslist digitally tags adult sections of the site using industry standard PICS rating headers to facilitate the effectiveness of PC-based parental screening software.

II. TELEPHONE VERIFICATION

- craigslist has implemented a telephone verification system for the "erotic services" section of the site requiring any person seeking to post an advertisement to provide a working telephone number.
- Telephone verification enables craigslist to permanently block the phone number of any person posting unlawful or inappropriate advertisements.

III. CREDIT CARD VERIFICATION AND FEE TO POST

- craigslist plans to implement credit card verification and fee to post for its "erotic services" category. Persons wishing to post ads in this category will be required to pay a fee using a valid credit card.
- Credit card verification and fee to post will reduce ad volume significantly, and encourage more responsible usage.

- Credit Card verification provides additional identifying information that will enable craigslist to block the accounts of persons who violate craigslist's terms of use.
- credit card information would be available to law enforcement agencies through a subpoena process.
- craigslist plans to contribute 100% of the net revenues from these advertisements to charity. A public accounting firm will verify the net revenue amounts.

IV. LEGAL ACTION AGAINST SPAM OPERATORS

- Misuse of craigslist is facilitated by companies providing spamming, posting, and/or flagging services. These businesses seek financial profit by providing services and/or software that circumvent craigslist's terms of use and defense mechanisms or facilitate circumvention by other persons.
- craigslist has initiated (or will soon initiate) lawsuits against a number of these companies that violate craigslist's terms of use (or facilitate the violation of craigslist's terms of use by others).
- craigslist will provide evidence of unlawful activity by these operators to the Attorneys General for potential prosecution.

V. COOPERATION WITH LAW ENFORCEMENT

- craigslist has developed search capabilities that enhance its ability to assist NCMEC and law enforcement agencies to locate missing persons, and identify exploited minors and victims of human trafficking.
- craigslist is continuing its development efforts in this area to further enhance its ability to assist law enforcement NCMEC and even social welfare agencies in their efforts to protect children from this type of victimization.
- craigslist will cooperate with law enforcement utilizing the subpoena process.

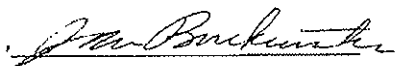
VI. HUMAN TRAFFICKING AND CHILD EXPLOITATION AWARENESS

- craigslist is visited by more than 40 million Americans each month, generating more than 12 billion monthly page views. Information presented by craigslist can help raise awareness among Americans regarding the enormous suffering caused by human trafficking and the exploitation of minors in this country.
- craigslist, the Attorneys General, and NCMEC will work together to further refine and improve educational materials that are currently available on craigslist.

VII. FUTURE EFFORTS

- craigslist and the Attorneys General will meet on a regular basis to discuss design and functionality improvements to combat unlawful activity and improve safety on its web site.

- craigslist will explore the implementation and use of technology that prevents image uploads likely to violate its terms of use.
- craigslist will work with the Attorneys General to develop more robust electronic screening of language used in craigslist postings.



Jim Buckmaster
President and Chief Executive Officer
craigslist, Inc.



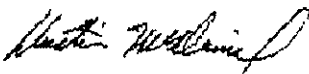
Ernie Allen
President and Chief Executive Officer
National Center for Missing and Exploited
Children



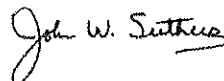
Richard Blumenthal
Attorney General of Connecticut



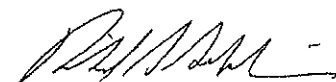
Terry Goddard
Attorney General of Arizona



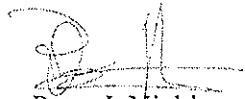
Dustin B. McDaniel
Attorney General of Arkansas



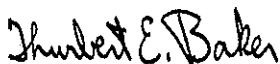
John W. Suthers
Attorney General of Colorado



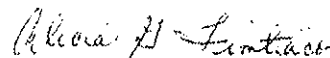
Richard S. Gebelein
Acting Attorney General of Delaware



