

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

(_____ Division)

CASE NO. _____ -CIV- _____

UNIVERSAL COMMUNICATION)
SYSTEMS, INC. (A Nevada Corporation),)
MICHAEL J. ZWEBNER (individually) &)
Others Similarly Situated)

Plaintiffs

vs.

LYCOS INC. & TERRA LYCO, INC.)
dba THE LYCOS NETWORK)

Defendants

04-21618

CIV - MARTINEZ

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FILED BY _____ D.C.

COMPLAINT - CLASS ACTION

The is an action by the PLAINTIFF, UNIVERAL COMMUNICATION SYSTEMS, INC. (herein also "UCSY" or "PLAINTIFF") and Michael J. Zwebner (herein also "ZWEBNER" or "PLAINTIFF") against the Defendants, LYCOS, INC. & TERRA LYCOS, INC. *dba* THE LYCOS NETWORK (collectively "DEFENDANTS"), the publisher of the RAGING BULL web site, specifically, the publisher of the UCSY financial message board(s) appearing upon such web site.

NATURE OF ACTION

The PLAINTIFFS' claims against the LYCOS INC., TERRA LYCOS, INC, and THE LYCOS NETWORK, are for (a) violation of *Mass. Gen. Law (MGLA) §93A* for consumer fraud, (b) violations of *47 USC §223* for Cyber Stalking, and (c) violation of *F.S. § 495.151. et seq.* for dilution of UCSY's trade name. The foregoing claims are based, in part, upon the

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misrepresentations contained in the solicitation for a subscription to THE LYCOS NETWORK, as set forth in the PLAINTIFFS' *Subscriber Agreement* (a Massachusetts contract) with the DEFENDANTS.

CLASS ACTION ALLEGATIONS

1. The Corporate Plaintiff, UCSY, is a publicly traded company, which has been the object of numerous anonymous false, defamatory and harassing postings on one or more message boards hosted by the Defendants.

2. The individual Plaintiff, ZWEBNER, is an officer and director of UCSY, who has been the object of numerous anonymous false, defamatory and harassing postings on one or more message boards hosted by the Defendants.

3. The corporate Plaintiff is one of several hundred companies which has been the object of numerous anonymous false, defamatory and harassing postings on one or more message boards hosted by the Defendants.

4. The individual Plaintiff, ZWEBNER, is one of several hundred officers and directors of companies who has been the object of numerous anonymous false, defamatory and harassing postings on one or more message boards hosted by the Defendants.

5. The claims asserted herein by the above named Plaintiffs present questions of fact and law that are common to all members of the classes to which these Plaintiffs belong.

6. The claims and/or defense of the above named Plaintiffs are typical of the claims and defenses of the members of the classes to which the Plaintiffs belong.

7. The Plaintiffs are representative of each of the classes of Plaintiffs set forth herein, and shall fairly and adequately protect the interest of each of these classes.

8. The Defendants named herein comprise the class of defendants against whom the following claims are asserted.

PARTIES

9. The Plaintiff, UCSY, is a corporation that is organized and existing under the laws of the State Of Nevada. UCSY is a public company that is listed on NASDAQ over-the-counter, bulletin board. The ticker symbol for UCSY is “UCSY”, the same as the shorthand identifier in these pleadings. The Plaintiff, UCSY, maintains its corporate offices in the city of Miami Beach, Florida.

10. The Plaintiff, ZWEBNER, is a citizen of the United Kingdom and of the State Of Israel, whose principle residence is within the State Of Israel. ZWEBNER also maintains a second residence within the city of Miami Beach, Florida. ZWEBNER is the Chairman of the Board of Directors of UCSY and its Chief Executive Officer.

11. Upon information and belief, the Defendant, LYCOS, INC. is company organized and existing under the laws of the Commonwealth of Massachusetts. LYCOS, INC. principle place of business is within the city of Waltham, Massachusetts. Upon information and belief, the Defendant, LYCOS, INC., and/or its affiliated companies, TERRA LYCOS, INC., has office in the city of Miami, Dade County, Florida.

12. THE LYCOS NETWORK is a wholly owned subsidiary, or division, of DEFENDANT, LYCOS INC., and/or TERRA LYCOS, INC., and operates an array of web sites available from the DEFENDANTS, including the RAGING BULL . Upon information and belief, THE LYCOS NETWORK operates from the LYCOS, INC. and/or TERRA LYCOS, INC. offices in Waltham, Massachusetts.

Jurisdiction & Venue

13. This is a civil action arising under Federal and State law, between citizens of diverse jurisdictions, wherein the amount in controversy exceeds \$75,000. The Complaint also seeks injunctive relief.

14. The claims asserted herein arise under both Federal and State Law, including specifically, under *MGLA §93A* (Massachusetts General Laws, *MGLA §93A* (for Consumer Fraud); *47 USC §220* (a private/implied right of action for Cyber Stalking), and *F.S. 495.151, et seq.* (for Trade Name Dilution).

15. This Court has jurisdiction over the parties and the Federal claims asserted herein under 28 USC 1331 & 1332; and, over the State claims under this Court's Supplemental Jurisdiction, in that such State Claims are so related to the above Federal claims that they form part of the same case and controversy.

16. Venue is proper in this District pursuant to *28 USC §§1391(b) & (c)*.

Background Facts & Parties

17. Since as early as about September 1998 up to June 2002, Plaintiff, ZWEBNER, was the Chairman of *Talk Visual Corporation*— a public company which trades in equity markets on the national stock exchange (NASDAQ) under the NASDAQ ticker symbol “TVCE” (formerly “TVCP”); and, from about November 2001, up to and including the present, Chairman of *Universal Communication Systems Inc.*, (UCSY) - a public company which trades in equity markets on the national stock exchange (NASDAQ) under the NASDAQ ticker symbol “UCSY”.

18. The DEFENDANTS operate and maintain a website called the RAGING BULL, which is dedicated to providing commercial information and financial services to a LYCOS authorized user (also herein "Subscriber") to THE LYCOS NETWORK, which includes the RAGING BULL web site.

19. The DEFENDANTS condition access to THE LYCOS NETWORK upon a registration process wherein a potential Subscriber (a) first reviews and (b) then accepts the *Terms & Condition* to a Massachusetts contract, referenced herein as also a "Subscriber Agreement" or "User Agreement", annexed hereto as *Exhibit "1"*.

20. According to the conditions set forth in the "Subscriber Agreement" or "User Agreement", all potential Subscribers to THE LYCOS NETWORK (including the RAGING BULL web site) are required to register under their true identities, specifically, their real names and provide accurate contact information, Subscriber Agreement, Paragraph (3). Notwithstanding, registration is accorded to individuals, based upon false information; and, DEFENDANTS permit such individuals access to THE LYCOS NETWORK, without question or verification of such registration information. Thus, once such access is accorded, the Subscriber is permitted to sign-on to any of the DEFENDANTS' sponsored sites, including the RAGING BULL, utilizing his "screen names" or "alias", and thereby conceal his true identity.

21. One of the features of the RAGING BULL web site is the ability of a Subscriber to create a message board dedicated to a particular business or enterprises. The DEFENDANTS suggest that a Subscriber use a particular business or enterprises "ticker symbol" on the stock exchange, as a means of identification of the message board.

COUNT I
(Consumer Fraud – Mass. Gen. Law §93A)

22. The PLAINTIFFS incorporate paragraph (1) to (21), as if restated herein.

23. The PLAINTIFF, UCSY, is neither a subscriber to THE LYCOS NETWORK, nor has it ever assented to the DEFENDANTS' use of its trade name in any of its commercial activities, or DEFENDANTS' use of the "UCSY" ticker symbol, on any of the commercial web sites sponsored/maintained by DEFENDANTS. Accordingly, all reference to the PLAINTIFF, UCSY, in the promotion or use of its commercial activities on THE LYCOS NETWORK is without authorization or approval of the PLAINTIFF, UCSY.

24. The PLAINTIFF, ZWEBNER, is a subscriber to THE LYCOS NETWORK by virtue of (a) his truthful and accurate completion of DEFENDANTS' on-line registration requirements for access to their RAGING BULL web site, and (b) DEFENDANTS' acknowledgement of acceptance of ZWEBNER's registration at their corporate offices within the their offices at Waltham, Massachusetts. As a result of completion of DEFENDANTS' registration requirement, the PLAINTIFF, ZWEBNER, was assigned the screen name or alias "MICHAELJ123"

25. The DEFENDANTS' Subscriber Agreement with PLAINTIFF, ZWEBNER, which is formed, as set forth in paragraph (24) above, represents, in Paragraphs (2) and (6), that

- (a) DEFENDANTS have the ability to enforce, and intend to enforce, the *Terms & Conditions* and *Conditions and Restrictions On Use* of the RAGING BULL web site;

- (b) DEFENDANTS have the ability to terminate, and intend to terminate, subscriber access to the RAGING BULL web site for violation of the *Terms & Conditions* and *Conditions and Restrictions On Use* of the RAGING BULL web site; and
- (c) DEFENDANTS have the ability to identify violators, and intend to identify violators, of the *Terms & Conditions* and *Conditions and Restrictions On Use* of the LYCOS Subscriber Agreement, and, thereafter, prevent their future access to the RAGING BULL web site;

26. The *Terms & Conditions* and *Conditions and Restrictions On Use* (Exhibit "1", Paragraph (2)), of the DEFENDANTS' Subscriber Agreement, including the provisions referenced herein in paragraph (25) above, are structured (at least on the surface) to prevent misuse of the RAGING BULL web site AND to protect the Subscribers thereto from the *Prohibited Conduct* (Exhibit "1", Paragraph (6)) set forth therein.

27. The RAGING BULL web site includes a message board devoted to "UCSY", which was created by someone other than the PLAINTIFFS, and whose identity is unknown to PLAINTIFFS.

28. Since about the year 2000, the UCSY message board has included more than 35,000 postings by DEFENDANTS' Subscribers, including several thousand postings by Mr. Roberto G. Villasenor (herein also "VILLASENOR").

