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June 18, 2012

**VIA FEDEX AND EMAIL**

Eric DeMenthon  
PadMapper, Inc.  
1600 Villa Street, #315  
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**Re: DEMAND FOR IMMEDIATE CEASE AND DESIST OF CRAIGSLIST ABUSE**

Dear Mr. DeMenthon:

We are legal counsel for craigslist, Inc. ("CL"). CL is the owner and operator of the craigslist website (located at [www.craigslist.org](http://www.craigslist.org)) and its classified ad and related services (collectively, "craigslist").

**By this letter, we DEMAND that you IMMEDIATELY CEASE AND DESIST your abuse of craigslist, all violations of CL's legal rights, and all access to and use of craigslist.**

We have identified and collected evidence that you are redisplaying content from craigslist on your website [www.padmapper.com](http://www.padmapper.com) and through your PadMapper mobile applications available for download at <https://play.google.com/store/apps/details?id=com.padmapper#?t=W251bGwsMSwxLDIxMiwiY29tLnBhZG1hcHBldiJd> ("PadMapper Application"), and <http://itunes.apple.com/app/padmapper-apartment-search/id306301965?mt=8> ("PadMapper Apartment Search"). These activities violate CL's Terms of Use ("TOU"), induce others to violate their contractual agreement with CL, and interfere with and harm CL's relationships, reputation, and goodwill with its users.

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The TOU ([www.craigslist.org/about/terms.of.use](http://www.craigslist.org/about/terms.of.use) and copy enclosed for your ease of reference) govern all access to and use of craigslist, are available from all entry pages of the CL website, and apply to all who use craigslist in any way. For example, and without limiting the scope of the TOU in any way, the TOU prohibit:

- accessing craigslist to design, develop, test, update, operate, modify, maintain, or support any program, application or service (including, without limitation, any device, technology, product, computer program, **mobile device application, website,** or mechanical or personal service) that enables or provides access to, use of, operation of or interoperation with craigslist, ¶ 5;
- copying, aggregating, displaying, distributing, performing or making a derivative use of craigslist or any content posted on craigslist whether done directly or through intermediaries (including but not limited to by means of spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds), ¶ 5; and
- impairing or interfering with the integrity, functionality, performance, usefulness, usability, signal-to-noise ratio or quality of all or any part of craigslist, ¶ 5.

Under the TOU, in addition to other remedies, you are liable to CL for liquidated damages in a minimum amount of twenty-five thousand dollars (\$25,000) for *each* day of copying, aggregation, display, distribution or derivative use of craigslist or any content posted on craigslist (a schedule of CL liquidated damages (“Damages Schedule”), which is incorporated into the TOU, is available at [www.craigslist.org/about/liquidated.damages](http://www.craigslist.org/about/liquidated.damages) and a copy is enclosed for your convenience). Damages Schedule ¶ 6(a).

Further, you are liable for twenty-five thousand dollars (\$25,000) for *each* day of access to or use of craigslist to design, develop, test, update, operate, modify, maintain, or support any program, application or service that enables or provides access to, use of, operation of or interoperation with craigslist. Damages Schedule ¶ 6(b).

Given the scope of your violations of the TOU, CL's rights and the interests of other CL users, you – including, without limitation, any family members, employees, affiliates, agents, representatives and/or anyone else acting for you, at your request or inducement, or otherwise on your behalf – are hereby prohibited from accessing and using the CL Services for any reason.

**To be clear, any prior license or authorization to access or use the CL Services is revoked, and any access to or use of the CL Services by you or on your behalf is unauthorized.**

Within five (5) business days from the date of this letter, you or your counsel must confirm each of the following representations and commitments in writing:

1. You have ceased and will forever desist from all access to and use of craigslist for any reason or purpose whatsoever, directly and through any other person or entity;
2. Your representation and commitment in paragraph 1 immediately above includes, but is not limited to, that you have ceased and will forever desist from, directly or through any other person or entity, redisplaying content from craigslist and accessing craigslist to design, develop, test, update, operate, modify, maintain, or support any program, application or service, including without limitation your PadMapper Application and website [www.padmapper.com](http://www.padmapper.com), that enables or provides access to, use of, operation of or interoperation with craigslist;
3. You have permanently taken down your website [www.padmapper.com](http://www.padmapper.com) and PadMapper Applications from <https://play.google.com/store/apps/details?id=com.padmapper#?t=W251bGwsMSwxLDIxMiwiY29tLnBhZG1hcHBldiJd>, and <http://itunes.apple.com/app/padmapper-apartment-search/id306301965?mt=8> or otherwise ceased and forever desisted from redisplaying CL's content through [www.padmapper.com](http://www.padmapper.com) and your PadMapper Application; and
4. You have permanently deactivated or disabled access to (but preserved and not deleted or destroyed) any and all software, programs, instructions, products, tools, devices, data or documents in your possession, custody or control that relate to searching, accessing, or interacting with craigslist.

