

SONNENSCHN NATH & ROSENTHAL LLP  
685 MARKET STREET, 6<sup>TH</sup> FLOOR  
SAN FRANCISCO, CALIFORNIA 94105  
(415) 882-5000

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

GAYLE M. ATHANACIO (State Bar No. 130038)  
PETER R. SOARES (State Bar No. 206715)  
SONNENSCHN NATH & ROSENTHAL LLP  
685 Market Street, 6th Floor  
San Francisco, CA 94105  
Telephone: (415) 882-5000  
Facsimile: (415) 543-5472

MARC J. ZWILLINGER  
CHRISTIAN S. GENETSKI  
SONNENSCHN NATH & ROSENTHAL LLP  
1301 K Street, N.W.  
Suite 600, East Tower  
Washington, D.C. 20005  
Telephone: (202) 408-6400  
Facsimile: (202) 408-6399

Attorneys for Plaintiff  
Yahoo! Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

YAHOO! INC.,

Plaintiff,

vs.

ERIC HEAD, MATTHEW HEAD and  
BARRY HEAD individuals, d/b/a  
GOLDDISK.NET, NETSALES  
INDUSTRIES, GOLD DISK CANADA,  
INC., INFINITE TECHNOLOGIES  
WORLDWIDE, INC., HEAD  
PROGRAMMING, INC. and JOHN DOES  
1-5, inclusive,

Defendants.

Case No.

COMPLAINT

1. VIOLATION OF 15 U.S.C. §7704  
(Controlling the Assault of Non-Solicited Pornography and Marketing Act);
2. VIOLATION OF 18 U.S.C. §1030  
(Computer Fraud & Abuse Act);
3. VIOLATION OF CALIFORNIA  
COMPUTER CRIME STATUTE  
(Cal. Penal Code § 502); and
4. CIVIL CONSPIRACY

ORIGINAL FILED  
MAR 09 2004  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE

E-FILING

ADR

**C04 00965**

**PVT**

1 Plaintiff Yahoo! Inc. (“Yahoo!”) alleges as follows:

2 **INTRODUCTION**

3 1. Yahoo! is a global Internet media company that offers a network of comprehensive  
4 information, communication, and shopping services to millions of users daily. One of Yahoo!’s  
5 most popular and well known services is Yahoo! Mail, through which Yahoo! provides  
6 registered users with both free and premium paid-subscription electronic mail (“e-mail”)  
7 services on the World Wide Web (the “Web”). The Yahoo! Mail service has tens of millions of  
8 registered users, each of whom may access their Yahoo! Mail accounts to send and retrieve e-  
9 mail from any computer in the world that is connected to the Web.

10 2. To support its Yahoo! Mail service, Yahoo! has invested millions of dollars to  
11 develop an extensive network of server computers that receive, deliver and store e-mail  
12 messages and associated files for registered Yahoo! Mail users. These servers are designed to  
13 ensure that Yahoo! users reliably receive all desired e-mail messages, and are able to retain  
14 copies of messages subject to certain space limitations. Ensuring that Yahoo! Mail provides an  
15 enjoyable user experience and that the Yahoo! Mail network is operating efficiently are critical  
16 aspects of Yahoo!’s business mission.

17 3. Yahoo! brings this action to prevent Defendants Eric Head, Matthew Head and  
18 Barry Head d/b/a golddisk.net and Netsales Industries, Gold Disk Canada, Inc., Infinite  
19 Technologies Worldwide, Inc. and Head Programming, Inc. (the “Head Defendants”), and John  
20 Does 1-5, inclusive (collectively “Defendants”), from committing further unlawful and  
21 unauthorized acts that impair Yahoo!’s ability to fulfill this mission, and to recover damages  
22 from their unlawful conduct. Specifically, Yahoo! seeks to prevent Defendants’ repeated,  
23 unauthorized transmissions of unsolicited commercial bulk e-mail (commonly known as  
24 “Spam”),<sup>1</sup> which impose significant burdens on Yahoo! and its users, degrading Yahoo!’s ability  
25

---

26 <sup>1</sup> SPAM is a registered trademark of Hormel Foods Corp. According to Hormel, use of the  
27 term “Spam” to refer to unsolicited e-mail was adopted as a result of the Monty Python skit in  
28 which a group of Vikings sang a chorus of “Spam, Spam, Spam” . . . in an increasing crescendo,  
drowning out other conversation. The analogy applied to unsolicited mail because unsolicited e-  
mail was perceived to be drowning out normal discourse on the Internet.

1 to provide its services.

2 4. On information and belief, Defendants operate an online business or businesses that  
3 transmit unsolicited bulk commercial e-mail solicitations to, among others, Yahoo! Mail  
4 customers. On information and belief, Defendants unlawful conduct is intended to promote their  
5 own business interests, and those of the businesses they represent. Defendants work in concert  
6 to conduct these unlawful activities.

7 5. Yahoo! users have expressed their exasperation over receipt of Defendants'  
8 unwanted Spam by complaining to Yahoo! and by informing Yahoo! that they consider  
9 Defendants' messages to be Spam.

10 6. The Spam solicitations sent by Defendants often contain header information that is  
11 materially false and misleading, fails to identify the computer from which the Spam originates,  
12 and fails to provide the recipients with a functioning means by which to opt-out of receiving  
13 future e-mail solicitations or the ability to respond to the addresses from which the e-mails  
14 originate.

15 7. Defendants' Spamming activities force Yahoo! to expend considerable time,  
16 money and effort to minimize the impact of this flood of unwanted e-mail on its users.  
17 Defendants' conduct violates the new federal Controlling the Assault of Non-Soliciting  
18 Pornography and Marketing Act of 2003 ("CAN SPAM"), the Computer Fraud & Abuse Act,  
19 the California Computer Crime Statute, as well as common laws. Defendants' conduct has  
20 adversely impacted Yahoo!'s reputation among its users, burdened Yahoo!'s mail servers and  
21 related equipment, and drained Yahoo!'s employee and engineering resources, all the while  
22 providing Defendants a low cost and easy means of disseminating mass advertisements for their  
23 products and services and/or the products and services of others.

24 8. As more fully explained herein, Yahoo! has expended millions of dollars and  
25 thousands of hours of employee resources to develop and implement features to prevent Spam  
26 from being processed by Yahoo!'s computer systems or delivered to Yahoo! Mail users.  
27 Despite Yahoo!'s best efforts to develop and implement improved Spam-filtering technology,  
28 Defendants have intentionally sought to circumvent Yahoo!'s technical barriers and transmit

1 Spam to Yahoo! Mail customers.

2 9. Even when Yahoo!'s Spam-filtering technology successfully prevents the  
3 transmission of the Spam to the mailboxes of Yahoo! users, Yahoo! remains burdened with the  
4 transmission and storage of the hundreds of thousands of unwanted messages routed to Yahoo!  
5 users' bulk mail folders.

6 10. Yahoo! seeks to halt Defendants' illegal and unauthorized Spamming with this  
7 action and to recover damages.

8 **THE PARTIES**

9 11. Plaintiff Yahoo! first incorporated under the laws of California on March 5, 1995,  
10 and re-incorporated under the laws of Delaware, on May 18, 1999. Yahoo!'s principal place of  
11 business is at 701 First Avenue, Sunnyvale, CA, 94089-0703. Yahoo! provides a network of  
12 comprehensive information, communication, and shopping services, including e-mail services.  
13 Yahoo! owns and maintains computers and other devices that enable users to obtain these  
14 services. Yahoo!'s central computer systems, which include servers that process e-mail, are  
15 located in California and this judicial district. E-mail sent to and from Yahoo! users is processed  
16 through and stored on these computers, which are protected computers under 18 U.S.C.  
17 § 1030(e)(2).