29. Upon information and belief, VILLASENOR has posted thousands of messages on the UCSY message board hosted by DEFENDANTS under one of the more of the following screen (fictitious) names/aliases: The Worm_06; The Worm_06A; SCRI_852; No_Insiders; 65175R; Henry_Johnson123; Tobias95; and Crawley Smith, to name a few, calculated to harass Plaintiffs, and cause harm to them commercially, professionally and personally.

30. Upon information and belief, VILLASENOR continues to post false and defamatory messages on the UCSY message board hosted by DEFENDANTS on the RAGING BULL web site, which are calculated to harass Plaintiffs, and cause harm to them commercially, professionally and personally.

31. These postings on the UCSY message board by VILLASENOR and possibly others include: false and malicious accusations against PLAINTIFF, ZWEBNER, relating to criminal misconduct - suborning perjury of a witness in litigation, (August 4, 2003, Post No. 18025); money laundering, (August 4, 2003, Post No. 18025); manipulation of securities markets, (August 4, 2003, Post No. 18028); illegal arms trading, May 20, 2003, Post No. 169,803); affiliation with international terrorists (August 13, 2003, Post No.169327; August 13, 2003, Post No. 169312; August 13, 2003, Post No. 169,311), and on and on and on....!

All of the foregoing posting on DEFENDANTS RAGING BULL web site, under the message board identified by DEFENDANT, using the UCSY stock ticker symbol, also necessarily adversely affect, and are calculated to undermine investor confidence, dissuade investors from purchasing UCSY stock, and depress the stock price of UCSY, a publicly traded stock.

32. The PLAINTIFFS have repeatedly advised the DEFENDANTS in writing of the objectionable postings appearing upon the UCSY message board (of the type referenced above in paragraph (31)); and, have explicitly requested (a) the removal of the objectionable postings and (b) that the individuals responsible for such objectionable postings be prohibited from further access to DEFENDANTS LYCOS NETWORK, to no avail. More specifically, when the DEFENDANTS have made a token effort at enforcement of the Subscriber Agreement against individuals engaged in *Prohibited Conduct*, and suspended or cancelled the access of such

individuals to THE LYCOS NETWORK under a registered alias, these same individuals have immediately returned to THE LYCOS NETWORK under another alias, thereby circumventing the protections purportedly afforded to the Subscribers, who have been target for such abuse, PLAINTIFFS' correspondence to DEFENDANTS annexed hereto as Composite ***Exhibit "2"***.

33. The abuses, such as set forth in paragraph (31) above, include the *Prohibited Conduct*, as set forth in the DEFENDANTS' Subscriber Agreement.

34. The enforcement of the *Terms & Conditions* and *Conditions & Restrictions On Use* of the Subscriber Agreement, are intended for the protection of all of the subscribers of THE LYCOS NETWORK, including the PLAINTIFFS, who have and continue to be targeted by such abusive and offensive postings.

35. The DEFENDANTS' Subscriber Agreement is incapable of effective enforcement and protection of subscribers, who are the target of abuse by other subscribers, because of the superficial and transparent registration process through which the DEFENDANTS authorize user access to THE LYCOS NETWORK. More specifically, the DEFENDANTS' registration process for authorization of access to THE LYCOS NETWORK is based upon unverified information, and, thus, the DEFENDANTS are unable to enforce compliance with the *Terms & Conditions* and *Conditions and Restrictions On Use* of the DEFENDANTS' *Subscriber Agreement*. The DEFENDANTS' *Subscriber Agreement* is, thus, in violation of Federal policy (47 USC §230(b)(5)) and Federal law (47 USC §231(a)(2)), which conditions the use of the public telecommunication facility, upon the DEFENDANTS the ability, by application of effective electronic means or otherwise, to identify violators of the Federal criminal laws, (e.g. 47 USC §223), and, to thus protect individuals and companies who are the targets of abuse, threats and harassment.

36. At the time of the DEFENDANTS' solicitation of subscribers, including the PLAINTIFFS, to THE LYCOS NETWORK, DEFENDANTS knew, or should have known, that their Subscriber Agreement with PLAINTIFFS, was both (a) ineffective to protect the PLAINTIFFS from individuals who engage in the *Prohibited Conduct* recited in the Subscriber Agreement; and, (b) their inability to conform to Federal policy and law, as set forth in paragraph (35).

37. At the time of PLAINTIFFS' registration as an authorized user of THE LYCOS NETWORK, the PLAINTIFFS reviewed the *Terms & Conditions*, of the DEFENDANTS' Subscriber Agreement, and relied upon the representations set forth therein, including DEFENDANTS' list of *Prohibited Conduct*, and the DEFENDANTS' representations of their ability to effectively enforce individual compliance with the *Conditions & Restriction On Use* of THE LYCOS NETWORK, including specifically, their RAGING BULL web site.

38. As a result of the inducement of PLAINTIFFS to enter into DEFENDANTS' Subscriber Agreement, DEFENDANTS' have knowingly exposed the PLAINTIFFS to the harassment and abuse from individuals who have been authorized by DEFENDANTS to use THE LYCOS NETWORK, as set forth in paragraphs 25 to 37, inclusive, resulting in injury to PLAINTIFFS..

WHEREFORE, the PLAINTIFFS demand judgment against the DEFENDANTS for actual and consequential damages in the amount of \$100M, or according to proof.

COUNT II
(Cyber Stalking - 47 USC §223)

39. The PLAINTIFFS incorporate paragraph (1) to (38) as if restated herein.

40. The PLAINTIFFS have the right to be and remain free from abuse, harassment and ridicule.

41. The DEFENDANTS have, operate and control a commercial telecommunication facility for profit; and, the profit derived there from is dependent, in part, upon the number of subscribers and frequency of use of such facility by DEFENDANTS' subscribers.

42. The DEFENDANTS' telecommunications facility has and continues to be used to transmit and publish comments, suggestions, images and other communications from their authorized subscribers, which are calculated to annoy, abuse, threaten and harass the PLAINTIFFS.

43. The PLAINTIFFS have repeatedly requested the DEFENDANTS to take effective measures to curtail these comments, suggestions, images and other communications from their authorized subscribers, who have and continue to annoy, abuse, threaten and harass the PLAINTIFFS.

44. The DEFENDANTS have failed to curtail the use of their telecommunications facility by their authorized subscribers who have and continue to annoy, abuse, threaten and harass the PLAINTIFFS.

45. The DEFENDANTS actions, as set forth hereinabove in paragraphs (41) to (44), have been with the knowledge and deliberate indifference as to the content of the comments, suggestions, images and other communications relative to the PLAINTIFFS, and/or the effect of such of comments, suggestions, images and other communications upon the PLAINTIFFS.

46. As a direct and proximate result of the DEFENDANTS' conduct and deliberate indifference, the PLAINTIFFS have been injured, including the infliction of emotional distress to PLAINTIFF, ZWEBNER.

WHEREFORE, the PLAINTIFFS demand judgment against the DEFENDANTS for actual and consequential damages in the amount of \$100M or according to proof.

The PLAINTIFF, UCSY, also requests that this Court enter a mandatory injunction requiring the DEFENDANTS to

- (a) permanently and irrevocably delete any and all postings on DEFENDANTS RAGING BULL web site that appear on the UCSY message board;
- (b) permanently and irrevocably delete the UCSY message board; and
- (c) enjoin the DEFENDANTS from creation and maintaining of a UCSY message board.

COUNT III

(Dilution Of Trade Name – F.S. § 495.151. et seq.)

47. The PLAINTIFFS incorporate paragraph (1) to (46) as if restated herein.

48. The PLAINTIFF, UCSY, is an international company, based in Miami Beach, Florida, that has been engaged in the provision of telecommunications services (wireless broadband internet services), and more recently, in the development of a proprietary and patented technology for water extraction systems that have application in civilian and government markets (e.g. military).

49. The PLAINTIFF, UCSY, has and continues to solicit public funds for the development of its business, and the integrity and credibility of the company is vital to attract investors, raise private capital and contract with customers for its products.

50. The PLAINTIFF, UCSY, has and continues to invest tens of thousands of dollars in the promotion of the UCSY image, and in the promotion of the UCSY products under the

UCSY name and logo, and, under its NASDAQ over-the-counter Bulletin Board ticker symbol “UCSY”, UCSY promotional brochure annexed hereto as *Exhibit “3”*.

51. The DEFENDANTS’ have been made aware that certain of the posting by its subscribers on the UCSY message board on the RAGING BULL web site are false and misleading relative to the UCSY company image and to the UCSY products.

52. The PLAINTIFFS have repeatedly requested that DEFENDANTS curtail the dissemination of such false and misleading information by its authorized subscribers on the RAGING BULL web site, and, further, that they deny its authorized subscribers access to THE LYCOS NETWORK, to prevent further posting of false and misleading information relative to the UCSY company image and to the UCSY products.

53. The DEFENDANTS have either been ineffective in removal of such false and misleading postings on the RAGING BULL web site, and/or ignored the PLAINTIFFS’ repeated requests to remove such false and misleading postings from the RAGING BULL web site.

54. The PLAINTIFF, UCSY, is neither a subscriber to THE LYCOS NETWORK, nor has it ever assented to the DEFENDANTS’ use of its trade name, or to its ticker symbol, on any of the web sites sponsored/maintained by DEFENDANTS. Accordingly, all reference to the PLAINTIFF, UCSY, in the promotion or use of its commercial activities on THE LYCOS NETWORK is without authorization or approval of the PLAINTIFF, UCSY.

55. The DEFENDANTS’ publication and continued dissemination of false and misleading information as to the UCSY company image and to the UCSY products, has and shall continue, to tarnish, dilute and/or otherwise detract from the UCSY trade name and the cache associated with such trade name.

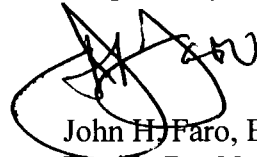
55. As a direct and proximate result of the DEFENDANTS' acts and omissions as set forth herein, the Plaintiff, UCSY has been injured.

WHEREFORE, the PLAINTIFF, UCSY, demands judgment against the DEFENDANTS for actual and consequential damages in the amount of \$100M, or according to proof.