Peter J. Nickles
Attorney General of the District of Columbia



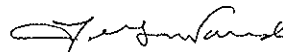
Thurbert E. Baker
Attorney General of Georgia



Alicia G. Limtiaco
Attorney General of Guam



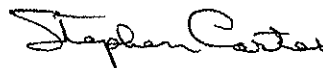
Mark J. Bennett
Attorney General of Hawaii



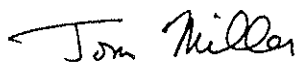
Lawrence G. Wasden
Attorney General of Idaho



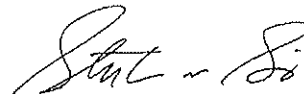
Lisa Madigan
Attorney General of Illinois



Stephen Carter
Attorney General of Indiana



Tom Miller
Attorney General of Iowa



Steve Six
Attorney General of Kansas



Jack Conway
Attorney General of Kentucky



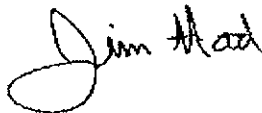
James D. "Buddy" Caldwell
Attorney General of Louisiana



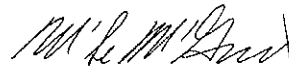
Steven Rowe
Attorney General of Maine



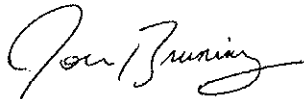
Douglas F. Gansler
Attorney General of Maryland



Jim Hood
Attorney General of Mississippi



Mike McGrath
Attorney General of Montana



Jon Bruning
Attorney General of Nebraska



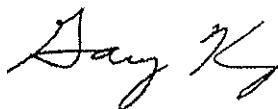
Catherine Cortez Masto
Attorney General of Nevada



Kelly A. Ayotte
Attorney General of New Hampshire



Anne Milgram
Attorney General of New Jersey



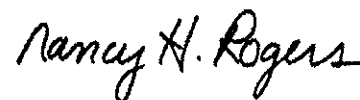
Gary King
Attorney General of New Mexico



Roy Cooper
Attorney General of North Carolina




Wayne Stenehjem
Attorney General of North Dakota



Nancy H. Rogers
Attorney General of Ohio



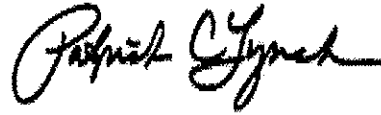
Drew Edmondson
Attorney General of Oklahoma



Hardy Myers
Attorney General of Oregon



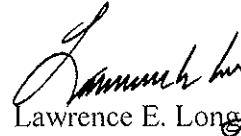
Tom Corbett
Attorney General of Pennsylvania



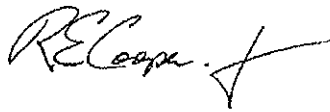
Patrick C. Lynch
Attorney General of Rhode Island



Henry McMaster
Attorney General of South Carolina



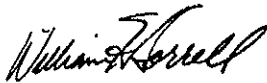
Lawrence E. Long
Attorney General of South Dakota



Robert E. Cooper, Jr.
Attorney General of Tennessee



Mark L. Shurtleff
Attorney General of Utah



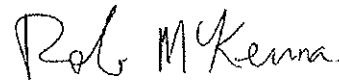
William H. Sorrell
Attorney General of Vermont



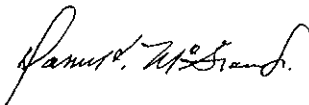
Vincent F. Frazer
Attorney General of the Virgin Islands



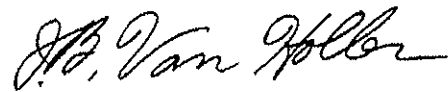
Robert F. McDonnell
Attorney General of Virginia



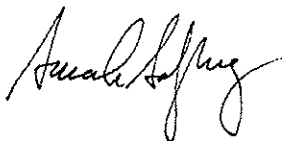
Rob McKenna
Attorney General of Washington



Darrell V. McGraw, Jr.
Attorney General of West Virginia



J. B. Van Hollen
Attorney General of Wisconsin



Bruce A. Salzburg
Attorney General of Wyoming



HENRY McMASTER
ATTORNEY GENERAL

May 5, 2009

Mr. Jim Buckmaster
CEO, craigslist
1381 9th Avenue
San Francisco, California 94122

Dear Mr. Buckmaster:

I hope you will take immediate steps to end craigslist from being used to facilitate harmful activities in South Carolina.