18 12. On information and belief, defendants Eric Head, Matthew Head and Barry Head  
19 are the principals operating the Spamming operation sending Yahoo! users millions of Spam  
20 messages. On information and belief, Defendants conduct their illegal operations from the  
21 physical addresses 27 Oliver Court and 31 Oliver Court, Kitchener, Ontario, Canada.

22 13. On information and belief, defendants golddisk.net, NetSales Industries, Gold Disk  
23 Canada, Inc., Infinite Technologies Worldwide, Inc. and Head Programming, Inc. are businesses  
24 operating the Spamming operation sending Yahoo! users millions of Spam messages. Each of  
25 these corporate entities lists Eric Head as an officer or director, and has as a registered address  
26 27 Oliver Court and/or 31 Oliver Court, Kitchener, Ontario, Canada.

27 14. The Doe defendants are other businesses and individuals presently unknown to  
28 Yahoo! who, on information and belief, are acting in concert with the named defendants to

1 conduct the unlawful activities described herein or to procure the named defendants to transmit  
2 mail on their behalf. The true names or capacities of the Doe defendants, whether individual,  
3 corporate, associate or otherwise, are presently unknown to Yahoo!. Yahoo! therefore sues the  
4 Doe defendants by such fictitious names.

### 5 JURISDICTION AND VENUE

6 15. This action arises out of Defendants' violations of 15 U.S.C. § 7704 (CAN-  
7 SPAM), 18 U.S.C. § 1030 (Computer Fraud and Abuse Act), and violations of various state  
8 statutes and common laws set forth herein.

9 16. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.  
10 § 1331, which gives federal District Courts original jurisdiction over claims brought under the  
11 laws of the United States. This Court has supplemental jurisdiction over the state law claims  
12 under 28 U.S.C. § 1367.

13 17. This Court has personal jurisdiction over Defendants who have: purposefully  
14 engaged in business activities in California; availed themselves of the benefit of conducting  
15 commercially-related activities within California; committed tortious acts within the State  
16 targeted at California residents; and, intentionally used personal property in the State owned by  
17 Yahoo!, a company based in California, all with Defendants' knowledge that their conduct  
18 would cause harm to Yahoo! within the State.

19 18. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because a  
20 substantial part of the events or omissions giving rise to the claims pled herein occurred in this  
21 judicial district.

### 22 INTRADISTRICT ASSIGNMENT

23 19. This action arises in the County of Santa Clara and therefore venue lies in the San  
24 Jose Division of the Northern District pursuant to Local Rule 3-2(e).

### 25 FACTUAL BACKGROUND

#### 26 The Yahoo! Mail Service and Yahoo! Spam Policies

27 20. Yahoo! Mail allows users to send and receive e-mail messages via the Internet.  
28 Users of Yahoo! Mail's free service may only send and receive e-mail to and from their Yahoo!

1 Mail accounts on Yahoo!'s website, but Yahoo! Mail also offers premium services that allow  
2 Yahoo! Mail users to check their Yahoo! Mail accounts using third party software programs  
3 such as Eudora or Microsoft Outlook. Users are generally provided an e-mail account with an  
4 address ending in the Yahoo.com domain name.

5 21. To support its Yahoo! Mail service, Yahoo! has invested millions of dollars to  
6 build an extensive network of mail server computers and related equipment that are dedicated to  
7 handling e-mail storage and transmission. This network consists of two main types of mail  
8 servers: mail transfer agents ("MTAs") responsible for e-mail delivery, and mail server "farms"  
9 responsible for e-mail storage.

10 22. E-mail sent to a registered Yahoo! user's account is routed through the Internet  
11 until it arrives at a Yahoo! MTA server. The MTA server determines which Yahoo! user is the  
12 intended recipient of the message from the destination address in the e-mail header. The MTA  
13 server then identifies which of the Yahoo! server farms houses the recipient's mailbox, and  
14 transmits the message to that server, where it is stored until retrieved and discarded by the  
15 recipient. Yahoo!'s premium mail services also rely on additional mail servers called SMTP and  
16 POP servers. SMTP servers send out-bound e-mails and POP servers deliver in-bound e-mails.  
17 All of these mail servers are located in Sunnyvale, California.

18 23. Yahoo! maintains a "Universal Spam Policy," which is prominently displayed on  
19 Yahoo!'s website at: <http://docs.yahoo.com/info/guidelines/Spam.html>. The Universal Spam  
20 Policy specifically prohibits, among other things: (1) forging headers or other manipulation of  
21 identifiers in order to disguise the origin of any content transmitted through Yahoo!'s service;  
22 (2) transmitting any unsolicited and/or unauthorized advertising, promotional materials, junk  
23 mail, Spam or any other form of solicitation through Yahoo!'s network; (3) relaying e-mail from  
24 a third party's mail servers without the permission of that third party; or (4) e-mailing or  
25 otherwise transmitting the same message, URL or post multiple times. True and correct copies  
26 of Yahoo!'s Terms of Service and Universal Spam Policy are attached hereto as Exhibit A.

27 24. The Yahoo! Universal Spam Policy specifically states that Yahoo!'s mail servers  
28 are located in California.

**Yahoo!'s Efforts to Fight Spam**

25. Yahoo! has devoted considerable resources to develop and implement technical solutions aimed at preventing Yahoo! users from having to bear the burden of wading through an e-mail inbox cluttered with Spam. To this end, Yahoo! has developed a technology called "SpamGuard" that serves a variety of anti-Spam functions. SpamGuard is principally designed to identify and defer or segregate bulk unsolicited e-mails as they enter the MTA servers that function as the gateway to Yahoo! users' e-mail accounts.

26. SpamGuard attempts to defer Spam by using a variety of formulas and algorithms to identify a Spammer's computer source. Where a particular computer is sending out an unusually high volume of undeliverable messages, Yahoo!'s specially configured servers will defer all traffic from that machine for up to eight hours, whereupon many mail servers used by Spammers cease trying to deliver the e-mails.

27. Yahoo! has also provided its users with a means of identifying unwanted messages that evade Yahoo!'s SpamGuard filters and reach the user's inbox. All Yahoo! Mail users are provided an additional mail folder, separate from their inbox, called the "bulk mail" folder. When Yahoo!'s filters identify e-mail messages that appear to have been sent as part of a bulk mailing, Yahoo! will deliver those messages to the user's bulk mail folder, and alert the user that he or she has messages in that folder. The user then has the option to inform Yahoo! that any messages delivered to the bulk folder are "not Spam," and thereby ensure that messages from that sender are delivered to the user's inbox in the future. Similarly, Yahoo! users also have the option to inform Yahoo! that messages delivered to their regular inbox folder are "Spam." Yahoo! collects its users' "This is Spam" and "This is not Spam" votes and uses these results to further segregate e-mail from the same source that is directed to other users. Yahoo! also maintains an e-mail abuse address, which receives over a half-million complaints per week regarding Spam.