The PLAINTIFF, UCSY, also requests that this Court enter a mandatory injunction requiring the DEFENDANTS to

- (a) permanently and irrevocably delete any and all postings on its RAGING BULL web site that appear on the UCSY message board;
- (b) permanently and irrevocably delete the UCSY message board; and
- (c) enjoin the DEFENDANTS from creation and maintaining of a UCSY message board.

Respectfully,



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EXHIBIT “1”

Terms And Conditions

Legal Information

GENERAL TERMS AND CONDITIONS

INTRODUCTION AND TABLE OF CONTENTS

Welcome to the Lycos Network, owned and produced by Lycos, Inc. and its subsidiary and affiliate corporations, successors, and assigns (collectively referred to as "Lycos"). The Lycos Network currently consists of various web pages at or linked to the URLs www.lycos.com, www.gamesville.com, www.tripod.com, www.angelfire.com, mail.lycos.com, www.quote.com, www.ragingbull.com, www.wired.com, www.hotbot.com, www.whoohere.com, www.sonique.com, www.hotwired.com, www.webmonkey.com, www.lycoszone.com, www.animationexpress.com, www.htmlgear.com and www.matchmaker.com collectively referred to as the "Lycos Network," which may expand or change from time to time). The Lycos Network is currently one of the most visited hubs on the Internet. The Lycos Network provides leading Web search and navigation, communications and personalization tools, great massively-multiplayer real-time games with cash prizes, homepage building and Web community services, a cutting-edge shopping center and more. Integrated, these sites help each individual user locate, retrieve and manage information tailored to his or her personal interests. Unless explicitly stated otherwise, any new Products and Services (as defined below), including the addition of new Lycos Network properties shall be subject to these Terms and Conditions.

Lycos makes available a variety of products and services through the Lycos Network (collectively, the "Products and Services") subject to these General Terms and Conditions ("Terms and Conditions"). In addition, there are a variety of special products and services offered through the Lycos Network that have separate registration procedures and separate terms and conditions, terms of service, user agreements, or similar legal agreement. When you are using any service or product on the Lycos Network that does not have a separate legal agreement, the Terms and Conditions set forth here will apply. Lycos also may supplement the Terms and Conditions with posted guidelines or rules applicable to specific areas of the Lycos Network. In addition, the Lycos Network also may offer other services from time to time that are governed by the terms of service of the respective service partners.

Because the Terms and Conditions contain legal obligations, please read them carefully.

Please direct any legal questions to:

General Counsel
Lycos, Inc.
100 5th Ave
Waltham, Massachusetts 02451

The Terms and Conditions contain a variety of provisions that are generally applicable to the Products and Services and some provisions that apply to particular Products and Services. The following is a list of links to the various provisions in the Terms and Conditions. The headings contained in these provisions, and reflected in these links, however, are solely for your convenience and have no legal import. While this list of links may help you locate particular provisions, you should

understand that you will be bound by the entire Terms and Conditions.

1. [Acceptance](#)
2. [Conditions and Restrictions on Use](#)
3. [Registration and Privacy](#)
4. [Responsibility for Minors](#)
5. [Parental Controls and Child Safety](#)
6. [Member And User Conduct](#)
7. [License to Member Web Pages and Other User Content](#)
8. [Quote.com and Raging Bull](#)
9. [Sonique](#)
10. [Disclaimer of Warranties](#)
11. [Limitation of Liability](#)
12. [Removal of Links](#)
13. [Disclaimer Regarding Third Party Content](#)
14. [Web Publishing](#)
15. [Storage](#)
16. [Lycos Communities Guidelines - Chat, Clubs, Message Boards](#)
17. [Lycos Shopping](#)
18. [Lycos Gamesville](#)
19. [Disclaimer Regarding Multimedia Search and Other Pictures, Movies, Streams and Sounds Located Through the Lycos Network Search Services](#)
20. [The Lycos Network Image Gallery Disclaimer](#)
21. [Lycos Computers Download and Shareware Guide Disclaimer](#)
22. [Tax Guides Disclaimer](#)
23. [Investment Information Disclaimer](#)
24. [Professional Information Disclaimer](#)
25. [Open Directory Disclaimer](#)
26. [Advertisers and Content Linked to the Lycos Network](#)
27. [The Lycos Network Logos and Search Boxes](#)
28. [No License; Intellectual Property Rights of Lycos and Others](#)
29. [Indemnity and Release](#)
30. [Limitation of Action](#)
31. [Copyright, Trademark, and Patent Notices](#)
32. [Intellectual Property Infringement Claims](#)
33. [Arbitration, Governing Law, and Forum for Disputes](#)
34. [Changes in Terms and Conditions and Changes in Products and Services](#)
35. [Merger](#)
36. [Non-Waiver and Separability](#)
37. [Relationship of Parties](#)
38. [No Resale, Assignment, or Sublicensing](#)
39. [Successors and Assigns](#)
40. [Termination; Survival](#)
41. [Communication with Users](#)
42. [Submissions of Ideas](#)
43. [Export Controls](#)
44. [Standard Advertising Terms and Conditions](#)
45. [Violation of Terms and Conditions](#)
46. [Matchmaker.com](#)
47. [Lycos Messenger](#)
48. [Mail](#)
49. [Search Software \(Sidesearch and Hotbot Desktop\)](#)

1. ACCEPTANCE

By using the Products and Services, you agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual Lycos Network web site, Product or Service. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions.

2. CONDITIONS AND RESTRICTIONS ON USE

Use of the Products and Services is subject to compliance with these Terms and Conditions. You acknowledge and agree that Lycos may terminate your access to the Lycos Network or to any of the Products and Services should you fail to comply with the Terms and Conditions or any other guidelines and rules published by Lycos. Any such termination shall be in Lycos' sole discretion and may occur without prior notice, or any notice. Lycos further reserves the right to terminate any user's access to the Lycos Network or to any of the Products and Services for any conduct that Lycos, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to Lycos or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. Lycos further reserves the right to terminate any user's access to the Lycos Network or to any of the Products and Services for any reason or for no reason at all, in Lycos' sole discretion, without prior notice, or any notice.

In order to use the Products and Services, users must have access to the World Wide Web and must navigate the Internet to <http://www.lycos.com/> or another of the URLs associated with the Lycos Network. Be aware that the majority of the Lycos Network is for general audiences, although there are certain areas on the Lycos Network that contain adult or mature content and different areas where content is specifically created for children under 13 years of age. Where there is mature or adult content, individuals who are less than 18 years of age or are not permitted to access such content under the laws of any applicable jurisdiction may not access such content. There are also other (mainly commerce-related) areas of the Lycos Network not open to persons under 18 years of age. With respect to general audience content, if Lycos learns that anyone under the age of 13 has accessed the Products and Services, Lycos will require verified parental consent, in accordance with the Children's Online Privacy Protection Act of 1998 ("COPPA"). Certain areas of the Lycos Network, however, may not be available to children under 13 under any circumstances.

Lycos does not discriminate on the basis of age, gender, race, ethnicity, nationality, religion, sexual orientation, or any other protected status.

3. REGISTRATION AND PRIVACY

Certain of the Products and Services will require the user to register and provide certain data. In consideration of use of such Products and Services, in registering and providing such data, you represent and warrant that: (a) the information about yourself is true, accurate, current, and complete (apart from optional items) as required by various Lycos Network registration forms ("Registration Data") and (b) you will 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 Lycos has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Lycos has the right to suspend or terminate your account and refuse any and all current or future

use of the Products and Services.

All Lycos Network registrations become the exclusive property of Lycos, its affiliates and subsidiaries. Lycos reserves the right to use and reuse all registration and other personally identifiable user information subject to the Lycos Network Privacy Policy. Users may edit, update, alter or obscure their personally identifiable information at any time by following the instructions located in the Lycos Network Privacy Policy and at individual Lycos Network sites.

You acknowledge receipt of [Lycos Network Privacy Policy](#), including our Notice Regarding the Privacy of Children Under 13 While on the Lycos Network.

4. RESPONSIBILITY FOR MINORS

In cases where you have authorized a minor to use the Products and Services, you recognize that you are fully responsible for: (i) the online conduct of such minor; (ii) controlling the minor's access to and use of the Products and Services; and (iii) the consequences of any misuse by the minor. YOU ACKNOWLEDGE THAT SOME AREAS OF THE LYCOS NETWORK MAY CONTAIN MATERIAL THAT IS INAPPROPRIATE FOR MINORS.

5. PARENTAL CONTROLS AND CHILD SAFETY

Certain material available on the Internet is not appropriate for minors. To prevent or limit your children's access to such materials, a number of parental control protections (such as computer hardware, software, or filtering services) are commercially available. For more information on such parental control protections, [click here](#). To review our Notice Regarding the Privacy of Children Under 13 While on the Lycos Network, click [here](#).

6. MEMBER AND USER CONDUCT

Upon registering, you will receive a password and Lycos Network ID. You are responsible for maintaining the confidentiality of the password and ID, and are fully responsible for all activities that occur under your password or ID. You agree to (a) immediately notify Lycos 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. The Lycos Network cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

You acknowledge and agree that all information, code, data, text, software, music, sound, photographs, pictures, graphics, video, chat, messages, files, 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 the Lycos Network, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Services. The Lycos Network does not control the user or third party Content posted via the Products and Services, and, as such, does not guarantee the accuracy, integrity or quality of such user or third party Content. You acknowledge and Agree that by using the Products and Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will the Lycos Network be liable in any way for any user or third party Content, including, but not limited to, for any errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use of any such Content posted, emailed or otherwise transmitted via the Products and Services. As a general matter, Lycos does not pre-screen user or third party Content posted on the Lycos Network, except for certain areas where Lycos employs certain

automated screening software, although Lycos reserves the right to do so. Lycos does not guarantee that any screening will be done to your satisfaction or that any screening will be done at all. Lycos reserves the right to monitor some, all, or no areas of the Products and Services for adherence to these Terms and Conditions or any other rules or guidelines posted by Lycos.