CL reserves all rights, remedies, claims and causes of action available in law and in equity related to access to or use of craigslist by you or on your behalf. You are also reminded of your legal obligation to preserve and prevent the destruction of any and all documents, data and other evidence (in any form) within your custody, possession or control related to all such activities.

Very truly yours,



Daniel Lassen

Encl.: TOU  
Damages Schedule

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

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## CRAIGSLIST TERMS OF USE

Last Updated: February 14, 2012

### 1. GENERAL

craigslist, Inc. ("CL") provides services through its websites, programs and computer servers, including but not limited to classified advertising, forums, and email forwarding. (All such services are referred to collectively herein as "craigslist.") By accessing or using craigslist, you are a "user" and you accept and agree to the terms below (the "Terms of Use" or "TOU") as a legal contract between you and CL. The TOU include and incorporate additional terms ("guidelines") applicable to particular categories or services available on craigslist as set forth to users upon access to such categories or services. CL may post changes to the TOU at any time, and any such changes will be applicable to all subsequent access to or use of craigslist.

If you do not accept and agree to all provisions of the TOU, now or in the future, you may reject the TOU by immediately terminating all access and use of craigslist, in which case any continuing access or use of craigslist is unauthorized.

You are also required to comply with, and to ensure compliance with, all laws, ordinances and regulations applicable to your activities on craigslist.

craigslist is intended and designed for users 18 years of age and older, and access or use by anyone younger is not authorized.

The TOU grant you a limited, revocable, nonexclusive license to access craigslist and use craigslist, in whole or in part, including but not limited to CL intellectual property therein, solely in compliance with the TOU.

"CRAIGSLIST" and "CL" are trademarks of CL and are protected by United States and international laws. The TOU do not authorize you to use "CRAIGSLIST," "CL" or any similar or related marks (including, for example and without limitation, "Craigs," "Craig," "Craig's" and "\_\_\_\_\_list") for any use pertaining to classified advertising, Internet advertising, social networks, online forums, online communication services or any similar or related use, or any other use that is likely to cause confusion on the part of, to cause mistake by or to deceive the public as to any affiliation, connection, association, origin, sponsorship, approval or endorsement by or with CL.

### 2. MODERATION

CL has the right, but not the obligation, to regulate content (which includes but is not limited to postings, text, code, images, video, binary files, ads, accounts, account information, flags, emails, messages and any other user communications ("content")) posted to, stored on or transmitted via craigslist by any user (or any other third party in any manner); to regulate conduct (including but not limited to any authorized or unauthorized access to or use of craigslist) by any user (or any other third party in any manner); and to enforce the TOU, for any reason and in any manner or by any means that CL, in its sole discretion, deems necessary or appropriate (including but not limited to

automated and manual screening, blocking, filtering, exclusion from index pages, exclusion from search results, requiring the use of an application programming interface (API), requiring the use of a bulk posting interface, authorization, verification, and the deletion and/or termination of content, accounts and/or all or any use or access). CL may, in its sole discretion and without notice, start, stop or modify any regulation or enforcement measures at any time. CL action or inaction to regulate content or conduct or to enforce against any potential violation of the TOU by any user (or any other third party) does not waive CL's right to implement or not implement regulation or enforcement measures with respect to any subsequent or similar content, conduct or potential TOU violation.

You also understand and agree that any action or inaction by CL or any of its directors, officers, stockholders, employees, consultants, agents or representatives (collectively, "CL Representatives") to prevent, restrict, redress or regulate content, or to implement other enforcement measures against any content, conduct or potential TOU violation is undertaken voluntarily and in good faith, and you expressly agree that neither CL nor any CL Representative shall be liable to you or anyone else for any action or inaction to prevent, restrict, redress, or regulate content, or to implement other enforcement measures against any content, conduct or potential violation of the TOU.

Although CL Representatives may moderate content, conduct and TOU compliance on craigslist at CL's discretion, CL Representatives have no authority to make binding commitments, promises or representations to anyone that they or anyone else on behalf of CL will "take care" of any alleged problem or complaint, or that they or anyone else on behalf of CL will otherwise stop, cure or prevent any problem, content, conduct or purported TOU violation from occurring or recurring. Accordingly, you further agree that any representation (written or verbal) by any CL Representative (or by anyone else acting on behalf of CL or by anyone purportedly acting on behalf of CL) that CL (including but not limited to any CL Representative, anyone else acting on behalf of CL, or anyone purportedly acting on behalf of CL) would or would not prevent, restrict, redress or regulate content (including, without limitation, screen, block, moderate, review, remove, terminate, delete, edit or otherwise stop, cure or exclude any content), or to implement other enforcement measures against any content, conduct or potential or purported TOU violation is superseded by this provision and is nonbinding and unenforceable. Specifically, you agree that CL, CL Representatives and anyone else authorized to act on behalf of CL shall in no circumstance be liable as a result of any representation that CL, a CL Representative or anyone else on behalf of CL would or would not restrict or redress any content, conduct or potential or purported TOU violation. This paragraph may not be modified, waived or released except by a written agreement, dated and signed by CL's Chief Executive Officer and dated and signed by the individual or entity to whom the modification, waiver or release is granted.