**Spam Imposes Significant Burdens on Yahoo! and its Users**

**SPAM AND THE PURPOSES BEHIND THE FEDERAL AN-SPAM ACT**

28. The United States Congress, in passing the CAN-SPAM Act of 2003, concluded

1 that “[u]nsolicited commercial e-mail, commonly known as ‘spam’, has quickly become one of  
2 the most pervasive intrusions in the lives of Americans.” Indeed, Congress estimated that by the  
3 end of 2003, if not sooner, Spam would account for over 50% of all e-mail. Congress has  
4 concluded that the rate at which Spam is increasing is “reaching critically high levels.” In fact,  
5 in 2003, an estimated 2 trillion Spam messages were expected to be sent over the Internet.

6 29. In addition to plaguing recipients by its sheer volume, Spam is also notoriously  
7 deceptive in form and content. In April 2003, the Federal Trade Commission found that 66% of  
8 all Spam contains “some kind of false, fraudulent, or misleading information, either in the e-  
9 mail’s routing information, its subject line, or the body of its message.” In fact, the FTC found  
10 that “one-third of all spam contains a fraudulent return e-mail address that is included in the  
11 routing information (known as the ‘header’) of the e-mail message.” Congress found that  
12 falsified headers “not only trick ISP’s increasingly sophisticated filters,” but also “lure  
13 consumers into mistakenly opening messages from what appears to be people they know.”

14 30. Congress also found that not only do Spammers use false sender information, but  
15 they also use false or misleading subject lines. According to Congress, the FTC found that 42%  
16 of Spam contains misleading subject lines that “trick the recipient into thinking that the e-mail  
17 sender has a personal or business relationship with the recipient.”

18 31. The economic impact of Spam is enormous. Congress noted that a 2001 European  
19 Union study found that “spam costs Internet subscribers worldwide \$9.4 billion each year.”  
20 Congress also noted that the estimated costs “to United States businesses from spam in lost  
21 productivity, network system upgrades, unrecoverable data, and increased personnel costs,  
22 combined, will top \$10 billion in 2003.” Of that amount, approximately \$4 billion will be  
23 associated with lost employee productivity.

24 32. With these findings as a backdrop, the United States Congress passed the CAN-  
25 SPAM Act. In so doing, Congress provided four specific purposes of the Act: “(i) prohibit  
26 senders of electronic mail (e-mail) for primarily commercial advertisement or promotional  
27 purposes from deceiving intended recipients or Internet service providers as to the source or  
28 subject matter of their e-mail messages; (ii) require such e-mail senders to give recipients an



1 opportunity to decline to receive future commercial e-mail from them and to honor such  
2 requests; (iii) require senders of unsolicited commercial e-mail (UCE) to also include a valid  
3 physical address in the e-mail message and a clear notice that the message is an advertisement or  
4 solicitation; and (iv) prohibit businesses from knowingly promoting or permitting the promotion  
5 of, their trade or business through e-mail transmitted with false or misleading sender or routing  
6 information.”

7 33. As Congress recognized, the growth in unsolicited commercial electronic mail  
8 imposes significant monetary costs on providers of Internet access services that carry and  
9 receive such mail, as there is a finite volume of mail that such providers can handle without  
10 further investment in infrastructure. The sheer volume of Spam is threatening to overwhelm not  
11 only the average consumer's in-box, but also the network systems of Internet access service  
12 providers.

13 34. The unsavory practices of Spam generators and their beneficiaries have a  
14 substantial negative impact on Yahoo!’s business. Yahoo!’s efforts to stem the tidal wave of  
15 Spam flowing through Yahoo!’s network affects Yahoo! on several fronts: Yahoo!’s network  
16 capacity and efficiency has been degraded; Yahoo! has been forced to invest millions of dollars  
17 to develop technology solutions; Yahoo! has had to divert significant human resources to  
18 implement solutions and respond to customer complaints; and Yahoo! has experienced a  
19 diminution of customer goodwill by a user populace increasingly intolerant of receiving Spam.  
20 In return, the Spammers have invested virtually nothing, and attained mass free advertising for  
21 their products and services to Yahoo!’s customers.

22 **Defendants’ Unlawful Spamming into Yahoo!’s Network**

23 35. Since at least May 2003, and continuing to this day, Defendants have sent hundreds  
24 of millions of Spam e-mail messages to registered Yahoo! users. Samples of this Spam are  
25 attached as Exhibit B. Of that number, Yahoo! believes that over ninety-four million messages  
26 have been sent to Yahoo!’s users since January 1, 2004.

27 36. Because Defendants send Spam from multiple IP addresses chosen to prevent an  
28 association with Defendants, and they employ various obfuscation techniques to prevent Yahoo!

1 from detecting much of the Spam they send, Yahoo! is likely underestimating the exact number  
2 of Spam e-mails Defendants have sent to Yahoo!'s users. The IP addresses used by the  
3 Defendants originate from countries all over the world with no discernable pattern, indicating  
4 the use of open proxies, mainly from educational institutions and communications companies, to  
5 send the Spam.

6 37. Though Yahoo! cannot be sure of the exact number of Spam messages sent by  
7 Defendants, there are certain consistent factors in most or all of the Spam they send:

8 a. First, the domain names for the websites promoted in the e-mails are falsely  
9 registered to individuals with physical addresses in China.

10 b. Second, in sending the Spam, Defendants use peculiar technological means  
11 to circumvent Yahoo!'s SpamGuard. To circumvent SpamGuard filters, Defendants attempt to  
12 "randomize" their Spam, inserting a different string of text into each Spam e-mail they send.  
13 When inserting this text, Defendants use a font color that is the same as the color of the  
14 background text used in the e-mail. This trick renders the string of text imperceptible to the  
15 human eye. Alternatively, Defendants' computers make small, almost undistinguishable  
16 changes to the wording or spelling in each Spam message. In both cases, while the Spam e-  
17 mails look materially identical to the human recipients, Yahoo!'s computer systems recognize  
18 the subtle distinctions between each e-mail and consequently, do not see it as a single, bulk  
19 mailing. Defendants commit these activities intentionally to circumvent Yahoo!'s SpamGuard.

20 c. Third, Defendants' include in the hypertext links to their Spam messages an  
21 "anchor tag" written as "URN=" "Anchor tags" are pieces of text which mark the beginning or  
22 end of a hypertext link. In all likelihood, the "URN=" anchor tag is only used by a single sender  
23 of mail because, in fact, it is a completely random, syntactically void coupling of letters.

24 d. Defendants' messages are commercial emails, which primarily consist of  
25 solicitations for life insurance, mortgage and debt consolidation, and travel services.

26 e. The Spam appears to be sent from one or more e-mail addresses registered  
27 with Microsoft, either through the Microsoft Network or through Hotmail, and containing the  
28 domain name "hotmail.com" or "MSN.com."

1 f. Defendants' solicitations invite each recipient to "click" on a hypertext link  
2 to take advantage of the solicitation. If the link is selected, the recipient is sent to an "Offer  
3 Page," into which she or he may enter certain personal information including their name,  
4 electronic and personal addresses, and telephone numbers. The web address of the Offer Page is  
5 commonly referred to as the "payload domain."