As you are aware, in November 2008 you entered into an agreement with forty state attorneys general and the National Center for Missing and Exploited Children to install safeguards to combat unlawful activity and improve public safety on the craigslist internet classified service. This occurred after law enforcement officers across the country called attention to the misuse of the craigslist site to facilitate unlawful activity.

Recent national events, along with ongoing law enforcement efforts in South Carolina, indicate that craigslist has not installed sufficient safeguards since November to prohibit the Internet site from being used as a vehicle to advertise or solicit prostitution.

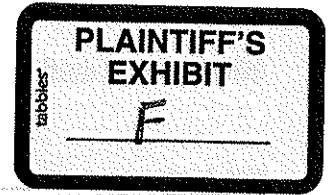
Also of concern is the unrestricted manner in which graphic pornographic pictures are posted and displayed by users on the craigslist site and their accessibility to minors.

Many of the classified and communication services on the craigslist site provide the public with a valuable service. However, it appears that the management of craigslist has knowingly allowed the site to be used for illegal and unlawful activity after warnings from law enforcement officials and after an agreement with forty state attorneys general.

Therefore, please be advised that the craigslist management may be subject to criminal investigation and prosecution by this office if the portions of the Internet site dedicated to South Carolina and its municipal regions and which contain categories for and functions allowing for the solicitation of prostitution and the dissemination and posting of graphic pornographic material are not permanently removed on or before 5:00pm EST, the close of business Friday May 15, 2009.

Yours very truly,

Henry McMaster



Posted on Wed, May. 06, 2009

S.C. threatens to charge Craigslist

Web site reneged on deal to crack down on prostitution ads, McMaster says

By RICK BRUNDRETT
rbrundrett@thestate.com

The state's top prosecutor threatened Tuesday to charge Craigslist's chief executive, contending the popular Internet classified ad service company hasn't done enough to stop solicitation for prostitution and obscenity on its Web site.

S.C. Attorney General Henry McMaster told The State newspaper that to his knowledge, South Carolina is the first state to explore the possibility of criminal charges against CEO Jim Buckmaster and other top officers of the San Francisco-based company.

"They've allowed prostitution to go on there and allowed obscenity to go on there," McMaster said. "It's a blatant violation of South Carolina law."

McMaster said prostitutes in South Carolina routinely advertise in the erotic services section of the Web site, and obscene pictures often are posted on in-state personal ads.

Over a two-year period, Richland County sheriff's deputies have made 121 prostitution-related arrests from Craigslist ads, according to department figures provided Tuesday to The State newspaper.

"It's probably the hottest way sex is being sold," Sheriff Leon Lott said Tuesday. "No longer do they have to stand on the street and wave at cars as they come by. They just use technology."

A sampling Tuesday of ads for erotic services in the Columbia area found scantily clad women offering such things as full-body massages, lap dances and strip-tease acts. Some ads were more suggestive than others.

"I'm offering FULL service with NO restrictions," read one ad, which listed hourly rates. "I love new experiences and older men, so don't be shy. I've also discounted my rates due to the hard times."

Another ad had a disclaimer that said, "All donations and gifts are for time and companionship. This is not, nor has it ever been, an offer of prostitution."

McMaster contended Buckmaster has violated an agreement reached in November with 40 state attorneys general — including McMaster and his counterparts in Georgia and North Carolina — to crack down on prostitution ads and obscene pictures on the site.