CL also has the right in its sole discretion to limit, modify, interrupt, suspend or discontinue all or any portions of craigslist at any time without notice. CL and CL Representatives shall not be liable for any such limitations, modifications, interruptions, suspensions or discontinuance, or any purported losses, harm or damages arising from or related thereto.

### 3. CONTENT AND CONDUCT

#### a. Content

CL does not control, is not responsible for and makes no representations or warranties with respect to any user content. You are solely responsible for your access to, use of and/or reliance on any user content. You must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, research and due diligence with respect to any user content.

You are also responsible for any content that you post or transmit and, if you create an account, you are responsible for all content posted or transmitted through or by use of your account.

Content prohibited from craigslist includes but is not limited to: (1) illegal content; (2) content in facilitation of the creation, advertising, distribution, provision or receipt of illegal goods or services; (3) offensive content (including, without limitation, defamatory, threatening, hateful or pornographic content); (4) content that discloses another's personal, confidential or proprietary information; (5) false or fraudulent content (including but not limited to false, fraudulent or misleading responses to user ads transmitted via craigslist); (6) malicious content (including, without limitation, malware or spyware); (7) content that offers, promotes, advertises, or provides links to posting or auto-posting products or services, account creation or auto-creation products or services, flagging or auto-flagging products or services, bulk telephone numbers, or any other product or service that if utilized with respect to craigslist would violate these TOU or CL's other legal rights; and (8) content that offers, promotes, advertises or provides links to unsolicited products or services. Other content prohibitions are set forth in guidelines for particular categories or services on craigslist and all such prohibitions are expressly incorporated into these TOU as stated in section 1 above.

You automatically grant and assign to CL, and you represent and warrant that you have the right to grant and assign to CL, a perpetual, irrevocable, unlimited, fully paid, fully sub-licensable (through multiple tiers), worldwide license to copy, perform, display, distribute, prepare derivative works from (including, without limitation, incorporating into other works) and otherwise use any content that you post. You also expressly grant and assign to CL all rights and causes of action to prohibit and enforce against any unauthorized copying, performance, display, distribution, use or exploitation of, or creation of derivative works from, any content that you post (including but not limited to any unauthorized downloading, extraction, harvesting, collection or aggregation of content that you post).

You agree to indemnify and hold CL and CL Representatives harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of: (a) content that you post or transmit (including but not limited to content that a third-party deems defamatory or otherwise harmful or offensive); (b) activity that occurs through or by use of your account (including, without limitation, all content posted or transmitted); (c) your use of or reliance on any user content; and (d) your violation of the TOU. This indemnification obligation includes payment of any attorneys' fees and costs incurred by CL or CL Representatives.

#### b. Conduct

CL does not control, is not responsible for and makes no representations or warranties with respect to any user or user conduct. You are solely responsible for your interaction with or reliance on any user or user conduct. You must perform any necessary,

appropriate, prudent or judicious investigation, inquiry, research and due diligence with respect to any user or user conduct.

You are also responsible for your own conduct and activities on, through or related to craigslist, and, if you create an account on craigslist, you are responsible for all conduct or activities on, through or by use of your account.

You agree to indemnify and hold CL and CL Representatives harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of your own conduct or activities on, through or related to craigslist or CL, and related to or arising out of any conduct or activities on, through or by use of your craigslist account, if any. This indemnification obligation includes payment of any attorneys' fees and costs incurred by CL or CL Representatives.

#### 4. POSTING AND ACCOUNTS

This section 4 applies to all uses and users of craigslist, unless CL has specifically authorized an exception to a particular term for a particular user in a written agreement. CL has sole and absolute discretion to authorize or deny any exception or exceptions to the terms in this section 4.

##### a. Postings

craigslist is intended and designed as a local service. A user may post content only to the single specific geographic area offered on craigslist (see <http://www.craigslist.org/about/sites>) for which that content is most relevant. The same or substantially similar content (for example, an ad for a particular item or service, a particular offer, a particular message or a particular comment) may not be posted to or communicated via more than one such geographic area. Content that is equally relevant to multiple (i.e., more than one) geographic areas should not be posted on craigslist.

The same or substantially similar content may not be posted in more than one craigslist category. A user may post content only in the single craigslist category to which it is most relevant, and must not post content to inappropriate categories. For example, content advertising classes or vocational training must be posted under the "classes" category of the "community" section and may not be posted in any "jobs" category. Likewise, content advertising auto financing must be posted under the "financial" category of the "services" sections and not under "cars/trucks" category in the "for sale" section. Similarly, services relating to real estate must be posted under "real estate" category of the "services" section and may not be posted to any category within the "housing" section.