6 g. Defendants use similar payload domains for their Offer Pages. The payload  
7 domains used by Defendants include, but are not limited to: www.33ww44x.com;  
8 www.loan79h.com; www.drgvva.com; www.loand322.com; www.tiantian3a.com;  
9 clooclickdd.com; great4d3.com; www.mygrantnow.org; www.ipoasc.biz; www.mjaked.biz;  
10 www.pouvrist.biz; www.greatff3.com; www.loan552.com; www.loan7ss9h.com;  
11 www.yytrn3.com; www.tt67ujh.com; www.admission4.com; www.bunnled543.com;  
12 www.clickdownhere.com; www.corner43d.com; www.dfecfgfafa.com; www.enfrt5f.com;  
13 www.entrance534.com; www.ezonthewayw.com; www.freessdeclick.com; www.giant5der.com;  
14 www.handleez3.com; www.indexr4w.com; www.middle22a.com; www.online432.com;  
15 www.seedownhere.com; www.super38y.com; www.torcherss.com; www.tryb5f3.com;  
16 www.whllts.com; www.yarteds.com; and www.zwmzemrrc.com. The registrant information  
17 for these payload domains consistently lists similar false information with Chinese names and  
18 addresses.

19 38. Some – but not all – of Defendants' Spam messages contain an "opt-out" hypertext  
20 link which can purportedly be used by the recipient to remove himself or herself from  
21 Defendants' electronic mailing list. On information and belief, however, many or all recipients  
22 who elect to "opt-out" are not removed from Defendants' list. Further, when recipients attempt  
23 to opt-out, they are diverted to a web page bearing the heading "e-mail removal center," which  
24 requests that the recipient insert the e-mail address they would like removed from Defendants'  
25 mailings. If an e-mail address is provided, the recipients are forwarded to yet another  
26 solicitation containing a link to an Offer Page. If the recipient inputs their personal information  
27 into the Offer Page (either upon first receiving the solicitation or after attempting to opt-out),  
28 and clicks on the "Submit" link, their personal information is conveyed to Defendants.

1           39.     Once Defendants receive personal information from a submitted Offer Sheet, they  
2     sell that information either to businesses that provide the services offered in the Spam  
3     solicitations, or to intermediaries who are affiliated with such businesses (collectively,  
4     “Beneficiary Companies”).

5           40.     In December, 2003 an investigator working on behalf of Yahoo! completed various  
6     Offer Pages that were linked to Defendants’ Spam messages. Within days of submitting the  
7     completed Offer Pages, Yahoo!'s investigator was contacted by a number of Beneficiary  
8     Companies. Yahoo! subsequently contacted one of the responding Beneficiary Companies who,  
9     in turn, provided Yahoo! with the name of the intermediary from which they had purchased the  
10    Yahoo! investigator's information. Yahoo! contacted the intermediary to determine its  
11    relationship with the persons responsible for sending the Spam to Yahoo!'s recipients.

12          41.     The intermediary informed Yahoo! that it purchased the information concerning  
13    Yahoo!'s investigator from defendant Netsales, which it knew to be located at 31 Oliver Court,  
14    Kitchener, Ontario, Canada, with a telephone number of (519) 741-9082 and electronic mail  
15    addresses of “jaygolddisk@hotmail.com” and “furtherconnections@hotmail.com.” The  
16    intermediary further informed Yahoo! that Netsales formerly went by the name golddisk.net,  
17    and was operated by partners, one of whom was named “Eric H.” The intermediary further  
18    informed Yahoo! that it had previously been informed by Netsales that it generated many of its  
19    own “leads” by sending marketing e-mails.

20          42.     Subsequent searches of publicly available databases revealed the following  
21    information about the Defendants:

- 22           •     A web search of the term “31 Oliver Crt” using the Google search engine yielded  
23           two results: 1) A report issued by “spamcop” that attributes a large amount of spam  
24           to **Matthew Head** at 31 Oliver Crt, Kitchener Ontario; and 2) a web posting by  
25           **Daniel Head** promoting a mass mailing system sold by **GoldDisk.net** for those  
26           who wish to advertise online.<sup>2</sup>
- 27           •     A search for archived pages of the “**golddisk.net**” website located at  
28           “www.archive.org,” revealed captured images of **golddisk.net**'s web pages from  
various periods between 1998 to 2000. The web pages indicate that the site was

---

<sup>2</sup> Defendant Eric Head’s full name is Eric Daniel Head.

1 used to sell software programs that allow people to send out mass electronic  
2 mailings.

- 3 • A Google group search for the domain name “@golddisk.net” provided the  
4 following three results: 1) **Eric Head**, using the e-mail address  
5 ehead@golddisk.net, posted a comment relating to spam messages; 2) **Eric Head**  
6 made a post in which he inquired as to a means to connect to or obtain an Internet  
7 Protocol Address different from his own, or to access and control a computer via a  
8 remote port; and 3) an anonymous post concerning e-mail and referencing “Gold  
9 Disk Canada Inc.,” “**GoldDisk.net**” and **Eric Head**, with a physical address of 31  
10 Oliver Court, Kitchener Ontario.
- 11 • Various on-line “business finder” tools referenced **Gold Disk**, with the physical  
12 address of 31 Oliver Court, Kitchener Ontario; telephone 519-579-6802 and 519-  
13 578-8275.
- 14 • Public database searches confirm that **Eric Head** resides at 27 Oliver Court,  
15 Kitchener, Ontario; 519-744-2912.
- 16 • Public database searches confirm that **Barry** and **Matthew Head** reside at 31  
17 Oliver Court, Kitchener, Ontario; 519-571-8446 and have a separate business line  
18 there.
- 19 • D/b/a’s show **Eric Head** and 31 Oliver Court, Kitchener, Ontario as officer and  
20 registered address for all three corporate defendants.

21 43. Defendants’ pattern and practice of sending tens of millions of unsolicited  
22 commercial e-mail messages to Yahoo!’s users has resulted in Yahoo! receiving millions of  
23 complaints from its customers regarding Defendants’ conduct.

24 44. As discussed above, Defendants sent most or all of their unsolicited e-mails to  
25 Yahoo! users from e-mail addresses associated with Microsoft services including MSN.com and  
26 MSN Hotmail. On information and belief, Defendants obtain the Microsoft accounts with the  
27 specific intent to use them to send Spam, in violation of Hotmail’s and MSN’s Terms of Service,  
28 and without Microsoft’s authorization. On information and belief, Defendants agreed to abide  
by Hotmail’s and MSN’s Terms of Service when they opened the “hotmail.com” accounts.

45. Much of the Spam sent by Defendants to Yahoo!’s users contains false or  
misleading header information, including, for example, e-mails sent to Yahoo!’s users in  
January 2004 indicating falsely in the subject line that the e-mail related to a “past due amount”  
purportedly owned by the recipients. Defendants also routinely alter the name and e-mail  
address in the “from” line of their spam e-mails to mislead as to the true source.

1           46. In an attempt to make their Spamming operation appear legitimate, Defendants  
2 include an opt-out message at the bottom of many of their Spam messages which purported to  
3 give recipients a method to be removed from the Spammer's mailing list. As discussed above,  
4 these opt-outs did not work. In addition, upon information and belief, Defendants continue to  
5 send Spam to users who elect to opt-out of future e-mails.

6           47. In a further attempt to make their Spamming operations appear legitimate,  
7 Defendants include return e-mail addresses to which Yahoo! Spam recipients can reply to the  
8 Spam messages. However, on information and belief, many of the return addresses used by  
9 Defendants are not functioning within hours or days of the sending of the Spam and, in any  
10 event, are not reviewed by any Defendant.

11           48. Unless enjoined, Defendants will continue to send Spam to Yahoo! Mail users,  
12 causing irreparable harm to Yahoo!'s equipment, its resources and its business reputation.