The company has been under fire since last month's arrest of a Boston medical student accused of killing a 25-year-old masseuse who advertised on Craigslist and robbing or pointing a gun at two other women he met in the Northeast through the site.

The State newspaper's efforts to reach Craigslist officials were unsuccessful Tuesday. But in a prepared statement posted Tuesday on Craigslist's blog, Buckmaster said company officials "look forward to speaking directly with Attorney General McMaster about his concerns, and finding ways to address them without compromising the utility of Craigslist for South Carolinians, or anyone's Constitutional rights."

Buckmaster pointed out that since the November agreement, Craigslist has "decreased misuse dramatically (approximately 90%)." Among other things, the agreement calls for those who advertise in the erotic services section to pay a fee with a "valid" credit card and provide a "working" telephone number.

"We urge Attorney General McMaster to look closely at the facts before proceeding with his threat," Buckmaster said.

In a separate blog post, Buckmaster said company representatives had a "cordial and productive" meeting Tuesday with McMaster's counterparts in Connecticut, Illinois and Missouri, who, like McMaster, have raised concerns about

the site.

Buckmaster has contended the company cannot be held liable under federal law for content submitted to the site by users.

Contacted Tuesday, Victoria Middleton, executive director of the S.C. chapter of the American Civil Liberties Union, said her organization needed more time to study McMaster's comments before taking a formal position.

"It's not a black-and-white free speech issue," she said.

Buckmaster is described on the Craigslist blog as having led the Web site to be the "most used classifieds in any medium, and one of the world's most popular" sites. It advertises a variety of goods, services, housing and job openings throughout the United States and world.

McMaster said he has given Craigslist officials until 5 p.m. May 15 to shut down the erotic services section and remove obscene pictures from the South Carolina portion of the site.

If that doesn't happen, McMaster said, he will seek to charge Buckmaster and other company officials under state prostitution or obscenity laws. If twice convicted of aiding and abetting prostitution, for example, Buckmaster could be extradited to South Carolina upon a third charge, which carries a minimum one-year prison sentence and a \$3,000 fine, he said.

"I think that's what it's going to take to get anything done," said McMaster, a Republican who is a probable candidate in next year's governor's race. "The time for talking is over."

Reach Brundrett at (803) 771-8484.

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Posted on Wed, May. 13, 2009

McMaster rejects new Craigslist erotic site agreement

South Carolina will not withdraw its threat of criminal prosecution despite today's announcement that Craigslist will stop allowing erotic classified ads on its popular Web site, Attorney General Henry McMaster said.

The new agreement, announced by attorneys general in Connecticut, Illinois and Missouri, does not go far enough, McMaster said.

Craigslist promised to close down its erotic section within seven days and create a separate adult section. "That just does the same thing on a different location on the Web site," McMaster said.

Craigslist said it will monitor each ad manually

The San Francisco-based company promised 40 states in November to clean up its site and did what McMaster dismissed as, "nothing."

"The only agreement we could have is they block everything (related to prostitution and obscenity) in South Carolina," he said.

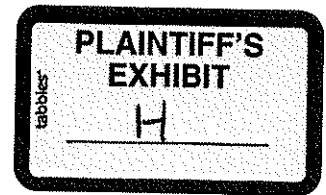
He wrote a letter last week to Craigslist executives threatening criminal charges if the offending parts of the site are not closed by 5 p.m. Friday in South Carolina.

A S.C. lawyer met today with McMaster's team but made no offer beyond the one announced today. McMaster said he will decide soon after Friday's deadline how to proceed with charges of aiding prostitution, dissemination of obscenity or conspiracy.

— Clif LeBlanc

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(843)722-2000
(843)722-6254 (FAX)

May 14, 2009

John W. McIntosh
Deputy Attorney General
Columbia, South Carolina, 29201

Re: Craigslist

Dear John:

I appreciate you, Jennifer and Trey meeting with me yesterday afternoon in my role as counsel to craigslist, Inc. I felt that our discussions were productive and that together we can work our way through your concerns. As I emphasized at the meeting, craigslist is committed to trying to resolve the issues that the Attorney General has raised. I hope the changes craigslist has implemented over the past six months, including those I outlined to you that were just implemented this week, demonstrate that craigslist seeks to cooperate with the Attorneys General, including Attorney General McMaster, and to further deter its users from posting on its website content that violates the website's terms of use and/or the law.