The Products and Services may only be used for the intended purpose for which such Products and Services are being made available. The intended purpose of site building software on the Lycos Network is to maintain, publish and produce web sites on the Lycos Network that are consistent with these terms and conditions.

Prohibited Conduct

You agree that you will not use Lycos Network Products and Services to:

- a. Upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.
- b. Upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.
- c. Upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.
- d. Harm minors in any other way.
- e. Make any sexual request on behalf of a minor or make any sexual request of a minor.
- f. "Stalk" or otherwise harass another.
- g. Collect or store personally identifying information about other users for commercial or unlawful purposes.
- h. Impersonate any person or entity, including, but not limited to, a Lycos Network official, employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- i. Employ misleading email addresses or falsify information in the header, footer, return path, or any part of any communication, including emails, transmitted through the Products and Services.
- j. Upload, post, email, otherwise transmit, or post links to any Content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- k. Upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking.
- l. Upload, post, email, otherwise transmit, or post links to any Content that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights ("Rights") of any party, or contributing to inducing or facilitating such infringement. This prohibition shall include, without limitation, the following forms of software piracy:
 - i. Making available copyrighted software or other Content that has had the copyright protection removed.

- ii. Making available serial numbers for software that can be used to illegally validate or register software.
- iii. Making available tools that can be used for no purpose other than for "cracking" software or other copyrighted Content.
- iv. Making available any software files for which the user does not own the copyright or have the legal right to make available.
- m. Upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.
- n. Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of the Products and Services or the Lycos Network.
- o. Use automated means, including additional computers, software and scripts, to enhance play in Lycos Network games and promotions.
- p. Use automated means, including spiders, robots, crawlers, or the like to download data from any Lycos Network database.
- q. Conduct your own contests and promotions.
- r. Upload, post, email, otherwise transmit, or post links to any Content regarding any raffle, contest or game requiring a fee by participants.
- s. Modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display or in any way exploit any Content from any Lycos database, including, without limitation, by incorporating data from any Lycos database into any e-mail or "white pages" products or serviced, whether browser-based, based on proprietary client-site applications, web-based, or otherwise.
- t. Sell, distribute, or make any commercial use of data obtained from any Lycos database or make any other use of data from any Lycos database in a manner which could be expected to offend the person for whom the data is relevant.
- u. Create and maintain a Lycos Network web page (including, but not limited to, a Lycos Club or an Angelfire or Tripod home page) that (i) redirects to another web page or (ii) stores or hosts content for remote loading by other web pages. For example, you cannot create a Lycos Club, post pictures to the Lycos Club, and have other web pages call the Lycos Club page to retrieve those pictures.
- v. Create and maintain a Lycos Network web page that contains hyperlinks to content not permitted on the Lycos Network.
- w. Disrupt the normal flow of dialogue in a chat room, cause a screen to "scroll" faster than other users of the Products and Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- x. Interfere with or disrupt the Products and Services or servers or networks connected to the Products and Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Products and Services, including without limitation Lycos Network Chat hosts.
- y. 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.
- z. Use the Products or Services to sell, purchase, or offer to sell or purchase any registered or unregistered securities.
 - aa. Upload, post, email, otherwise transmit, or post links to any material that is false, misleading, or designed to manipulate any equity, security, or other market.
 - bb. Disobey any Lycos Chat hosts or other Lycos employee or representative or interfere with any action by any Lycos Chat host or other Lycos employee or representative to redress any violation of these Terms and Conditions.
 - cc. Access the Products and Services after your account or access has been terminated by Lycos.
 - dd. Fail to complete any transaction after submitting an order to purchase any goods or services from individual Merchants in Lycos Shop or from any seller in Lycos Auctions, subject to the individual Merchant's or seller's terms and conditions governing such transactions.
 - ee. Submit any order to purchase goods or services from individual Merchants in Lycos Shop or from any seller in Lycos Auctions where you do not intend to complete the transaction.
 - ff. Purchase any goods or services that you are prohibited from purchasing or possessing by any law applicable to you in your jurisdiction. The responsibility for ensuring compliance with all such laws shall be the user's alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase such goods or services.
 - gg. Use any software deployed in connection with the Products and Services to process data as a service to other entities without the express written consent of Lycos or the party from whom such software may be licensed.
 - hh. Decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any software deployed in connection with the Products and Services.
 - ii. Engage in manipulative bidding through Lycos Auctions, such as by making bids solely for the purpose of instigating other bidders to withdraw bids and then retracting your bid to bid at a lower price or by using multiple accounts to drive up bidding on items you are offering for sale.
 - jj. Advertise, offer for sale, or sell any item you are prohibited from advertising or selling by any applicable local, state, national, or international law, including regulations having the force of law.
 - kk. Upload, post, email, otherwise transmit, or post links to any material, or act in any manner, that is offensive to the Lycos Network community or the spirit of these Terms and Conditions.
- ll. Advertise, offer for sale, or sell any of the following items:
- Any firearms, explosives, or weapons.
 - Any food that is not packaged or does not comply with all laws governing the sale of food to consumers by commercial merchants.
 - Any alcoholic beverages.
 - Any tobacco products for human consumption, including, without limitation, cigarettes and cigars.
 - Any items that are indecent or obscene, that are hateful or racially, sexually, ethnically or otherwise objectionable, that contain child pornography, that are otherwise pornographic in nature, or are harmful to minors.
 - Any controlled substances or pharmaceuticals.
 - Any items that are counterfeit or stolen.

- Any dangerous items.
- Any goods or services that do not, in fact, exist.
- Any registered or unregistered securities.
- Any items that violate or infringe the rights of other parties.
- Any items that you do not have the legal right to sell.
- Any items where paying Lycos any of the required transactional or listing fees would cause Lycos to violate any law.

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You expressly acknowledge and agree that the Lycos Network may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms and Conditions; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Lycos, its users and the public. You acknowledge and agree that the technical processing and transmission of the Products and Services, 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 further acknowledge and agree that other data collected and maintained by Lycos with regard to its users may be disclosed in accordance with Lycos' [Privacy Policy](#).

Lycos also may suspend or terminate any user account for any Product or Service because of user inactivity. For example, a Lycos Mail account may be terminated or suspended if a user fails to sign-in to the Lycos Mail Service for an extended period of time; please see the Lycos Mail Help section for more information regarding Lycos Mail 's policies concerning account termination. What is considered "user inactivity" varies depending on the Product or Service. If one of your accounts is suspended or terminated for inactivity, your right to use such Product or Service immediately ceases.

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Unpaid Services in General. Lycos offers versions of the Angelfire, Tripod and HTML Gear services that are free of charge, exclusive of Internet or other telecommunications and computer equipment charges and fees. Any aspect of such services may be modified by Lycos for any reason or for no reason at all, in Lycos' sole discretion, without prior notice, or any notice. Lycos allows one unpaid Angelfire or Tripod membership and one unpaid HTML Gear membership per individual with a legitimate electronic mail address. If a user of the unpaid version of Angelfire or Tripod does not build a homepage within twenty eight (28) days after registering for such service, Lycos may delete such member's Angelfire or Tripod account.

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Subscription Services. Lycos also offers subscription versions of the Angelfire, Tripod, HTML Gear and Domains services. If you subscribe to such services, you agree to be bound by the subscription agreement.

15. STORAGE

Many features of the Lycos Network store information on behalf of users. Examples include, but are not limited to, email messages, chat, web pages, message boards, calendar functions, and postings on Lycos Auctions. Lycos reserves the right, in its sole discretion, to limit the amount of storage space available per user or to delete materials stored for an excessive period while the user's account has been inactive.

16. LYCOS COMMUNITIES GUIDELINES - CHAT, CLUBS, AND MESSAGE BOARDS

Users of Lycos Communities, which includes all Lycos Network chat, clubs, and message boards are expected to adhere to the guidelines below and are expected not to engage in any of the Prohibited Conduct described above. Any user failing to comply with these Terms and Conditions may be expelled from a chat room, a club, or a message board by a Lycos moderator or host, and Lycos may terminate or restrict such user's Lycos Network accounts. In addition, Lycos may remove any Content that violates these Terms and Conditions or is otherwise objectionable, in Lycos' sole discretion. No child under the age of 13 may participate in Lycos Communities, including all chat, clubs, or message boards offered throughout the Lycos Network.

Please read all the Prohibited Conduct described above before using the Lycos Communities' services, and keep in mind the following when using the Lycos Communities' services:

- All information you submit in registering must be true, accurate, current, and complete (apart from optional items).
- Do not rely on any information relating to investments or professional advice without first reading the Investment Information Disclaimer and Professional Information Disclaimer below. Remember that people on the Internet are not always who they say they are and do not always publish truthful statements. Lycos cannot and does not ensure the accuracy of such statements.
- Do not upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.
- Do not stalk or otherwise harass other users.
- Do not upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.
- Do not upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.
- Do not impersonate any person or entity, including, but not limited to, a Lycos Network official, employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Do not upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose
- Do not disrupt the normal flow of dialogue in a chat room, cause a screen to

"scroll" faster than other users of the Products and Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.

- Do not disobey any Lycos Chat hosts, moderators, or other Lycos employee or representative or interfere with any action by any Lycos Chat host or other Lycos employee or representative to redress any violation of these Terms and Conditions.
- Do not access any Lycos Communities' service after your account or access has been terminated by Lycos.
- Do not upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking.
- Do not interfere with or disrupt the Products and Services or servers or networks connected to the Products and Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Products and Services, including without limitation Lycos Network Chat hosts.

Violations of these Terms and Conditions in connection with the use of Lycos Communities should be reported to:

Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451
communities@lycos.com

Please read the entire [Terms and Conditions](#) as all Lycos Network properties, Products and Services are subject to these Terms and Conditions.

17. LYCOS SHOPPING

Lycos Shopping ("Lycos Shopping") is made available only to those users who are of the legal age of consent in their jurisdiction. You may not use Lycos Shopping if you have not reached that age or, in any event, if you are less than eighteen (18) years old. You may only use Lycos Shopping if you are a United States resident and may only use Lycos Shop from locations within the United States for transactions to be completed within the United States. By accepting these Terms and Conditions, you represent and warrant that you are a United States resident and are using Lycos Shopping at a location within the United States for a transaction to be completed within the United States.