13                                   **FIRST CLAIM FOR RELIEF**  
14                                   **CONTROLLING THE ASSAULT OF NON-SOLICITED PORNOGRAPHY**  
15                                   **AND MARKETING ("CAN-SPAM") ACT**  
16                                   **(15 U.S.C. § 7704)**

17           49. Plaintiff Yahoo! realleges and incorporates the allegations of paragraphs 1 through  
18 48 of this Complaint, as if fully set forth herein.

19           50. The Yahoo! Mail servers are "protected computers" as defined in the CAN-SPAM  
20 Act (15 U.S.C. § 7702(13) (citing 18 U.S.C. § 1030(e)(2)(B)), through which e-mail transactions  
21 are received, stored and disseminated in interstate and/or foreign commerce or communication.

22           51. Since January 1, 2004, Defendants have generated and sent tens of millions of  
23 unsolicited bulk commercial e-mail messages to Yahoo! users.

24           52. The commercial e-mail messages sent to Yahoo!'s users by Defendants contain  
25 materially misleading header information because the sender knowingly uses open proxies to  
26 disguise the IP Address designating the origin of the messages, in violation of 15 U.S.C. §  
27 7704(a)(1).

28           53. The commercial e-mail messages sent to Yahoo!'s users by Defendants contain  
false and misleading information in their headers because the "from" line contains false

1 information regarding the sender of the e-mails in violation of 15 U.S.C. § 7704(a)(1).

2 54. The commercial e-mail messages sent to Yahoo! users by Defendants were also  
3 sent from Microsoft accounts that were obtained through false pretenses for the express purpose  
4 of sending Spam messages, in violation of 15 U.S.C. § 7704(a)(1).

5 55. The Yahoo! e-mail addresses to which Defendants send their commercial e-mail  
6 messages were obtained through “harvesting” from publicly-available sources, via Dictionary  
7 Attacks, and/or by randomly combining names, letters or numbers into numerous permutations,  
8 and then adding the “@yahoo.com” designation at the end of the permutations, in violation of 15  
9 U.S.C. § 7704(b)(1).

10 56. As a result of Defendants’ actions, Yahoo! has been damaged in an amount to be  
11 proven at trial.

12 57. Defendants’ actions were committed willfully and knowingly.

13 58. Defendants’ actions violated 15 U.S.C. § 7704, and entitle Yahoo! to injunctive  
14 relief, statutory damages and aggravated damages because of Defendants’ willful and knowing  
15 violation of the CAN-SPAM Act.

16 **SECOND CLAIM FOR RELIEF**  
17 **CONTROLLING THE ASSAULT OF NON-SOLICITED PORNOGRAPHY**  
18 **AND MARKETING (“CAN-SPAM”) ACT**  
**(15 U.S.C. § 7704)**

19 59. Plaintiff Yahoo! realleges and incorporates the allegations of paragraphs 1 through  
20 58 of this Complaint, as if fully set forth herein.

21 60. Defendants engaged in a pattern or practice of initiating the transmission to  
22 protected computers of commercial electronic messages that: (a) did not provide each of their  
23 recipients with functional means by which to opt-out of receiving future e-mails; (b) were not  
24 clearly and conspicuously labeled as advertisement or solicitations; and (c) did not contain the  
25 physical postal address of the sender in violation of 15 U.S.C. § 7704(a)(3) and (5).

26 61. Defendants engaged in a pattern and practice of initiating the transmission to  
27 protected computers of commercial electronic messages with actual or fairly implied knowledge  
28 that their subject headings were likely to mislead recipients, acting reasonably under the

1 circumstances, about a material fact regarding the content of the messages, in violation of 15  
2 U.S.C. § 7704(a)(2).

3 62. As a result of Defendants' actions, Yahoo! has been damaged in an amount to be  
4 proven at trial.

5 63. Defendants' actions were committed willfully and knowingly.

6 64. Defendants' actions violated 15 U.S.C. § 7704, and entitle Yahoo! to injunctive  
7 relief, statutory damages and aggravated damages because of Defendants' willful and knowing  
8 violation of the CAN-SPAM Act.

9 **THIRD CLAIM FOR RELIEF**  
10 **COMPUTER FRAUD AND ABUSE ACT**  
11 **(18 U.S.C. § 1030(a)(5)(A)(i) and (ii))**

12 65. Plaintiff Yahoo! realleges and incorporates the allegations of paragraphs 1 through  
13 64 of this Complaint, as if fully set forth herein.

14 66. The Yahoo! Mail servers are "protected computers" as defined in the Computer  
15 Fraud and Abuse Act (18 U.S.C. § 1030), through which e-mail transmissions are received,  
16 stored and disseminated in interstate and/or foreign commerce or communication.

17 67. Yahoo!'s Terms of Service and Universal Spam Policy specifically prohibit, among  
18 other things, transmitting any unsolicited and/or unauthorized advertising, promotional  
19 materials, junk mail, Spam or any other form of solicitation through Yahoo!'s network.

20 68. Defendants have knowingly and repeatedly transmitted and/or caused to be  
21 transmitted bulk unsolicited commercial e-mail messages without authorization. Defendants  
22 knew that the messages, as well as the resulting undeliverable messages and user e-mail  
23 complaints, would impair the operation of Yahoo!'s protected computers and Yahoo!'s ability to  
24 provide quality e-mail services to its customers.

25 69. Defendants knowingly and intentionally caused, through the means of a computer  
26 used in interstate commerce, the transmission of information to Yahoo!'s protected computers  
27 without authorization and, as a result of such conduct, caused damage to Yahoo!'s protected  
28 computers in violation of 18 U.S.C. § 1030(a)(5)(A)(i).

///  
28



1           70. Defendants intentionally accessed Yahoo!'s protected computers without  
2 authorization, and recklessly caused damage in violation of 18 U.S.C. § 1030(a)(5)(A)(ii).

3           71. The damages suffered by Yahoo! as a result of Defendants' conduct include the  
4 impairment of the integrity and/or availability of data, programs, systems, and/or information in  
5 Yahoo!'s protected computer facilities, and losses suffered by Yahoo! aggregate to a least  
6 \$5,000 in value in the year preceding the date of filing of this Complaint.

7                                   **FOURTH CLAIM FOR RELIEF**  
8                                   **CALIFORNIA COMPUTER CRIME STATUTE**  
9                                   **(Cal. Pen. Code § 502)**

10          72. Plaintiff Yahoo! realleges and incorporates the allegations contained in paragraphs  
11 1 through 71 of this Complaint, as if set forth fully herein.

12          73. By transmitting their unsolicited commercial advertisements to thousands of  
13 Yahoo! users via Yahoo!'s network, Defendants knowingly accessed, and without permission  
14 and in violation of Yahoo!'s anti-Spam policies, used Yahoo!'s computers, systems and network  
15 in order to wrongfully control or obtain money, property or data in violation of California Penal  
16 Code § 502(c)(1).

17          74. By transmitting unsolicited bulk commercial e-mail through Yahoo!'s Mail servers,  
18 systems and networks, Defendants knowingly, without authorization and in violation of  
19 Yahoo!'s anti-Spam policies, used or caused to be used Yahoo!'s computer services in violation  
20 of California Penal Code § 502(c)(3).

21          75. Defendants knowingly transmitted their bulk, unsolicited commercial e-mail  
22 without permission or authorization from Yahoo!, and in so doing disrupted or caused the  
23 disruption of Yahoo!'s computer services and registered Yahoo! users' use of Yahoo!'s  
24 computer system or computer network in violation of California Penal Code § 502(c)(5).