A user may post the same or substantially similar content no more than once every 48 hours.

Where a craigslist category provides specific subcategories for posts by particular types of users (e.g., car sales "by-owners" versus "by-dealers," and real estate for sale "by-owner" versus "by-broker"), a user may post content only in the single user sub-category most accurate for that user. In particular, no user acting as a broker, agent or dealer may post in any "by owner" category.

Users may not circumvent any technological measure implemented by CL to restrict the manner in which content may be posted on craigslist or to regulate the manner in which content (including but not limited to email) may be transmitted to other users. This prohibition includes, without limitation, a ban on the use of multiple email addresses (created via an email address generator or otherwise); the use of multiple IP addresses (via proxy servers, modem toggling, or otherwise); CAPTCHA circumvention, automation or outsourcing; multiple and/or fraudulent craigslist accounts, including phone-verified accounts; URL shortening, obfuscation or redirection; use of multiple phone lines or phone forwarding for verification; and content obfuscation via HTML techniques, printing text on images, inserting random text or content "spinning."

It is expressly prohibited for any third party to post content to craigslist on behalf of another. Users must post content only on their own behalf, and may not permit, enable, induce or encourage any third party to post content for them.

It is expressly prohibited to post content to craigslist using any automated means. Users must post all content personally and manually through all steps of the posting process. It is also expressly prohibited for any user to develop, offer, market, sell, distribute or provide an automated means to perform any step of the posting process (in whole or in part). Any user who develops, offers, markets, sells, distributes or provides an automated means to perform any step of the posting process (in whole or in part) shall be responsible and liable to CL for each instance of access to craigslist (by any user or other third party) using that automated means.

Affiliate marketing is expressly prohibited on craigslist. Users may not post content or communicate with any craigslist user for purposes of affiliate marketing or in connection with any affiliate marketing system, scheme or program in any manner or under any circumstance.

#### b. Accounts

A user may maintain and use no more than one account, including a telephone or phone-verified account ("PVA"), to post content. A user specifically may not create or use additional accounts for the purpose of circumventing technological restrictions (security measures) in the posting process or otherwise for posting content in violation of the TOU.

A user may create an account, including a PVA, only on his/her own behalf. A user must not permit, enable, induce or encourage others to create accounts or PVAs for him/her. The creation of accounts or PVAs for others is expressly prohibited.

A user must only use his/her own account or PVA, and may not use any account or PVA of another.

The purchase and sale of accounts, including but not limited to PVAs, is expressly prohibited.

A user must create his/her account or PVA personally and manually and may not create accounts or PVAs by any automated means. Without limitation, this includes the obligation that the user personally and manually solves any CAPTCHA challenge in the account creation process. Further, a user must create any PVA using his/her own valid telephone number. The creation of a PVA using a telephone number that is not the user's own, a telephonic forwarding service or system, or a temporary/disposable telephone



number or service is expressly prohibited. The circumvention of any technological restriction or security measure in the account creation or PVA creation process is also expressly prohibited.

### c. Flagging

A user shall not "flag" (or otherwise seek removal of) content on craigslist without a personal, good-faith belief that the content violates the TOU. A user may flag content only on his/her own behalf. A user must not permit, enable, induce or encourage others to flag content for them. A user must not flag content for others.

A user may flag a specific item of content only once.

A user flagging content must do so manually and may not employ any automated means, products (including, without limitation, software programs) or services to flag content. A user must not circumvent any technological restrictions (security measures) in the flagging process. Without limitation, this prohibition includes a ban on the use of multiple IP addresses for flagging (by use of proxy servers or any means whatsoever).

## 5. UNAUTHORIZED ACCESS AND ACTIVITIES

This section 5 applies to all uses and users of craigslist, unless CL has specifically authorized an exception to a particular term for a particular user in a written agreement. CL has sole and absolute discretion to authorize or deny any exception or exceptions to the terms in this section 5.

To maintain the integrity and functionality of craigslist for its users, access to craigslist and/or activities related to craigslist that are harmful to, inconsistent with or disruptive of craigslist and/or its users' beneficial use and enjoyment of craigslist are expressly unauthorized and prohibited. For example, without limitation:

The collection of craigslist users' personal information (including but not limited to email addresses, IP addresses and telephone numbers) is not allowed for any purpose.

Any copying, aggregation, display, distribution, performance or derivative use of craigslist or any content posted on craigslist whether done directly or through intermediaries (including but not limited to by means of spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds) is prohibited. As a limited exception, general purpose Internet search engines and noncommercial public archives will be entitled to access craigslist without individual written agreements executed with CL that specifically authorize an exception to this prohibition if, in all cases and individual instances: (a) they provide a direct hyperlink to the relevant craigslist website, service, forum or content; (b) they access craigslist from a stable IP address using an easily identifiable agent; and (c) they comply with CL's robots.txt file; provided however, that CL may terminate this limited exception as to any search engine or public archive (or any person or entity relying on this provision to access craigslist without their own written agreement executed with CL), at any time and in its sole discretion, upon written notice, including, without limitation, by email notice.