Users are obligated to submit information that is true, accurate, current, and complete. By accepting these Terms and Conditions, you represent and warrant that all such information submitted by you is true, accurate, current, and complete. Users are also required to maintain and update all such information in order to ensure that it remains true, accurate, current, and complete. Each time you update such information, you represent and warrant that such information is true, accurate, current, and complete.

By submitting an order to purchase any goods or services from individual Merchants, users are obligated to complete such transactions, subject to the individual Merchant's terms and conditions governing such transactions. Users are prohibited from submitting orders to purchase goods or services where they do not intend to

complete such transactions.

Each user may use one password and may not use additional passwords. Each user is required to use his or her password for his or her own use only. Users may not permit others to use their passwords.

Users may not purchase goods or services that they are prohibited from purchasing or possessing by any law applicable to them in their jurisdictions. The responsibility for ensuring compliance with all applicable laws shall be the user's alone. By submitting an order to purchase goods or services, you represent and warrant that you have the legal right to purchase and possess such goods or services.

Lycos has no partnership, joint venture, employer-employee, or franchisor-franchisee relationship with any Merchant accessible through Lycos Shopping or with any user of Lycos Shopping. Lycos cannot confirm that any particular Merchant is who that Merchant claims to be. Nor can Lycos confirm the truth or accuracy of any statements made by Merchants or control whether Merchants who post statements through Lycos Shopping will act in accordance with those statements. Lycos will not get involved in any dispute between users of the Service and Merchants accessible through Lycos Shopping.

LIKE OTHER AREAS OF THE LYCOS NETWORK PRODUCTS AND SERVICES, YOUR USE OF LYCOS SHOPPING IS SUBJECT TO THE CAPITALIZED LANGUAGE SET FORTH ABOVE REGARDING DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY. PLEASE RE-READ THOSE PROVISIONS CAREFULLY.

As with all other aspects of the Products and Services, by using Lycos Shopping, you hereby agree that you shall be responsible for all tax obligations and costs that arise from or relate to your use of Lycos Shopping, including, without limitation, tax obligations and costs for any transactions that arise from or relate to your use of Lycos Shopping.

18. LYCOS GAMESVILLE NOTICE AND DISCLAIMER

For rules governing Lycos Gamesville, [click here](#). Various games may have different or additional Official Rules posted in connection with those games.

19. DISCLAIMER REGARDING MULTIMEDIA SEARCH AND OTHER PICTURES, MOVIES, STREAMS AND SOUNDS LOCATED THROUGH THE LYCOS NETWORK SEARCH SERVICES

Pictures, movies, streams, and sounds (the "Multimedia Content") located through the Lycos Multimedia Search and other Lycos Network search services are protected by copyright and/or other intellectual property laws. Lycos does not have the right to authorize you to reproduce, distribute, publicly display, publicly perform, or create derivative works from any files containing such Multimedia Content. Where search results link to sites outside the Lycos Network, all of the Multimedia Content contained on such sites is owned and served by entities other than the Lycos. The Lycos Network provides you with the URL or address of the Multimedia Content; this information may be used to determine the server of the Multimedia Content. If you intend to make use of any Multimedia Content accessed through our site for commercial or noncommercial purposes, we strongly suggest that you contact the server of the Multimedia Content for permission to use the Multimedia Content.

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21. THE LYCOS COMPUTERS DOWNLOAD AND SHAREWARE

The Lycos Computers Download and Shareware allows you to search for software that has been made available for downloading by various third parties. All such software is provided by entities other than the Lycos. Lycos makes no warranties regarding such software and disclaims all responsibility for such software. IF YOU INTEND TO DOWNLOAD SUCH SOFTWARE, YOU SHOULD CAREFULLY RE-READ THE CAPITALIZED WORDS SET FORTH ABOVE IN THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Those provisions will have special importance to you. The Lycos Network makes its Lycos Computers Download and Shareware available subject to all of these Terms and Conditions, including the Disclaimer of Warranties and Limitation of Liability set forth above. Lycos cannot guarantee that any software downloaded through Lycos Computers Download and Shareware will meet any user's needs, standards, or desired specifications. Although the software available in Lycos Computer Download and Shareware has been screened for recommendations and viruses, Lycos cannot guarantee that this screening has been performed to the user's satisfaction. Lycos cannot and does not guarantee that such software will be free from viruses or errors. If you download such software, you shall bear all risk of viruses, errors, or damage and all other risks resulting from such downloading.

22. TAX GUIDES DISCLAIMER

The Tax Guides found on the Lycos Network include facts, views, opinions, services and recommendations of individuals and organizations deemed of interest. The Lycos Network does not give tax or investment advice and Lycos in no way endorses any of the information in the Tax Guides. IF YOU INTEND TO USE THE TAX GUIDES, YOU SHOULD CAREFULLY RE-READ THE CAPITALIZED WORDS SET FORTH ABOVE IN THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Those provisions will have special importance to you. The Lycos Network makes the Tax Guide available subject to all of its Terms and Conditions, including the Disclaimer of Warranties and Limitation of Liability set forth above. LYCOS STRONGLY SUGGESTS THAT YOU CONTACT YOUR OWN TAX ADVISOR IF YOU HAVE ANY QUESTIONS ABOUT THE TAX LAWS OR REGULATIONS, OR ABOUT YOUR PARTICULAR TAX LIABILITY.

23. INVESTMENT INFORMATION DISCLAIMER

The Lycos Network makes available certain investment information from third party information providers (the "Investment Information Providers"). In addition, certain investment information is made available through chat areas, message boards, clubs, and BBS forums concerning investments and securities. Neither Lycos, nor any of its affiliates or Investment Information Providers, nor any of their respective

officers, employees, directors, or agents: (1) passes on the merit of any of the investments or companies listed in the Products or Services or (2) endorses or sponsors any of the investments or companies listed in the Products or Services.

IF YOU INTEND TO USE ANY INVESTMENT-RELATED INFORMATION ACCESSED THROUGH THE PRODUCTS AND SERVICES, YOU SHOULD CAREFULLY RE-READ THE CAPITALIZED WORDS SET FORTH ABOVE IN THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Those provisions will have special importance for you. The Lycos Network makes this information available subject to all of its Terms and Conditions, including the Disclaimer of Warranties and Limitation of Liability set forth above. THIS DISCLAIMER OF WARRANTIES AND THIS LIMITATION OF LIABILITY SHALL APPLY TO BOTH THE LYCOS NETWORK AND THE INFORMATION PROVIDERS.

Investing in securities carries certain risks, and neither Lycos nor the Investment Information Providers shall be responsible for any investment losses incurred in reliance on information provided on the Lycos Network. **ADVICE FROM YOUR OWN FINANCIAL ADVISOR IS STRONGLY RECOMMENDED.** The information and design of this service are owned by Lycos and/or the Information Providers. Except for single temporary copy in a single computer's memory or another fair use under applicable copyright laws, the information contained herein may not otherwise be used (not copied, performed, distributed, rented, sublicensed, altered, stored for subsequent use, etc., in whole or in part, in any manner) without Lycos' and the Information Providers' express prior written consent.

When using chat rooms, message boards, clubs, and BBS forums concerning investments and securities investors should be wary and cautions of any information they find. Information obtained through these sources, or through any other aspect of the Products and Services, cannot be a substitute for independent research into particular companies, industries, and investments. Investment or trading decisions should not be based on information obtained through chat rooms, message boards, or BBS discussions. The people who make such information available in such forums may not be who they claim to be or may not be affiliated with whom they claim to be. The information they make available may be incorrect, either because of mistakes or, unfortunately, because of intentional deceit. Lycos disclaims all responsibility and liability for the Content and its accuracy. The Content is provided solely for the entertainment of users.

24. PROFESSIONAL INFORMATION DISCLAIMER

The Lycos Network makes available certain information provided by third parties related to various professional fields such as medicine, law, and accounting. The Lycos Network does not give advice in any such fields and in no way endorses any of the information provided in this manner. IF YOU INTEND TO USE ANY SUCH INFORMATION, YOU SHOULD CAREFULLY RE-READ THE CAPITALIZED WORDS SET FORTH ABOVE IN THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Those provisions will have special importance for you. All information made available through the Lycos Network is made available subject to The Lycos Network' Terms and Conditions, including the Disclaimer of Warranties and Limitation of Liability set forth above.

THE LYCOS NETWORK STRONGLY SUGGESTS THAT YOU SEEK ADVICE FROM A COMPETENT PROFESSIONAL REGARDING ISSUES IN ANY PROFESSIONAL FIELD.

25. OPEN DIRECTORY DISCLAIMER

The Lycos Network makes available certain content through the Open Directory. The directories, and the underlying content, are created entirely by other parties and are solely the responsibility of such other parties. Consequently, Lycos cannot, and does not, represent or warrant the reliability, accuracy, and truthfulness of that content. Although periodically Lycos may attempt to verify the accuracy of information in the Open Directory, neither the Lycos Network nor its agents shall be held liable for any technical inaccuracies, typographical errors or inaccuracies in the links or any information in the Open Directory. In addition, the Lycos Network has no control over whether that content is of a nature that users will find inoffensive, tasteful and otherwise acceptable. The Lycos Network has NO responsibility for such content; rather, it is merely providing access to such content as a service to you. Just as when you purchase a product or service in any setting, you should exercise appropriate discretion, good judgment and caution in accessing content on the Open Directory and in taking any actions based upon that content. You bear all risk associated with any content that you access. Your accessing of any content through the Open Directory service is subject to your agreement to these Terms and Conditions. If you proceed to use the Open Directory, you thereby agree to be bound by these Terms and Conditions. The disclaimer of warranties and limitation of liability set forth in capitalized letters above apply to the Open Directory.