First and foremost, let me address Attorney General McMaster's May 5 letter. As you can imagine, the threat of criminal prosecution by the State of South Carolina is daunting. I submit that it would be highly inappropriate to commence any criminal (or, for that matter, civil) action against craigslist or its management, especially given its additional good faith efforts this week, which I believe address the crux of the matters raised in the May 5 letter. Moreover, even putting these continuing voluntary efforts aside, any attempt to impose criminal or civil liability on craigslist in these circumstances would, in craigslist's view, violate both the First Amendment to the U.S. Constitution and the federal Communications Decency Act, 47 U.S.C. § 230.

At any rate, I would like to have your Office's assurance that the Attorney General does not intend to commence any prosecution or other adverse action against craigslist either on Friday, May 15 or before craigslist is given a further opportunity to hear from the Attorney General about any specific concerns that remain and a reasonable opportunity to respond to those concerns. This approach will, I believe, provide the most constructive framework within which craigslist may come to understand any remaining concerns your Office has and to seek reasonable ways in which to cooperatively address such concerns. Please let me know as soon as possible, and in any event by close of business tomorrow, whether we may have such assurance.

As noted at our meeting yesterday, several other Attorneys General have viewed craigslist's changes to its website as constructive steps. As you requested yesterday, I have outlined these changes:

1. craigslist is terminating the "erotic" subcategory on the website. Effective shortly after midnight on May 12, craigslist stopped accepting new postings to that category. Because persons who paid for and posted ads to that subcategory generally expected that their ads would not expire until seven days after being posted, some ads that were posted during the seven-day period will continue to be displayed in that category. Each day for the next several days, remaining ads will expire in due course, there will be no more ads in that subcategory and the category will be removed. I know you wanted me to provide you with the exact date after which the category would be completely gone. That date is May 20th.

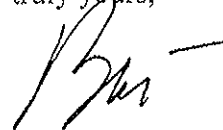
2. Also on May 12, craigslist created a new "adult" subcategory for craigslist users who wish to post ads for lawful activities. These ads will be manually screened before they appear on the site, in exchange for a \$10 fee. Ads that contain nudity or appear to offer illegal services will be rejected. Because this will be a manual process likely to involve large numbers of submitted postings, craigslist cannot guarantee that mistakes will not occur, but craigslist will strive to keep any such mistakes to a minimum. We urge your Office to let this new system operate for a while to see how it works.

I would note in closing that I believe that craigslist performs a very valuable and popular free service to the citizens of South Carolina (the only pay portion of the site in South Carolina currently is the new adult subcategory). I urge the Attorney General to bear these benefits in mind as we continue to work through the issues he has raised.

It also is important in our dialogue that we highlight for you some of the legal principles that craigslist's attorneys have raised elsewhere around the country that bear on the matters we are discussing. I include a copy of a brief that they filed recently in a case that the Cook County, Illinois Sheriff brought in Chicago. I think this brief has a good summary of a critical immunity enjoyed by craigslist. The brief obviously does not address all of the issues we have discussed but I had it available to send you on short notice. As we go forward, I would like to provide you with other materials, and schedule meetings or telephone conferences where we can go into greater depth on these issues.

I look forward to a continued dialogue and working with you and the Attorney General's office.

Very truly yours,



E. BART DANIEL

EBD/ay



HENRY McMASTER
ATTORNEY GENERAL

May 15, 2009

E. Bart Daniel, Esq.
Post Office Box 856
Charleston, South Carolina 29402

Re: Craigslist

Dear Mr. Daniel:

We have your letter of May 14th which continues points raised during our meeting on May 13th.