Any access to or use of craigslist to design, develop, test, update, operate, modify, maintain, support, market, advertise, distribute or otherwise make available any program, application or service (including, without limitation, any device, technology, product,

computer program, mobile device application, website, or mechanical or personal service) that enables or provides access to, use of, operation of or interoperation with craigslist (including, without limitation, to access content, post content, cross-post content, re-post content, respond or reply to content, verify content, transmit content, create accounts, verify accounts, use accounts, circumvent and/or automate technological security measures or restrictions, or flag content) is prohibited. This prohibition specifically applies but is not limited to software, programs, applications and services for use or operation on or by any computer and/or any electronic, wireless and/or mobile device, technology or product that exists now or in the future.

If you access craigslist or copy, display, distribute, perform or create derivative works from craigslist webpages or other CL intellectual property in violation of the TOU or for purposes inconsistent with the TOU, your access, copying, display, distribution, performance or derivative work is unauthorized. Circumvention of any technological restriction or security measure on craigslist or any provision of the TOU that restricts content, conduct, accounts or access is expressly prohibited. For purposes of this paragraph, you agree that cached copies of craigslist webpages on your computer or computer server constitute "copies" under the Copyright Act, 17 U.S.C. § 101. For purposes of this paragraph, you further agree that CAPTCHAs and telephone verification are "technological measures" that effectively control access to copyright-protected components and rights of CL pursuant to 17 U.S.C. § 1201.

Any effort to decompile, disassemble or reverse engineer all or any part of craigslist in order to identify, acquire, copy or emulate any source code or object code is expressly prohibited.

Any activities (including but not limited to posting voluminous content) that are inconsistent with use of craigslist in compliance with the TOU or that may impair or interfere with the integrity, functionality, performance, usefulness, usability, signal-to-noise ratio or quality of all or any part of craigslist in any manner are expressly prohibited.

Any attempt (whether or not successful) to engage in, or to enable, induce, encourage, cause or assist anyone else to engage in, any of the above unauthorized and prohibited access and activities is also expressly prohibited and is a violation of the TOU.

## 6. USER COMMUNICATIONS, TRANSACTIONS, INTERACTIONS, DISPUTES AND RELATIONS

CL and CL Representatives are not parties to, have no involvement or interest in, make no representations or warranties as to, and have no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other user, person or organization ("your interactions with others"). You must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, research or due diligence with respect to your interactions with others.

You agree to indemnify and hold CL and CL Representatives harmless from and against any third-party claim, cause of action, demand or damages related to or arising out of your interactions with others. This indemnification obligation includes payment of any attorneys' fees and costs incurred by CL or CL Representatives.

## 7. FEES

CL may charge a fee to post content or for other features, products, services or licenses. You are responsible to CL for any fees applicable to content that you post or other features, products, services or licenses you purchase or that are purchased through your account. You authorize CL, or its designated payment processor, to charge your specified credit card, debit card or other payment method for such fees.

Unless otherwise specified, all fees are in United States dollars and all charges will be made in United States dollars. Any applicable sales or other taxes are additional to the stated fee. Currency exchange settlements and foreign transaction fees are based on your agreement with your credit card or other payment method provider.

Except as required by law, all fees are nonrefundable, including, without limitation, in situations where paid posts are removed by CL or by community flagging. Payments and purchases may not be canceled by the user, except as required by law. However, CL reserves the right to refuse or terminate any purchase or attempted purchase at any time in its sole discretion. You understand and agree that if you authorize a payment transaction with your credit card, debit card or other payment method, but your charge is rejected for any reason, there may be a hold on your use of that transaction amount for several days.

## 8. DISCLAIMERS

YOUR ACCESS TO, USE OF AND RELIANCE ON CRAIGSLIST AND CONTENT ACCESSED THROUGH CRAIGSLIST IS ENTIRELY AT YOUR OWN RISK. CRAIGSLIST (INCLUDING, WITHOUT LIMITATION, THE WEBSITES, PROGRAMS, SERVICES, FORUMS AND CONTENT ACCESSED THROUGH THE WEBSITES, PROGRAMS, SERVICES AND FORUMS) IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) ARE EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, CL ALSO DISCLAIMS ALL WARRANTIES FOR OR WITH RESPECT TO: (a) THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF CRAIGSLIST AND CONTENT ACCESSED THROUGH CRAIGSLIST; (b) COMPUTER WORMS, VIRUSES, SPYWARE, ADWARE AND ANY OTHER MALWARE, MALICIOUS CODE OR HARMFUL CONTENT OR COMPONENTS ACCESSED, RECEIVED OR DISSEMINATED THROUGH, RELATED TO OR AS A RESULT OF CRAIGSLIST OR CONTENT ACCESSED THROUGH CRAIGSLIST; (c) ANY TRANSACTIONS OR POTENTIAL TRANSACTIONS, GOODS OR SERVICES PROMISED OR EXCHANGED, INFORMATION OR ADVICE OFFERED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS OR COMMUNICATIONS THROUGH, RELATED TO OR AS A RESULT OF USE OF CRAIGSLIST OR CONTENT ACCESSED THROUGH CRAIGSLIST (INCLUDING, WITHOUT LIMITATION, ACCESSED THROUGH ANY LINKS ON CRAIGSLIST OR IN CONTENT).