26. ADVERTISERS AND CONTENT LINKED TO THE LYCOS NETWORK

Lycos may provide, or third parties may provide, links to other sites or resources located on the World Wide Web by allowing a user to leave the Lycos Network to access third-party material or by bringing the third party material into this site via "inverse" hyperlinks and framing technology. Lycos has no control over such sites and resources. You acknowledge and agree that Lycos 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 Lycos 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.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Lycos Network Products and Services, 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 Lycos 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 Product and Services.

Lycos encourages you to exercise discretion while using the Products and Services to browse the Internet. Lycos may produce automated search results or otherwise link you to sites containing information that some people may find inappropriate or offensive. Lycos makes no representations concerning any effort to review the content of any of the sites listed in automated search results, Web Guides or other directories, or of any of the sites otherwise linked to the Lycos Network web sites. Lycos shall not be held responsible for the accuracy, copyright or trademark compliance, legality, or decency of material contained in sites listed in the Lycos Network' search results or otherwise linked to the Lycos Network web sites or provided to the Lycos Network by third parties.

27. THE LYCOS NETWORK LOGOS AND SEARCH BOXES

a. **Linking to the Lycos Network**

The Lycos Network offers a non-assignable, non-transferable, and non-exclusive license to link to the Lycos Network' web sites, using the Lycos Network logos and search boxes, subject to the following provisions. The Lycos Network logos and search boxes may be placed on a Web site for the sole purpose of creating a link to the Lycos Network and allowing users of your site to access the Products and Services on the Lycos Network. The Lycos Network logos and search boxes may not be used for any other purpose, including, among other purposes, to suggest sponsorship by, or affiliation with, or endorsement by the Lycos Network. The Lycos Network logos and search boxes may only be used in accordance with the Lycos Trademark Usage Guidelines and the instructions found at the <http://www.lycos.com/linktolycos.html> link, the <http://www.hotbot.com/help/tools/> link, and the http://www.whowhere.lycos.com/AboutWW/link_to_ww.html link, and may only be used in the exact size, shape, colors, design, and configuration as found on those web pages. The Lycos Network logos and search boxes may not be altered in any manner. The Lycos Network logos and search boxes must appear by themselves, with reasonable spacing (at least the height of the logo) between each side of the applicable logo or search box and other graphic or textual elements. The Lycos Network logos and search boxes may not be used to disparage the Lycos Network, its products or services, or in a manner which, in Lycos's reasonable judgment, may diminish or otherwise damage Lycos's good will in the Lycos Network logos. By using any such Lycos Network logo or search box, you acknowledge that the Lycos Network has exclusive rights to the logo or search box, and that all good will generated through your use of the logo or search box will inure to the benefit of the Lycos Network. If you use the Lycos Network logos or search boxes, you must include appropriate attribution, for example: "Lycos® is a registered trademark of Carnegie Mellon University, licensed to Lycos, Inc." Lycos reserves the right to revoke this license or to alter its terms from time to time, for any or no reason, with or without notice. Lycos reserves the right to take action against any use that does not conform to these provisions.

b. **Permissions**

If you would like permission to use any Lycos trademark, logo, service mark, trade dress, slogan, screen shot, copyrighted design, or other brand feature, then please review the Lycos Trademark Usage Guidelines.

Once you have reviewed our Guidelines, please email the Permissions Agent at permissions@corp.terralycos.com, specifying from which Product or Service you would like to use information. The Permissions Agent will contact you with the Permission Form. Your request will be processed once we receive your completed Permission Form. Please note that Lycos grants permission only on a per-item, per-project basis.

Your request will be processed once we receive your completed Permission Form. You will typically receive a response within ten (10) business days. If your request is approved, that approval will be expressly subject to the above-referenced Guidelines as well as all additional terms set forth in Lycos'

Permission Approval Letter.

Approved Lycos Network logos and search boxes may be downloaded and used to link to the Lycos Network, without specific, written permission. Downloads and terms of use can be found at <http://www.lycos.com/lycosinc/legal.html#Network>.

Please do not call or contact our Registered Copyright Agent with any Permission requests.

28. NO LICENSE; INTELLECTUAL PROPERTY OF LYCOS AND OTHERS

Except as expressly provided, nothing within any of the Products and Services shall be construed as conferring any license under any of the Lycos Network's or any third party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that certain Content available through and used to operate the Lycos Network and the Products and Services is protected by copyright, trademark, patent, or other proprietary rights of Lycos and its affiliates, licensors, and service providers. Except as expressly provided to the contrary, you agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available by Lycos in connection with the Products and Services. You agree not to hold yourself out as in any way sponsored by, affiliated with, or endorsed by Lycos, any of Lycos' affiliates, or any of Lycos' service providers. You agree not to use any of the trademarks or service marks or other Content accessible through the Lycos Network of any purpose other than the purpose for which such Content is made available to users by Lycos. You agree not to defame or disparage Lycos, the trademarks or service marks of Lycos, or any aspect of the Products and Services. You agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer the Products and Services or any software or programs used in connection with the Products and Services or the Lycos Network.

29. INDEMNITY AND RELEASE

By using the Lycos Network web sites you agree to indemnify Lycos, Inc. and its parents, subsidiaries, affiliates, officers, employees, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the Lycos Network web sites, your use of the Products and Services, or your submission of ideas and/or related materials to Lycos or from any person's use of any account or password you maintain with any portion of the Lycos Network, regardless of whether such use is authorized by you. By using the Lycos Network, using the Products and Services, or submitting any ideas and/or related materials to Lycos, you are hereby agreeing to release Lycos and its parents, subsidiaries, affiliates, officers, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Products and Services or to any disputes regarding use of ideas and/or related materials submitted to Lycos. **YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, 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 IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

30. LIMITATION OF ACTIONS

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of the Lycos Network or the Products and Services must be filed within one (1) year after such claim or cause of action arises, or forever be barred.

31. COPYRIGHT, TRADEMARK, AND PATENT NOTICES

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Lycos' spider technology is protected by U.S. Patent No. 5,748,954.

Lycos' Wisewire technology is protected by U.S. Patent No. 5,867,799.

Lycos' Pro technology has been assigned U.S. Patent Pending No. 08-880923.

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32. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

It is the policy of the Lycos Network to respond expeditiously to claims of intellectual property infringement. Lycos will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, the Lycos Network will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. The Lycos Network will terminate access for subscribers and account holders who are repeat infringers. Notices of claimed infringement should be directed to:

Jeremy Abraham

Lycos, Inc.

100 Fifth Avenue

Waltham, Massachusetts 02451

Telephone: (781) 370-2700

Fax: (781) 466-7000

Email address: copyright@lycos-inc.com

Please put "Notice of Infringement" in the subject line of all such notifications. When Lycos removes or disables access to any material claimed to be infringing, Lycos may attempt to contact the user who has posted such material in order to give that user an opportunity to respond to the notification, although Lycos makes no promise to do so. Any and all counter notifications submitted by the user will be furnished to the complaining party. Lycos will give the complaining party an opportunity to seek judicial relief in accordance with the DMCA before Lycos replaces or restores access to any material as a result of any counter notification.

33. ARBITRATION, GOVERNING LAW AND FORUM FOR DISPUTES

Unless expressly stated to the contrary elsewhere within the Products and Services, all legal issues arising from or related to the use of the Products and Services shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the Commonwealth of Massachusetts applicable to contracts entered into and wholly to be performed within said state. Any controversy or claim arising out of or relating to these Terms and Conditions or any user's use of the Products and Services shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Boston, Massachusetts, and judgment on the arbitration award may be entered into in any state or federal court in Massachusetts having jurisdiction thereof. Any party seeking temporary or preliminary injunctive relief may do so in any state or federal court in Massachusetts having jurisdiction thereof. Except as set forth above, the state and federal courts of Massachusetts shall be the exclusive forum and venue to resolve disputes arising out of or relating to these Terms and Conditions or any user's use of the Products and Services. By using the Products and Services and thereby agreeing to these Terms and Conditions, users consent to personal jurisdiction and venue in the state and federal courts in Massachusetts with respect to all such disputes.

34. CHANGES IN TERMS AND CONDITIONS AND CHANGES IN PRODUCTS AND SERVICES

The Lycos Network reserves the right to modify the Products and Services from time to time, for any reason, and without notice, including the right to terminate the Products and Services. The Lycos Network reserves the right to modify these Terms and Conditions from time to time, without notice. Please review these Terms and Conditions from time to time so you will be apprised of any changes.

35. MERGER

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter contained herein and supersedes any other agreement, proposals and communications, written or oral, between Lycos' representations and you with respect to the subject matter hereof; except that any other terms and conditions located on any individual Lycos Network web site or in connection with the Products and Services are incorporated herein by reference to the extent they do not conflict with these Terms and Conditions. To the extent that any other terms and conditions or terms of service conflict with these Terms and Conditions, those other provisions shall control with respect to the use of the particular web site and any Products or Services available on or through the web site or the respective Product or Service at which those other provisions may be found.

36. NON-WAIVER AND SEPARABILITY

Lycos' failure to exercise any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of these Terms and Conditions 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 agree that the other provisions of these Terms and Conditions remain in full force and effect.

37. RELATIONSHIP OF PARTIES

You acknowledge and agree that you and Lycos are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party pursuant to these Terms and Conditions has authority to enter into agreements of any kind on behalf of the other and neither party shall be considered the agent of the other.

38. NO RESALE, ASSIGNMENT, OR SUBLICENSING

You agree not to resell, assign, sublicense, otherwise transfer, or delegate your rights or obligations under these Terms and Conditions without prior express written authorization of Lycos.

39. SUCCESSORS AND ASSIGNS

Without in any way limiting the prohibition on your resale, assignment, sublicensing, or other transfer of rights or obligations, these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

40. TERMINATION; SURVIVAL

These Terms and Conditions shall continue in effect for as long as you use the Products and Services, unless specifically terminated earlier by Lycos. All provisions of these Terms and Conditions which impose obligations continuing in their nature shall survive termination of these Terms and Conditions.