The concern of this office is the facilitation of prostitution in South Carolina, a concern widely voiced by law enforcement.

Prior to any prosecution in which this office is involved, you will certainly be allowed a reasonable opportunity to respond.

Yours very truly,

A handwritten signature in black ink that reads "John W. McIntosh".

John W. McIntosh
Chief Deputy Attorney General

JWM/gf

Search Keyword/Phrase SEARCH >

HOME

ATTORNEY GENERAL
HENRY MCMASTER

INSIDE THE OFFICE

CRIME AND FRAUD

CIVIL

SECURITIES

OPINIONS

CURRENT CASES

NEWSROOM

No training currently scheduled.

Important Links

[Gang Intervention Directory](#)

[Consumer Product Safety Improvement Act](#)

[Tobacco Directory](#)

[Opinion concerning the American Recovery and Reinvestment Act of 2009](#)

Investment PSA



Play Investment Public Service Announcement

Video Game PSA



Play Video Games Public Service Announcement

McMaster Statement On Craigslist

COLUMBIA, SC – "As of 5:00 p.m. this afternoon, the craigslist South Carolina site continues to display advertisements for prostitution and graphic pornographic material. This content was not removed as we requested. We have no alternative but to move forward with criminal investigation and potential prosecution."

Craigslist Told to Remove Illegal Content in Ten Days or Face Possible Prosecution

COLUMBIA, SC – Attorney General Henry McMaster today called on the CEO of the Internet classified site "craigslist" to remove "the portions of the Internet site dedicated to South Carolina and its municipal regions which contain categories for and functions allowing for the solicitation of prostitution and the dissemination and posting of graphic pornographic material" within ten (10) days.

"If those South Carolina portions of the site are not removed," McMaster said, "the management of craigslist may be subject to criminal investigation and prosecution."

Read McMaster's letter to craigslist: http://www.scag.gov/newsroom/pdf/2009/craigslist_letter.pdf

"A number of area law enforcement officials, including Anderson County Sheriff John Skipper, Pickens County Sheriff David Stone, and Oconee County Sheriff James Singleton, joined McMaster today at the Anderson County Sheriff's Office to make the announcement.

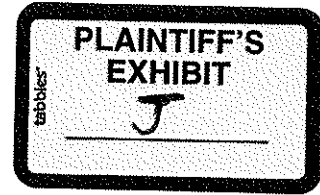
In November 2008, craigslist entered into an agreement with forty (40) state Attorneys General and the National Center for Missing and Exploited Children ("NCMEC") to put in place safeguards to combat unlawful activity and improve public safety on the craigslist Internet classified service.

Recent national events, along with ongoing law enforcement efforts in South Carolina clearly indicate that craigslist has not put in place sufficient safeguards in the last six (6) months to prohibit the Internet site from being used as a vehicle to advertise or solicit prostitution and to post graphic pornographic pictures accessible to minors.

Read the agreement here: <http://www.scattorneygeneral.com/newsroom/pdf/2009/craigslist.pdf>

Read More...

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McMaster v. Capital Consortium Group; 3 Hebrew Boys; et al.

State of South Carolina vs. State of North Carolina

[More Current Cases](#)

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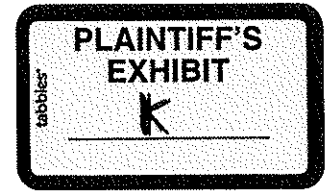
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SC AG says he will keep monitoring Craigslist

Associated Press Writer

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COLUMBIA, S.C. -- The South Carolina attorney general says the clock for Craigslist to clean up its online classified site starts Friday evening, and he will prosecute executives if prostitution ads from the state remain on the site.

Attorney General Henry McMaster had threatened to prosecute Craigslist officials if solicitations for prostitution weren't removed by 5 p.m. Friday. While no charges are imminent, he reiterated the San Francisco-based company will be responsible for ads after that deadline.