THESE DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

Some jurisdictions do not allow disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers as to implied warranties may not apply.

## 9. LIMITATIONS OF LIABILITY

CL AND THE CL REPRESENTATIVES SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY ACCESS TO, USE OF OR RELIANCE ON CRAIGSLIST OR CONTENT ACCESSED THROUGH CRAIGSLIST BY YOU OR ANYONE ELSE, OR FOR ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS, DISPUTES OR RELATIONS BETWEEN YOU AND ANY OTHER PERSON OR ORGANIZATION ARISING OUT OF OR RELATED TO CRAIGSLIST OR CONTENT ACCESSED THROUGH CRAIGSLIST, INCLUDING BUT NOT LIMITED TO LIABILITY FOR INJUNCTIVE RELIEF AS WELL AS FOR ANY HARM, INJURY, LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU OR ANYONE ELSE (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF CL OR ANY CL REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF, BUT IS NOT RESTRICTED TO, WHETHER THE ALLEGED LIABILITY, HARM, INJURY, LOSS OR DAMAGES AROSE FROM AUTHORIZED OR UNAUTHORIZED ACCESS TO OR USE OF CRAIGSLIST OR CONTENT ACCESSED THROUGH CRAIGSLIST; ANY INABILITY TO ACCESS OR USE CRAIGSLIST OR CONTENT ACCESSED THROUGH CRAIGSLIST; OR ANY REMOVAL, DELETION, LIMITATION, MODIFICATION, INTERRUPTION, SUSPENSION, DISCONTINUANCE OR TERMINATION OF CRAIGSLIST OR CONTENT ACCESSED THROUGH CRAIGSLIST.

THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES RESULTING FROM ANY TRANSACTIONS OR POTENTIAL TRANSACTIONS, GOODS OR SERVICES PROMISED OR EXCHANGED, INFORMATION OR ADVICE OFFERED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS, COMMUNICATIONS OR RELATIONS THROUGH, RELATED TO OR AS A RESULT OF CRAIGSLIST OR CONTENT ACCESSED THROUGH CRAIGSLIST (INCLUDING, WITHOUT LIMITATION, ANY LINKS ON CRAIGSLIST AND LINKS IN CONTENT ACCESSED THROUGH CRAIGSLIST).

You hereby release CL and each of the CL Representatives, and their respective subsidiaries, affiliates, successors, predecessors, assigns, heirs, service providers and suppliers, from all claims, demands and damages of every kind and nature, known and unknown, direct and indirect, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to craigslist or content accessed through craigslist, or any interactions with others arising out of or related to craigslist or content accessed through craigslist, and you expressly waive the provisions of California Civil Code Section 1542 (and any similar laws in other jurisdictions), which provides: "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."

THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

## 10. NOTIFICATION OF CLAIMS OF INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights (including trademark rights) have been otherwise violated, please follow the directions for written notice at:

<http://www.craigslist.org/about/infringement.claims>

## 11. INJUNCTIVE RELIEF

You acknowledge and agree that any violation or breach of the TOU may cause CL immediate and irreparable harm and damages; consequently, notwithstanding any other provision of the TOU or other applicable legal requirements, CL has the right to, and may in its discretion, immediately obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek permanent injunctive relief regarding any violation or breach of the TOU. In addition to any and all other remedies available to CL in law or in equity, CL may seek specific performance of any term in the TOU, including but not limited to by preliminary or permanent injunction.

## 12. DAMAGES

In addition to any injunctive relief, you agree to pay to CL the total amount of all actual damages (including but not limited to direct, indirect, consequential and incidental damages) caused by any violation of the TOU for which you bear responsibility; EXCEPT you acknowledge that, for certain TOU violations, actual damages would be extremely difficult or impossible to quantify. Consequently, for such TOU violations, you agree to pay liquidated damages to CL as described in the following schedule:

<http://www.craigslist.org/about/liquidated.damages>

Furthermore you agree that the amounts of liquidated damages described therein are reasonable estimates of CL's damages for such violations, and that liquidated damages for violations of the TOU are and will be cumulative.

## 13. PRIVACY

CL has established a privacy policy covering the collection, use, and disclosure of user information:

[http://www.craigslist.org/about/privacy\\_policy](http://www.craigslist.org/about/privacy_policy)

## 14. MISCELLANEOUS

These TOU constitute the entire agreement between you and CL and supersede any prior written or oral agreement. Other than the CL Representatives (who are expressly included as named third-party beneficiaries of the TOU), there are no third-party beneficiaries to the TOU.