41. COMMUNICATIONS WITH USERS

You consent to receive communications from Lycos concerning your use of the Products and Services ("Communications"). The Communications may be those that Lycos is required to send to you by law concerning the Products and Services ("Required Communications"). The Communications may also be those that Lycos sends to you for other reasons. You consent to receive Communications electronically. Lycos may provide these Communications to you by sending an email to the email address you provided in connection with your account or by posting the Communication on the Lycos Network. You also consent to receive Communications by telephone or by postal mail sent to the postal address you provided in connection with your account. You may change the email or postal address to which Lycos sends Communications by visiting your account information page.

For a period of 120 days from the date that Lycos first provided a Required Communication to you in electronic form, you may request a paper copy of such Required Communication by sending a request to Lycos, Inc., 100 Fifth Avenue, Waltham, MA 02451, Attention: Customer Service (the "Customer Service Address"). Lycos may charge a reasonable fee for providing paper copies. You may, without payment of special fees, withdraw

EXHIBIT “2”

From the desk of Michael J Zwebner
Suite 12F
407 Lincoln Road
Miami Florida 33139
Tel 305 672 6344
Email: MJZ.webner@Sprynet.com

April 12th 2002

Legal Department
Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451

Letter sent by Mail, Fax and Email to :
communities@lycos.com

Dear Sir / Madam,

I write to you once again regarding several posters on the UCSY web chat line on Raging Bull.

Over the past year, I have had occasion to write to you on many occasions complaining about certain posters that are both defaming me, libeling me, making false and accusatory statements, and generally acting against the Raging Bull Terms Of Service. My Complaints seem to go unanswered, and your organization seems more intent in protecting the anonymity and continuity of the posters, with total disregard to the victim here (myself)

I have told you several times in then past that I will take legal action, and file suit against YOUR organization if you continue to ignore me, and continue to allow this unabated onslaught of slander and libel.

Page 2

The two main aliases that I am bringing to your attention this time, are: **“Tobias95”, and “CrawleySmith”**. I suggest you look at their postings and see for yourself the vulgarity, evilness, and defamatory nature of their posts. For your information, “CrawleySmith” is none other than Mr Roberto G Villasenor, who has used some 15 other aliases already on Raging Bull, and one that you have deleted many times over. He seems to return with absolute impunity, and your company seem totally uninterested in enforcing your own terms of service.

I have now again written to you, and expect to see your dealing with this matter soonest. I again here repeat some of the facts previously brought to your attention.

On Raging Bull, I have been attacked on line, accused of being a criminal, accused of everything from being a member of the Mafia, Running a Criminal Gang, Murder to Money Laundering, to Stock Manipulation, Fraud, acting illegally etc. I have also been accused on line of being a homosexual, and as a result of all these outrageous postings, I have suffered severe pain, both emotional and physical, and my general health has suffered badly.

I have and also suffer from accusations that have severely impeded my business activities, and I believe that the shareholder base of my companies have suffered too as a result of these posts. I have lost substantial sums of Money as a result of these posts.

For the record, (other than for driving offenses) I HAVE NEVER BEEN ARRESTED, INDICTED OR CONVICTED NOR EVEN INVESTIGATED BY ANY LAW ENFORCEMENT, SEC, FBI, DEA, OR ANY GOVERNMENT AGENCY for any crime, WHATSOEVER.

I am not going to re-post his postings here in this letter, as you are well able to access the UCSY and TVCP chat lines, and see for your self the level and ferocity of his blatant lies and false postings. I request you do take a serious look at his postings, and then decide what action you wish to take.

Page 3.

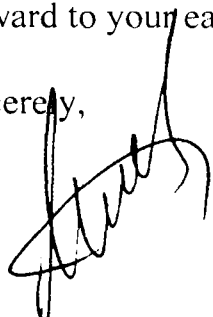
I would like to hear from you soonest as to what action you propose to take to stop these personal attacks. Nothing less than a complete ban on this type of posting is acceptable. **THIS FALLS UNDER YOUR RULES.**

Depending on your responses, and the actions you decide to take, I will decide with my legal advisors the next action we will have to take to stop this outrageous behavior. If necessary, we may have NO choice but to file a law suit against LYCOS for the unending facilitation of the Raging Bull medium for these attacks.

I trust you will work with me on this matter to help resolve this situation.

I look forward to your early response.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Michael Zwebner', written over the 'Yours sincerely,' text.

Michael Zwebner.

From the desk of Michael J Zwebner
Suite 12F
407 Lincoln Road
Miami Florida 33139
Tel 305 672 6344
Email: MJZwebner@Sprynet.com

April 19th 2002

Legal Department
Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451

Letter sent by Mail, Fax and Email to :
communities@lycos.com

FINAL WARNING

Dear Sir / Madam,

I write to you today for the last time.

You have ignored all letters, requests and warnings to clean up the hateful malicious and defamatory posts that continue to appear on the UCSY and TVCE chat lines on Raging Bull.

Your organization in the ongoing quest for greed, for I cannot fathom any other logical reason, is continuing to protect the very posters that you have on many occasions either deleted and or suspended, and despite my TOS's and letter to you detailing exactly the posters and even the postings too, you have and continue to fail to enforce your own set rules and regulations and terms of service.

Over the past year, I have written to you on many occasions complaining about certain posters that are both defaming me, libeling me, making false and accusatory statements, and generally acting against the Raging Bull Terms Of Service. My Complaints continue to go unanswered, and your organization is either inept, uncaring, or is more intent in protecting the anonymity and continuity of the posters, (obviously for financial gain) with total disregard to the victim here (myself)

I have offered on many occasions to work with you to clean up and resolve this situation. You do not even have the courtesy to reply to my correspondences.

I have told you several times in then past that I will take legal action, and file suit against YOUR organization if you continue to ignore me, and continue to allow this unabated onslaught of slander and libel.

As a result of your total neglect, failure to act, breach of contract, and apathy to reality, I hereby inform you that this letter shall serve to inform you that legal documents will shortly be filed in court, and served on your organization.

Yours sincerely,



Michael Zwebner.

From the desk of Michael J Zwebner
Suite 1058
The Jockey Club 3
11111, Biscayne Boulevard
Miami Florida 33181
Tel / Fax 305 893 6759
Email: MJZ@Sprynet.com

December 6, 2002

Legal Department
Community Manager
Lycos, Inc.
100 5th Ave
Waltham, MA 02451

Letter sent by Mail, Fax and Email to :
communities@lycos.com

Dear Sir / Madam,

I write to you as both a private individual, but also as a chairman and director of a Public Company.

My name is Michael J Zwebner, and I reside at the above address while in the USA. I am a dual citizen of the UK and Israel and my permanent home is in the UK.

I have been the chairman of Talk Visual Corporation (TVCP) since I founded the company back in 1998, and since November 2001, I am also the chairman of Universal Communications Systems Inc. (UCSY)

Since January 1999, I have been subjected to malicious posters on the Raging Bull chat line, and have had no choice but to resort to legal law suits against the posters to clean my name and stop the false posts.

There have been a number of bad posters, such as DEAN DUMONT, LES FRENCH, GARY DOBRY, THE WORM_06, ETC.

((I have filed law suits against some of these posters, and have WON 3 separate cases. In 2 of the cases, I was awarded \$1 million judgments))

On Raging Bull, I have been attacked on line, accused of being a criminal, accused of everything from being a member of the Mafia, Running a Criminal Gang, Murder to Money Laundering, to Stock Manipulation, Fraud, acting illegally etc. I have also been accused on line of being a homosexual, and as a result of all these outrageous postings, I have suffered severe pain, both emotional and physical, and my general health has suffered badly.

I have and also suffer from accusations that have severely impeded my business activities, and I believe that the shareholder base of my companies have suffered too as a result of these posts. I have lost substantial sums of Money as a result of these posts.

For the record, (other than for driving offenses) I HAVE NEVER BEEN ARRESTED, INDICTED OR CONVICTED NOR EVEN INVESTIGATED BY ANY LAW ENFORCEMENT, SEC, FBI, DEA, OR ANY GOVERNEMENT AGENCY for any crime, WHATSOEVER.

This particular poster WORM_06, has been kicked out of NASDAQ, convicted of fraud, and had his Securities Licenses revoked. I believe his modus operandi had been to manipulate the price of shares, and attempt to make money that way.

On many occasions, (I have records of at least 15 separate times) I have TOS'd posts from an alias called WORM_06, and have written to you to complain about his false and vicious postings against me.

In March of 2000, using the firm of Bingham Dana LLP, I filed a law suit against him in Boston, MA, but after a year in court pleadings, it became apparent that all legal actions against him were useless as he is 'penniless and essentially judgment proof'.

I am not going to re-post his postings here in this letter, as you are well able to access the UCSY and TVCP chat lines, and see for your self the level and ferocity of his blatant lies and false postings. I request you do take a serious look at his postings, and then decide what action you wish to take.

My letter to you is to bring his posts to your attention, and also to remind you that his posts violate almost all of your conditions of use, of which I have reprinted sections herewith, and marked with bold and underline, the relevant paragraphs.

I would like to hear from you early next week as to what action you propose to take to stop these personal attacks. Nothing less than a complete ban on this type of posting is acceptable. **THIS FALLS UNDER YOUR RULES.**

Depending on your responses, and the actions you decide to take, I will decide with my legal advisors the next action we will have to take to stop this outrageous behavior. If necessary, we may have **NO** choice but to file a law suit against LYCOS for the unending facilitation of the Raging Bull medium for these attacks.

I trust you will work with me on this matter to help resolve this situation.

I look forward to your early response.

Yours sincerely,

Michael Zwebner.

16. LYCOS COMMUNITIES GUIDELINES - CHAT, CLUBS, AND MESSAGE BOARDS

Users of Lycos Communities, which includes all Lycos Network chat, clubs, and message boards are expected to adhere to the guidelines below and are expected not to engage in any of the Prohibited Conduct described above.

Any user failing to comply with these Terms and Conditions may be expelled from a chat room, a club, or a message board by a Lycos moderator or host, and Lycos may terminate or restrict such user's Lycos Network accounts.