Earlier this week, Craigslist pledged to eliminate its "erotic services" category and screen all submissions to a new "adult services" section before being posted. New postings in the "adult services" category will cost \$10.

If a prostitution listing comes up on the revamped site, McMaster could charge Craigslist executives with aiding and abetting prostitution.

"We were hoping at 5 p.m. all those ads would be gone, and we'd be able to move on to other things," he said. "Because they're not off, we won't be able to end our monitoring and scrutiny. ... All we're asking Craigslist to do is take the prostitution ads off its Web site."

He said Craigslist attorney Bart Daniel of Charleston met with him Wednesday about the site's policy changes to reject ads containing nudity and appearing to offer illegal services from the adult section.

"That's what they've said," McMaster said. "What they do is what will count."

He noted an agreement he and attorneys general from dozens of other states entered into with Craigslist last November to improve the site's safeguards did little good. Those safeguards included allowing users to flag pornographic postings they believe violate the Web site's rules.

The Web site came under closer scrutiny last month after a Boston-area man was accused of fatally shooting a woman who placed an ad on Craigslist. Police believe 22-year-old Philip Markoff may have been involved in other crimes against women who also posted ads on Craigslist. Some reports have suggested he was robbing victims to pay gambling debts.

McMaster said Daniel explained customers pay for ads to run for up to seven days, so the "erotic services" category would be phased out as the contracts end. The new "adult services" section went up on Wednesday.

Daniel did not immediately return a message Friday.

McMaster said his office will monitor the site as it communicates with sheriff departments around the state that have used it to arrest people on prostitution and drug charges.

The Richland County Sheriff's Department has monitored the site for more than two years, after an arrested prostitute told officers they "need to get with the times," said Capt. Ruben Santiago. "It was a reality check to us. The majority of the real business is done over the Internet now."

The department has made arrests in more than 150 online prostitution cases since then, which also involved charges for drugs and aiding prostitution charges for drivers, Santiago said.

"When we started, it was like fishing out of a barrel. We'd arrest 20 to 30 people in a five-hour period," he said.

He said the department will continue its investigations and pass along information to McMaster.

In South Carolina, the charge for aiding and abetting prostitution carries up to a \$3,000 fine, at least one year in jail, or both, on three or more convictions.

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Posted on Sat, May. 16, 2009

McMaster opens probe of Craigslist

Classified ads he says are fronts for illegal activity are still running in S.C.

By CLIF LeBLANC
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Attorney General Henry McMaster has launched his own investigation of Craigslist for possible prostitution and pornography as his own deadline to block such classified ads passed Friday afternoon.

"We will have an active investigation in the office into Craigslist," McMaster said. "This content was not removed as we requested. We have no alternative."

But he said the attorney general's office cannot prosecute until a sheriff makes a prostitution case and brings the evidence to the attorney general's office.

"We cannot make a case without a sheriff," McMaster said. "We can be a part of it."

No sheriff has presented a case yet, he said, and Craigslist must be given a reasonable amount of time to fix the problem.

Meanwhile, his office will continue to monitor changes the San Francisco-based company announced Wednesday under pressure from several attorneys general.

Craigslist, a popular online service that has been criticized for allowing ads detractors say are fronts for prostitution, is creating a new, more closely monitored "adults services" section to replace its "erotic services."

Employees will check every ad before it is posted, a move the company had resisted, and will raise the cost to \$10 from \$5, presumably to pay for the cost of screenings.

McMaster said Friday he is "highly skeptical" the new adults services section will keep ads for illegal activities off the site. On Wednesday, he said the only answer he would accept from Craigslist is, "they block everything (illegal) in South Carolina."

In meetings with a Craigslist attorney in South Carolina, Bart Daniel of Charleston, the company said it could not shut off ads by McMaster's 5 p.m. Friday deadline in South Carolina because clients buy ads to run for seven days, the attorney general said.

By next Wednesday, the agreements for ads in the exotic services section will expire and the new section will operate fully, McMaster said of the company's plan.