Any and all claims, causes of action or disputes (regardless of theory) between you and CL arising out of or related to the TOU, craigslist or content accessed through craigslist shall be governed by the laws of the State of California without regard to conflict or choice of law principles. You and CL agree that any such claims, causes of action or

disputes shall be brought exclusively in courts located within the county of San Francisco, California, and you and CL agree to submit to the personal and exclusive jurisdiction of such courts. You further agree that, regardless of any statute or law to the contrary, you must file any such claim or cause of action within one year after such claim or cause of action arose or be forever barred. If any provision of the TOU is found by a court of competent jurisdiction to be unenforceable, all other provisions of the TOU shall remain in full force and effect.

#### 15. FEEDBACK

Comments on these TOU are welcome in the CL feedback forum:

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

## CL LIQUIDATED DAMAGES

Last Updated: February 14, 2012

This schedule relates to the CL Terms of Use ("TOU"), and terms used here have the meanings given to them in the TOU.

In addition, for purposes of this schedule of liquidated damages, "Item of Content" means each and every instance of content of any type posted to, stored on or transmitted via craigslist by any user (or any other third party in any manner). For example, each single post to craigslist (including but not limited to any ad, comment, flag or message posted to craigslist), each single data file stored on craigslist (including but not limited to any account information, text, code, images, video or binary file), and each single communication transmitted via craigslist (including but not limited to any email or response to an email) is a single "Item of Content." Each "Item of Content" shall be considered and treated as an individual, discrete "Item of Content" even if it contains the same or substantially similar content as one or more other Items of Content.

For purposes of this schedule of liquidated damages, "Account" means each and every craigslist account of any type applied for, requested or created by any means (including but not limited to telephone-verified accounts, also known as phone verified accounts or "PVAs").

For purposes of this schedule of liquidated damages, "Instance of Unauthorized Conduct" or "Instance" means each individual time CL's servers are accessed in connection with or in facilitation of a violation of the TOU. With respect to the Instances of Unauthorized Conduct enumerated in paragraph 6 below, each day that CL's servers are accessed to facilitate one or more of the violations enumerated therein shall constitute one Instance of Unauthorized Conduct.

For purposes of this schedule of liquidated damages, "Attempt" shall be defined pursuant to California law.

TOU violations harm the functionality, integrity, and reputation of craigslist; interfere with and detract from users' and customers' beneficial use and enjoyment of craigslist; and are detrimental to CL as a business.

Pursuant to §§ 11 and 12 of the TOU, you acknowledge and agree that CL incurs actual damages as a result of the TOU violations detailed below. You further acknowledge and agree that actual damages caused by such violations are extremely difficult, impossible or impractical to determine or quantify. Consequently, you agree it is fair and reasonable for CL to obtain injunctive relief to prohibit future violations of these TOU and recover liquidated damages for past violations of these TOU, and you acknowledge that the amounts set forth below reflect reasonable estimates of CL's actual damages from each such violation and that such estimates are reasonably related to the actual damages caused to CL by each such violation.

For each TOU violation below, you therefore agree to pay liquidated damages to CL in the amount specified. You further acknowledge and agree that the imposition of liquidated damages for each such TOU violation is independent and distinct, and that the assessment of total liquidated damages for multiple TOU violations is cumulative.

### 1. \$25 Per Item of Content

For the following, you agree to pay \$25 per Item of Content:

(a) a flag of content without a personal, good-faith belief that the content violates the TOU; (b) a flag of content on behalf of someone else; (c) a flag that you permit, enable, induce or encourage someone else to make on your behalf; (d) more than one flag of a specific Item of Content; (e) content posted to a geographic area offered on craigslist for which that content is not relevant; (f) content that is the same or substantially similar to content posted to or communicated via craigslist for more than one geographic area; (g) content posted in a craigslist category to which it is not directly relevant (as explained in the TOU ¶ 4.a. (second paragraph)); (h) content that is the same or substantially similar to content posted in another

craigslist category; (i) content that is posted in more than the single user sub-category most accurate for that user where the relevant craigslist category provides specific subcategories for posts by particular types of users (as explained in the TOU ¶ 4.a. (fourth paragraph)); (j) content the same or substantially similar to other content posted more than once within 48 hours; (k) content you post to craigslist on behalf of another; or (l) content posted to craigslist by a third party on your behalf (i.e., content that you permit, enable, induce or encourage any third party to post for you).

As explained in the definition of "Item of Content" above, for purposes of calculating liquidated damages, each flag described in clauses (a) through (c) of this section shall constitute an individual Item of Content. See, among others, TOU ¶¶ 4.a. and 4.c.