25          76. By sending Spam through Yahoo!'s network and to Yahoo! users, Defendants  
26 knowingly and without permission accessed Yahoo!'s computers, computer systems, and/or  
27 computer networks, and/or caused the denial of said services to authorized Yahoo! Mail users, in  
28 violation of California Penal Code § 502(c)(7).

///

1 77. Pursuant to California Penal Code § 502(e)(1), Yahoo! seeks compensatory  
2 damages, in an amount to be proven at trial, and injunctive relief for Yahoo!'s damage and loss  
3 suffered by Defendants' violations of Yahoo!'s computers and network, including the  
4 reasonable and necessary expenditures incurred by Yahoo! to verify that its data, computers,  
5 systems, and network were not damaged, altered or deleted by Defendants' unlawful access.

6 **FIFTH CLAIM FOR RELIEF**  
7 **CIVIL CONSPIRACY**

8 78. Plaintiff Yahoo! realleges and incorporates the allegations of paragraphs 1 through  
9 77 of this Complaint, as if set forth fully herein.

10 79. On information and belief, Defendants have conspired and combined with each  
11 other and with third parties to transmit unauthorized bulk e-mail messages to Yahoo!'s protected  
12 computers, which the conspirators knew would impair the operation of Yahoo!'s protected  
13 computer facilities.

14 80. On information and belief, Defendants have conspired to engage in practices  
15 designed to evade Yahoo! e-mail filters to frustrate Yahoo!'s efforts to protect its e-mail system  
16 from injury, in violation of the Computer Fraud & Abuse Act, 18 U.S.C. § 1030.

17 81. On information and belief, Defendants have conspired and combined with each  
18 other and with third parties to knowingly violate Yahoo!'s e-mail service provider policies by  
19 initiating unsolicited bulk e-mail advertisements and thereby using or causing to be used  
20 Yahoo!'s equipment located in California.

21 82. On information and belief, Defendants have conspired and combined with each  
22 other and with third parties to knowingly transmit unauthorized bulk e-mail messages to  
23 Yahoo!'s protected computers and thereby to use, disrupt and deny computer services, and  
24 access or provide access to Yahoo!'s protected computers in violation of California Penal Code  
25 § 502.

26 83. On information and belief, Defendants have formed and operated a civil conspiracy  
27 with each other and with one or more unascertained defendants and as a result, an act or acts  
28 done in furtherance of the common design have damaged Yahoo! as described above.

1 84. Yahoo! seeks compensatory damages and injunctive relief from the harm caused by  
2 Defendants' civil conspiracy.

3 PRAYER FOR RELIEF

4 WHEREFORE, plaintiff Yahoo! seeks judgment in its favor and against Defendants as  
5 follows:

6 A. Awarding Yahoo! compensatory damages from Defendants, in an amount to be  
7 proven at trial, for Yahoo!'s actual business damages and losses caused by Defendants' actions,  
8 including the costs of any corrective measures taken by Yahoo! to restore the reputation and  
9 goodwill of Yahoo! that has been damaged due to Defendants' actions, as well as the free  
10 advertising benefits Defendants' inured through their unlawful practices;

11 B. Awarding aggravated statutory damages from Defendants, in the amount to be  
12 proven at trial, for each Spam message sent by Defendants to reach Yahoo! users, pursuant to 15  
13 U.S.C. § 7706(g)(3);

14 C. Awarding Yahoo! punitive damages against Defendants in an amount sufficient to  
15 punish and deter these Defendants and others from similar malicious, oppressive, and fraudulent  
16 conduct in the future;

17 D. Granting preliminary and permanent injunctive relief under the provisions of the  
18 CAN-SPAM Act (15 U.S.C. § 7706(g)(1)(A)), the Federal Computer Fraud & Abuse Act (18  
19 U.S.C. § 1030), and state common laws, against Defendants, their agents, and all persons acting  
20 in concert or participating with Defendants, enjoining them from:

- 21 1. Establishing any accounts with Yahoo!'s electronic mail service;
- 22 2. Using Yahoo!'s computers and computer systems in connection with  
23 sending commercial e-mail messages;
- 24 3. Making unauthorized use of Yahoo!'s computers and computer systems;
- 25 4. Continuing to violate Yahoo!'s Terms of Service;
- 26 5. Continuing to violate the CAN-SPAM Act of 2003, or the California  
27 Computer Crime Statute; and

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

6. Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs 1 through 5 above;

E. Awarding Yahoo! and its attorneys its costs and attorneys' fees in prosecuting this action, pursuant to 15 U.S.C. § 7706(g)(4);

F. Awarding Yahoo! prejudgment interest on all profits and damages granted by this Court; and,

G. Granting Yahoo! such other or additional relief as this Court deems just and proper under the circumstances.

Dated: March 8, 2004

SONNENSCHN NATH & ROSENTHAL LLP

By:   
GAYLE M. ATHANACIO

Attorneys for Plaintiff  
Yahoo! Inc.

27161733

SONNENSCHN NATH & ROSENTHAL LLP  
685 MARKET STREET, 6<sup>TH</sup> FLOOR  
SAN FRANCISCO, CALIFORNIA 94105  
(415) 882-5000

# EXHIBIT A



[Yahoo! Home](#)

## Universal Anti-Spam Policy

Yahoo! encourages you to use our service as long as you abide by the [Yahoo! Terms of Service](#) and Yahoo!'s prohibition on spamming and unethical marketing activities. The following are some examples of spamming that may violate the Terms of Service and Yahoo!'s Universal Spam Policy:

- Manipulating identifiers, such as email headers, to disguise the origin of any content transmitted to or through Yahoo! computer systems.
- Relaying email from a third party's mail servers without the permission of that third party.
- Using or causing to be used Yahoo! computer systems to facilitate the transmission of unsolicited or unauthorized material. This includes any promotional materials, URLs, "junk mail," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation that you may upload, post, email, transmit, or otherwise make available.
- Using "robots" or otherwise harvesting other's email addresses from the Yahoo! site for purposes of sending unsolicited or unauthorized material.
- Uploading, posting, emailing, or transmitting the same message, URL, or post multiple times.
- Disrupting the normal flow of dialogue, or causing the screen to "scroll" faster than other users of the service are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real-time exchanges.

Certain Yahoo! services may have additional spam guidelines explaining appropriate conduct for those services. Those additional policies are incorporated by reference into the Yahoo! Universal Spam Policy. It is the user's responsibility to check each property's guidelines for additional details regarding spam.

Violations of our Terms of Service or this Universal Spam Policy may result in legal action against you and the termination, without notice, of your Yahoo! ID and/or anything associated with it, including, but not limited to, email accounts, clubs, posts, home pages, and profiles. Nothing in this policy is intended to grant any right to transmit email to or through Yahoo! computer systems. Yahoo! does not waive any rights by the failure to enforce this policy in every instance in which it might apply.

**NOTICE:** Sending unsolicited email advertisements to or through Yahoo! computer systems will use or cause to be used Yahoo! servers located in California. Any unauthorized use of Yahoo! computer systems is a violation of the Yahoo! Terms of Service, Universal Spam Policy, and certain federal and state laws, including the Computer Fraud and Abuse Act (18 U.S.C. § 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.

Please report violations of this Universal Spam Policy. [Learn more](#) about how to report spam.

### **Related Links**

Below are links to third-party sites with information relating to spam.