Asked if Friday's developments mean there is no firm deadline for Craigslist to comply with his May 6 demands, McMaster said, "The answer is, technically, no."

Daniel did not return calls requesting a response. Craigslist chief executive Jim Buckmaster has commented publicly only through his company blog and had not posted a response Friday.

After another meeting with Daniel on Friday, McMaster said, "It appears that they are serious about (better screening)."

But, he said, "We just can't accept their promises."

The attorney general and sheriffs will watch the adult services ads to determine if South Carolina law is being broken.

McMaster said legal research has shown it is difficult to make lawsuits stick against Web sites.

And in Pennsylvania and Michigan, courts throw out attempts at criminal prosecutions, citing a 1996 federal law, the Communications Decency Act, which protects Internet companies from the actions of online users.

McMaster, widely believed to be a GOP candidate for governor, said he is unaware of any other attorney general who is considering criminal charges.

He cited aiding and abetting prostitution, obscenity and conspiracy as possible offenses. Craigslist executives could be tried in their absence and face extradition to South Carolina after a third offense of aiding in prostitution.

Reach LeBlanc at (803) 771-8664.

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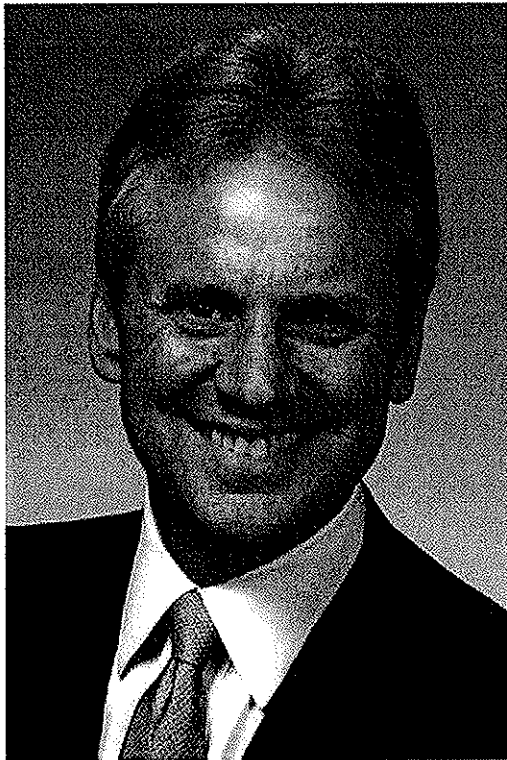
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MAY 18, 2009, 3:32 PM ET

Craigslist and S.C. Attorney General Step Up Rhetoric

The battle over adult ads on Craigslist is escalating – at least in South Carolina.



Henry McMaster

On May 5, the Palmetto State's Attorney General Henry McMaster threatened to prosecute executives from the online classifieds site, if ads on the site play a role in a prostitution case in South Carolina.

Then last week, Craigslist announced steps to introduce a new review system for every single adult services listing on the site. It did this after consulting with the attorneys general from several states, who complained the site had become a preferred way for prostitutes to advertise their services.

McMaster wasn't satisfied. On Friday, he reiterated his threat, saying the South Carolina portion of the site still displayed ads for prostitution. "We have no alternative but to move forward with criminal investigation and potential prosecution," McMaster wrote on his site.

On Monday morning, Craigslist CEO Jim Buckmaster fired back, in an open letter to McMaster posted to his blog. Buckmaster demanded an apology, and pointed out that other online classifieds sites operating in South Carolina contain far more explicit listings than Craigslist. "We're willing to accept our share of criticism, but wrongfully accusing craigslist of criminal misconduct is simply beyond the pale," wrote Buckmaster on his blog.

On Monday afternoon, McMaster's communications director Mark Plowden said that the "matter is under criminal investigation," and that the AG's statement from Friday was still current.

He didn't answer a question about whether the AG would prosecute other companies that also offer adult classifieds in the state.

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