## 2. \$50 Per Item of Content

You agree to pay \$50 per Item of Content posted or stored on, or transmitted via craigslist either by you or on your behalf:

(a) using any automated means to perform any step of any process for submitting content (in whole or in part); (b) by any means that circumvent any technological measure implemented by CL to restrict the manner in which content may be submitted on craigslist or to regulate the manner in which content (including but not limited to email) may be transmitted to other users; or (c) using Accounts that are created or used in violation of TOU ¶4.b.

Liquidated damages under this ¶ 2 are in addition to Liquidated Damages that may be applicable to the Item of Content pursuant to other sections of this schedule and are agreed to be a reasonable estimate of CL's actual damages for the Items of Content posted using the means described in this ¶ 2 in addition to the liquidated damages incurred by CL set forth elsewhere in this schedule. See, among others, TOU ¶ 4 b.

## 3. \$100 Per Item of Content

For the following, you agree to pay \$100 per Item of Content:

(a) content that offers, promotes, advertises or provides links to unsolicited products or services (except that the content described in Section 5(g) of this schedule, shall be subject to liquidated damages as provided in Section 5(g)); (b) content that violates guidelines for particular categories or services on craigslist; or (c) content (including but not limited to ads, emails and other communications with craigslist users) for purposes of affiliate marketing or in connection with any affiliate marketing system, scheme or program in any manner and under any circumstance. See, among others, TOU ¶¶ 4.a.

## 4. \$100 Per Account/Instance

For the following, you agree to pay \$100 per Account/Instance of Unauthorized Conduct:

(a) if you create, maintain or use at any time more than one Account (including without limitation PVAs) to post content; (b) if you create one or more Accounts for or on behalf of another; (c) if you permit, enable, induce or encourage someone else to create one or more Accounts on your behalf; (d) if you use other users' Accounts (with or without their knowledge or consent) (including but not limited to your use of any Account you purchase or otherwise do not personally create); (e) for any Account you purchase, offer, market, sell, or distribute; (f) for any Account you create for another; (g) for any Account you create by any automated means; (h) for any Account verified using a telephone number that is not your own personal telephone number; (i) for any telephone number you purchase, offer, market, make available, sell or distribute for the purpose of phone verification; (j) if you use any Accounts created in circumvention of any technological restriction or security measure in the Account creation process; (k) if you create any Accounts in circumvention of any technological restriction or security measure in the Account creation process; (l) for any product, software, or tool (including but not limited to CAPTCHA credits) you acquire, purchase, offer, market, sell, or distribute, that facilitates circumvention of any technological measure implemented by CL to



restrict the manner in which content may be posted on craigslist or to regulate the manner in which content may be transmitted to other users; (m) if you collect craigslist users' personal information (including but not limited to email addresses, IP addresses and telephone numbers) or (n) for any activities (including but not limited to posting voluminous content) that are inconsistent with use of craigslist in compliance with the TOU or that may impair or interfere with the functionality, performance or quality of all or any part of craigslist in any manner.

See, among others, TOU ¶¶ 4.a. and 4.b.

#### 5. \$1000 Per Item of Content

For the following, you agree to pay \$1000 per Item of Content:

(a) illegal content; (b) content in facilitation of the creation, advertising, distribution, provision or receipt of illegal goods or services; (c) offensive content (including, without limitation, defamatory, threatening, hateful or pornographic content); (d) content that discloses another's personal, confidential or proprietary information; (e) false or fraudulent content (including but not limited to false, fraudulent or misleading responses to user ads transmitted via craigslist); (f) malicious content (including, without limitation, malware or spyware); (g) content that offers, promotes, advertises, provides links to or solicits posting or auto-posting products or services, account creation or auto-creation products or services, flagging or auto-flagging products or services, bulk telephone numbers, or any other product or service that if utilized with respect to craigslist would violate these TOU or CL's other legal rights.

See, among others, TOU ¶ 3.a.

#### 6. \$25,000 Per Instance of Unauthorized Conduct

Technology can be misused to facilitate harm to craigslist, its users, and/or CL on a massive scale. For the following, you agree to pay \$25,000 per Instance of Unauthorized Conduct:

(a) copying, aggregation, display, distribution or derivative use of craigslist or any content posted on craigslist (including, but not limited to, by means of spiders, robots, crawlers, scrapers, framing, iframes, or RSS feeds); (b) access to or use of craigslist to design, develop, test, update, operate, modify, maintain, support, market, advertise, distribute, or otherwise make available any program, application or service (including, without limitation, any device, technology, product, computer program, mobile device application, website, and mechanical or personal service) that enables or provides access to, use of, operation of, or interoperation with craigslist (including, without limitation, to access content, post content, respond to content, transmit content, create accounts, use accounts, circumvent security measures, or flag content); or (c) decompiling, disassembling or reverse engineering all or any part of craigslist in order to identify, acquire, copy, or emulate any source code or object code. See, among others, TOU 5.

#### 7. Written License

Any conduct or content that is permitted pursuant to a written license agreement with CL shall not be deemed in violation of the TOU as long as the conduct or content is specifically authorized pursuant to the terms of the license agreement.