- [Marshall School of Law](#)
- [JunkEmail.org](#)
- [SpamCop.net](#)
- [CAUCE](#)
- [spam.abuse.net](#)

Copyright © Yahoo! Inc. All rights reserved. [Privacy Policy](#) - [Terms of Service](#)

<http://docs.yahoo.com/info/guidelines/spam.html>

3/5/2004



# BLUE SLIP SHEET



[Yahoo! Home](#) - [Yahoo!igans! Home](#)

## Terms of Service

### 1. ACCEPTANCE OF TERMS

Welcome to Yahoo!. Yahoo! provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://docs.yahoo.com/info/terms/>. In addition, when using particular Yahoo! services, you and Yahoo! shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules (including but not limited to our [Spam Policy](#)) are hereby incorporated by reference into the TOS. Yahoo! may also offer other services that are governed by different Terms of Service. For instance, different terms apply to homesteaders on [Yahoo! GeoCities](#), members of [Yahoo! Plus](#), or members of [SBC Yahoo! Dial](#) or [SBC Yahoo! DSL](#).

### 2. DESCRIPTION OF SERVICE

Yahoo! currently provides users with access to a rich collection of resources, including, various communications tools, forums, shopping services, personalized content and branded programming through its network of properties (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Yahoo! to provide the Service. You also understand and agree that the service may include certain communications from Yahoo!, such as service announcements, administrative messages and the Yahoo! Newsletter, and that these communications are considered part of Yahoo! membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Yahoo! properties, shall be subject to the TOS. You understand and agree that the Service is provided

"AS-IS" and that Yahoo! assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

Please be aware that Yahoo! has created certain areas on the Service that contain adult or mature content. You must be at least 18 years of age to access and view such areas.

### 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Yahoo! has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Yahoo! has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Yahoo! is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Service must create a Yahoo! Family Account. When you create a Yahoo! Family Account and add your child to the account, you certify that you are at least 18 years old and that you are the legal guardian of the child/children listed on the Yahoo! Family Account. By adding a child to your Yahoo! Family Account, you also give your child permission to access all of the Services including, email, message boards, instant messages and chat (among

others). Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Services and/or Content (as defined in Section 6 below) are appropriate for your child.

#### 4. YAHOO! PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://privacy.yahoo.com/>, or if you came from Yahoo!igans!, then see our Yahoo!igans! privacy policy at <http://www.yahoo!igans.com/docs/privacy/>.

#### 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Yahoo! of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Yahoo! cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

#### 6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Yahoo!, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Yahoo! does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to

Content that is offensive, indecent or objectionable. Under no circumstances will Yahoo! be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a Yahoo! official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose (please read our complete Spam Policy);
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code,

files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
  - l. "stalk" or otherwise harass another; or
  - m. collect or store personal data about other users.

You acknowledge that Yahoo! may not pre-screen Content, but that Yahoo! and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Yahoo! and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Yahoo! or submitted to Yahoo, including without limitation information in Yahoo! Message Boards, and in all other parts of the Service.

You acknowledge, consent and agree that Yahoo! may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the

TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Yahoo!, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by Yahoo! and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

#### 7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### 8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Yahoo! does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Yahoo! the following world-wide, royalty free and non-exclusive license(s), as applicable:

- With respect to Content you submit or make available for inclusion

on publicly accessible areas of Yahoo! Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific Yahoo! Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Yahoo! removes such Content from the Service.

- With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible area of the Service other than Yahoo! Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Yahoo! removes such Content from the Service.

- With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than Yahoo! Groups, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of the Yahoo! network of properties that are intended by Yahoo! to be available to the general public. By way of example, publicly accessible areas of the Service would include Yahoo! Message Boards and portions of Yahoo! Groups, Photos and Briefcase that are open to both members and visitors. However, publicly accessible areas of the Service would not include portions of Yahoo! Groups that are limited to members, Yahoo! services intended for private communication such as Yahoo! Mail or Yahoo!



Messenger, or areas off of the Yahoo! network of properties such as portions of World Wide Web sites that are accessible through via hypertext or other links but are not hosted or served by Yahoo!.

#### 9. INDEMNITY

You agree to indemnify and hold Yahoo!, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

#### 10. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Yahoo! I.D.), use of the Service, or access to the Service.

#### 11. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Yahoo! may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Yahoo!'s servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Yahoo! has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Yahoo! reserves the right to log off accounts that are inactive for an extended period of time. You further

acknowledge that Yahoo! reserves the right to modify these general practices and limits from time to time.

## 12. MODIFICATIONS TO SERVICE

Yahoo! reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Yahoo! shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## 13. TERMINATION

You agree that Yahoo! may, *under certain circumstances and without prior notice*, immediately terminate your Yahoo! account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. Termination of your Yahoo! account includes (a) removal of access to all offerings within the Service, including but not limited to Yahoo! Mail, Groups, Messenger, Chat, Domains, Personals, Auctions, Message Boards, Greetings, Alerts and Games, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in Yahoo!'s sole discretion and that Yahoo! shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service.

## 14. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including

payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Yahoo! shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

#### 15. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Yahoo! has no control over such sites and resources, you acknowledge and agree that Yahoo! is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Yahoo! shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

#### 16. YAHOO!'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Yahoo! or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Yahoo! grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy,

modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Yahoo! for use in accessing the Service.

#### 17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YAHOO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YAHOO! MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- b. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH
- c.

- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YAHOO! OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YAHOO! SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YAHOO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO

THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

**19. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

**20. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS**

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 17 and 18 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. Yahoo! and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

**21. NO THIRD PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

**22. NOTICE**

Yahoo! may provide you with notices, including those regarding changes to the TOS, by either email, regular mail, or postings on the Service.

### 23. TRADEMARK INFORMATION

The YAHOO!, Yahoo! logo, YAHOO! (in Chinese Characters), YAHOO!IGANSI, the Yahoo!igans! logo, Jumpin' Y Guy logo, DO YOU YAHOO!?, Y!, Y! logo, MY YAHOO!, Y! and Star logo, YAHOO! YODEL, YAHOO! EVERYWHERE, YAHOO! GROUPS, YAHOO! MAIL OUTPOST, YAHOO! VISION, Eyeballs logo, 12 DAYS OF GIVING, 1800MYAHOO, ACCENTRIC, BETTER JOBS FOR A BETTER LIFE, BINGO, BROADCAST.COM, CAMP YAHOO!, CORPORATE YAHOO!, CYBERSET, EGROUPE, FANTASY CAREERS, FOR ALL THAT SURFING YOU NEED THE RIGHT BOARD, FORTIFIED WITH YAHOO!, FUTUREBUILDER, GAMEPROWLER, GAMEPROWLER logo, GEOCITIES, GEOCITIES logo, GEOCITIES (in Chinese Characters), GET LOCAL, Hexagon Design, HOPE FOR THE HOLIDAYS, HOTJOBS, HOW DO YOU MOVE YOUR MONEY?, HUMAN COUPON, IMVIRONMENTS, INKTOMI, INTERNET AT THE SEPPED OF YOU, INVOLVEMENT BRANDING, IPO ROW, IT'S BLOCKS, LIVING ROOM ACTIVE, MATCHCAST, NAVAL COMMAND, PERMISSION MARKETING, PERSONAL EDGE, PERSONAL NOTES HOSTED BY DAVE KOZ, RESLEX, RESUMIX, ROCKETMAIL, SAFETY SHIELD, SCALING THE INTERNET, SHOPFIND, SOFTSHOE, SPORTSTREAM and Design, Star Design, STATTRACKER, THE BIG PICTURE, THE EXPERIENCED PROFESSIONAL'S JOB BOARD, THE ORIGINAL TEXAS YA-HOO CAKE CO. and Design, THE WEB'S HOTTEST JOBS, TOKI TOKI BOOM, TRAFFIC CONTROLLER, TRAFFIC SERVER, TURN IT ON, VALUELAB, VIVASMART, WEB CORPS, the Web Corps logo, WORD RACER, WORDAHOLIC, WORKWORLD, WWWHOTJOBS.COM, YEF, and YOUR HOME ON THE WEB trademarks and service marks and other Yahoo! logos and product and service names are trademarks of Yahoo! Inc. (the "Yahoo! Marks"). Without Yahoo!'s prior permission, you agree not to display or use in any manner, the Yahoo! Marks.

**24. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF  
COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT**

Yahoo! respects the intellectual property of others, and we ask our users to do the same. Yahoo! may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. 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 provide Yahoo!'s Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. 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;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Yahoo!'s Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:  
Daniel Dougherty  
Copyright Agent  
c/o Yahoo! Inc.  
701 First Avenue  
Sunnyvale, CA 94089



By phone: (408) 349-5080

By fax: (408) 349-7821

By email: [copyright@yahoo-inc.com](mailto:copyright@yahoo-inc.com)

## 25. GENERAL INFORMATION

*Entire Agreement.* The TOS constitute the entire agreement between you and Yahoo! and govern your use of the Service, superseding any prior agreements between you and Yahoo!. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Yahoo! services, affiliate services, third-party content or third-party software.

*Choice of Law and Forum.* The TOS and the relationship between you and Yahoo! shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Yahoo! agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California.

*Waiver and Severability of Terms.* The failure of Yahoo! to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS 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 TOS remain in full force and effect.

*No Right of Survivorship and Non-Transferability.* You agree that your Yahoo! account is non-transferable and any rights to your Yahoo! I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

*Statute of Limitations.* 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 TOS must be filed within one (1) year after such claim

or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

## 26. VIOLATIONS




Please report any violations of the TOS to our Customer Care group.

---

Copyright © 2004 Yahoo! Inc. All rights reserved. [Privacy Policy](#)

# EXHIBIT B

File Edit View Tools Message Help

 Reply	 Reply All	 Forward	 Print	 Delete	 Previous	 Next	 Addresses
---	---	---	---	--	--	--	---

**From:** denunsiasie durcisseurs  
**Date:** Monday, January 19, 2004 12:08 AM  
**To:** oscarz305@yahoo.com; abrogating@yahoo.com; harper63@yahoo.com; jen\_brian1998@yahoo.com  
**Subject:** In Debt? Don't postpone

**get to the bottom of Your Debt tribulations**  
 Visit Our Site

our brilliant Debt consolidation program is a risk free procedure that uses third parties to consult with creditors on your behalf.

**Debt Consolidation Solutions Will aid You**

un-subscribe: here

[Check out the coupons and bargains on MSN Offers!](#)

File Edit View Tools Message Help

Reply Reply All Forward Print Delete Previous Next Addresses

**From:** Zail Washob  
**Date:** Friday, October 31, 2003 3:19 AM  
**To:** ddc36@yahoo.com; ammazei2002@yahoo.com; laporte2@yahoo.com; ml74@yahoo.com; kstamur@yahoo.com; c\_duone@yahoo.com; imileyjordan@yahoo.com; hmanfred@yahoo.com; ksarbu@yahoo.com; darkmnrx\_110@yahoo.com; kurtms@excite.com; kwickl@yahoo.com; mlindgren1@excite.com; leadroom@yahoo.com; llanchenxu@yahoo.com; kraahna@yahoo.com; a\_inhnpantboy@yahoo.com; bobert90@yahoo.com; pncss7971@excite.com  
**Subject:** Complimentary Life Insurance Quotes Online

Life Insurance Is Very Important

[udh Q g3 Please Visit Our Webiste 8Mw7 5PrS](#)

[udh Q g3 Please Visit Our Website 8Mw7 5PrS](#)

[here and unsubscribe your email](#)

File Edit View Tools Message Help

 Reply  Reply All  Forward  Print  Delete  Previous  Next  Addresses









**From:** harry  
**Date:** Friday, December 19, 2003 9:51 AM  
**To:** shannon0530@yahoo.com; nayelleizabeth@yahoo.es; plant\_138@yahoo.co.uk; encircles@yahoo.com  
**Subject:** Past Due Accounts #

**Non Profit Debt Consultation!**  
**[Visit Here And Read How We Can Help](#)**

If you're having debt problems, or would like to simplify things to help pay off your debt you may benefit from what we have to offer.

**Debt Consolidation will help you become debt free!**

[unsubscribe your email now here](#)

 Reply	 Reply All	 Forward	 Print	 Delete	 Previous	 Next	 Addresses
---	---	---	---	--	--	--	---

**From:** cassell  
**Date:** Saturday, December 20, 2003 4:45 AM  
**To:** dkr2003@yahoo.com; bikerbit88@yahoo.com; franxyxx@yahoo.com; dft\_gator@yahoo.ca; brushlike@yahoo.com  
**Subject:** Payment Past Due, Account

**No Cost Debt Consultation!**  
**[Press Here For Helpful Information](#)**

With debt consolidation, you can reduce your monthly payments and debt levels.

**Take Control of Your Finances**

[To stop future mail here](#)

File Edit View Tools Message Help

Reply Reply All Forward Print Delete Previous Next Addresses

**From:** Stankey  
**Date:** Friday, October 31, 2003 2:12 PM  
**To:** botak\_js@yahoo.com; sheldeny@excite.com; shorthanus11@yahoo.com; cinderellnpc@yahoo.com; amviv@excite.com; rwfan02\_22@yahoo.com; clayton\_riley@excite.com; mrtle1@excite.com; apb.2524@yahoo.com; myasasin@yahoo.com; kkmann2000@yahoo.com; aismwan@yahoo.com; jerwy65459@yahoo.com; bcurry2@excite.com; jdtz74464@yahoo.com; natpde\_bauer@yahoo.com; p\_fdiry00@yahoo.com; hudsonrdiane@yahoo.com; pavehruz@yahoo.com; especiallyforyou@excite.com  
**Subject:** Would You Like A Free Vacation?

**Fly For Free Right Now**

**[w6AD JK3O Visit Our Website Now nh 5d](#)**

**[w6AD JK3O Visit Our Website Now nh 5d](#)**

**[unsubscribe your email now here](#)**



File Edit View Tools Message Help

 Reply	 Reply All	 Forward	 Print	 Delete	 Previous	 Next	 Addresses
---	---	---	---	--	--	--	---

**From:** cebolite aphus  
**Date:** Saturday, January 17, 2004 8:31 PM  
**To:** elapses@yahoo.com; nearlarrn@yahoo.com; dragonland1976@yahoo.com; jimbo8115@yahoo.com  
**Subject:** Mortgage&#x020;Rate&#x000073; Are Tumb&#x06C;in&#x0067;!

**Free Mortgage Loan Quote**  
[Check It Out Here](#)

Our network of over 1000 home loan lenders and mortgage brokers will be matched with your lending criteria, to get you the best possible mortgage rate.

**We Shop For The Best Rates So You Don't Have To!**

[Please unsubscribe me did: here](#)

[Learn how to choose, serve, and enjoy wine at Wine @ MSN.](#)