In addition, Lycos may remove any Content that violates these Terms and Conditions or is otherwise objectionable, in Lycos' sole discretion. No child under the age of 13 may participate in Lycos Communities, including all chat, clubs, or message boards offered throughout the Lycos Network.

Please read all the Prohibited Conduct described above before using the Lycos Communities' services, and keep in mind the following when using the Lycos Communities' services:

- **All information you submit in registering must be true, accurate, current, and complete** (apart from optional items).
- Do not rely on any information relating to investments or professional advice without first reading the Investment Information Disclaimer and Professional Information Disclaimer below. Remember that people on the Internet are not always who they say they are and do not always publish truthful statements. Lycos cannot and does not ensure the accuracy of such statements.
- **Do not upload, post, email, otherwise transmit, or post links to any Content, or select any member or user name or email address, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.**
- **Do not stalk or otherwise harass other users.**

- **Do not upload, post, email, otherwise transmit, or post links to any Content that promotes illegal activity, including without limitation the provision of instructions for illegal activity.**
- Do not upload, post, email, otherwise transmit, or post links to any Content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age.
- Do not impersonate any person or entity, including, but not limited to, a Lycos Network official, employee, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Do not upload, post, email, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose
- Do not disrupt the normal flow of dialogue in a chat room, cause a screen to "scroll" faster than other users of the Products and Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.
- **Do not disobey any Lycos Chat hosts, moderators, or other Lycos employee or representative or interfere with any action by any Lycos Chat host or other Lycos employee or representative to redress any violation of these Terms and Conditions.**
- **Do not access any Lycos Communities' service after your account or access has been terminated by Lycos.**
- **Do not upload, post, email, or otherwise transmit, or post links to any Content that facilitates hacking.**
- **Do not interfere with or disrupt the Products and Services or servers or networks connected to the Products and Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Products and Services, including without limitation Lycos Network Chat hosts.**

Violations of these Terms and Conditions in connection with the use of Lycos Communities should be reported to:

Community Manager

Lycos, Inc.

100 5th Ave

Waltham, MA 02451

communities@lycos.com

From the desk of Michael J Zwebner
Appt 1058, The Jockey Club 3
11111, Biscayne Boulevard
Miami FL 33181
Tel / Fax 305 893 6759
Email mjzwebner@sprynet.com

December 21st 2002

Mr. Jamie Carney
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX

Dear Mr. Jamie Carney,

Yesterday, I spoke to you on the phone for a few moments, and you kindly returned the call to my attorney Mr. Mark Van Wagoner from Salt Lake City and discussed the matter of Roberto Villasenor, alias The Worm_06. As a result of our complaint(s) and your investigations, you correctly decided to delete several days postings and ban him from any further postings on RB. For this decision, I thank you.

However, there is still a further problem.

Specifically, on July the 8th 1999, a US District Judge, in New Hampshire, passed down a "Stipulated Protective Order" in a case I brought against a number of Internet posters using different aliases. I am faxing you the relevant order under separate cover. Essentially, the Judge ordered that the documents supplied and delivered by the parties to each other in the case were to be "sealed" as the information contained therein was confidential. There were specific rules and terms for either party to adhere to if the documents were to be passed on to any third parties.

The third parties themselves were also governed by these rules, and no information or data from these documents was to be made public without specific permission from the parties.

It now transpires that Mr. Roberto Villasenor (alias the worm_06) illegally obtained copies of the documents, (how this transpired is now under investigation) and has been posting data and information from the contents, **IN DIRECT VIOLATION OF THE COURT ORDER**. As he has posted many thousands of postings on TVCP, UCSY, YAKC, and other chat lines, it is an almost impossible task for us to go check each and every post, in order to ascertain the ones that are in violation of the court order.

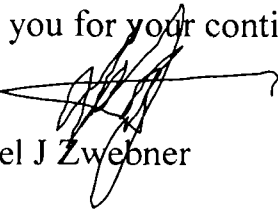
I therefore respectfully request from you to further delete all his postings going back to January 2000. (to when he first registered).

Quite aside of his illegally posting of messages in direct violation of the judge / court order, most of his postings violate Raging Bull's own terms and conditions of service. **Many of his messages posted are a classic example of hate, malice, personal attacks, harassment and are libelous, slanderous and in the main, an invented concoction of lies and fabrications as well as false insinuations.**

I myself have personally TOS'd his posts to your TOS department no less than 15 times, and in response, your office has indeed erased many of his posts in the past. In addition, for your information, an alternate chat line has also deleted hundreds of his posts too.

If you have any questions in this regard, please feel free to call me at any time to my home numbers above, or you may reach me on my cell phone to 617 513 2529.

Thank you for your continuing co-operation.


Michael J Zwebner

Cc Mark Van Wagoner

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

April 14th 2003

Mr. Jamie Carney
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX

Dear Mr. Jamie Carney,

In December of 2002, My attorney Mark Van Wagoner called you and complained about a poster called Roberto Villasenor, using the alias The Worm_06. After hearing his complaint and after doing your own investigations, you deleted his postings, and banned his alias from posting on Raging Bull.

In short order, he re-appeared as The Worm_06A. This alias too you deleted.

**He has now AGAIN returned onto Raging Bull,
and is posting again now as SCRI_852.
He registered on March 21st 2003, and is once
again posting malicious and vicious posts.**

I am asking you again to delete his alias and his posts.

I do also need to remind you that we still have a problem.

Specifically, on July the 8th 1999, a US District Judge, in New Hampshire, passed down a “Stipulated Protective Order” in a case I brought against a number of Internet posters using different aliases. I am faxing you the relevant order under separate cover. Essentially, the Judge ordered that the documents supplied and delivered by the parties to each other in the case were to be “sealed” as the information contained therein was confidential. There were specific rules and terms for either party to adhere to if the documents were to be passed on to any third parties.

The third parties themselves were also governed by these rules, and no information or data from these documents was to be made public without specific permission from the parties.

It now transpires that **Mr. Roberto Villasenor (alias the worm 06) and now as SCRI 852** illegally obtained copies of the documents, (how this transpired is now under investigation) and has been posting data and information from the contents, **IN DIRECT VIOLATION OF THE COURT ORDER**. As he has posted many thousands of postings on TVCP, UCSY, YAKC, and other chat lines, it is an almost impossible task for us to go check each and every post, in order to ascertain the ones that are in violation of the court order.

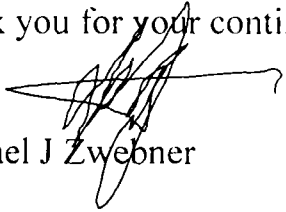
I therefore respectfully request once again, that you to further delete all his postings going back to January 2000. (to when he first registered).

Quite aside of his illegally posting of messages in direct violation of the judge / court order, most of his postings violate Raging Bull’s own terms and conditions of service. **Many of his messages posted are a classic example of hate, malice, personal attacks, harassment and are libelous, slanderous and in the main, an invented concoction of lies and fabrications as well as false insinuations.**

I myself have personally TOS'd his posts to your TOS department no less than 15 times, and in response, your office has indeed erased many of his posts in the past. In addition, for your information, an alternate chat line has also deleted hundreds of his posts too.

If you have any questions in this regard, please feel free to call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529.

Thank you for your continuing co-operation.



Michael J Zwebner

Cc Mark Van Wagoner

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

April 29th 2003

Mr. Jamie Carney
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX

Dear Mr. Jamie Carney,

You will recall my letter to you of April 14th 2003, in which I brought to your attention the new aliases of Roberto Villasenor, whos original alias, the worm_06 was deleted by yourself back in December, and since then you also deleted and cancelled his posts for which he re-registered as the worm_06A, then SCRI_852, and now he is back again as **no insiders**

This poster totally disregards your actions, and your terms and rules of registration.

**He has now AGAIN returned onto Raging Bull,
and is posting again now as “no_insiders”
He registered on April 18th 2003, and is once again
posting malicious and vicious posts.**

I am asking you again to delete his alias and his posts.

You can see from his posts that he is just repeating the posts of the worm_06, (himself) and I post here one of his many reposts as an example.

By: no insiders
28 Apr 2003, 06:17 PM EDT

Msg. 12478 of 12513

Jump to msg. #

By: the_worm06
14 Dec 2002, 02:15 AM EST Msg. 5765 of 12477
Jump to msg. #
A MESSAGE TO THE FOLLOWING PEOPLE:

Gene Rosov
Michael Cuzner-Charles
Anthony Heller
Clint Snyder
John Daly
Mark Tolner
Mohamed Haddid
Herbert Becker
Mark Van Wagoner
Alexander H. Walker Jr.
Carlos Duran
Richard Sablon
Jonathan Greenwood
Steve Cunningham
Andy Cunningham
Rick Cunningham
Cheryl Cunningham
Gina Maura
Dean Dumont
Joe Lanza
Jayne Lanza
Luke Rosov
etc
etc
etc

GUESS WHAT MICHAEL J. ZWEBNER IS GOING TO DO WHEN HE FINALLY GETS CHARGED WITH FRAUD, STOCK MANIPULATION, INSIDER TRADING AND MONEY LAUNDERING,.....

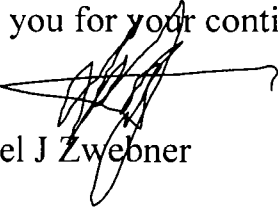
..... IN ORDER TO AVOID A 30 YEAR JAIL TERM?

This is a vile post, and is a personal attack on myself.

I guess you can investigate this poster, and ascertain his true identity.

If you have any questions in this regard, please feel free to call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529.

Thank you for your continuing co-operation.


Michael J Zwebner

Cc Mark Van Wagoner - Attorney

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

April 30th 2003

Mr. Jamie Carney
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX

Dear Mr. Jamie Carney,

I faxed you a letter yesterday relating to the poster (Roberto Villasenor) who is now using the alias;

“ no insiders ” mainly on the UCSY and TVCP boards on RB.

This poster is Roberto Villasenor Jr, of Sherman Oaks Los Angeles Ca.

The terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

I am asking you to stop his posts, and tell him in no uncertain terms that he cannot continue to re-register each and every time you suspend or cancel his alias.

I reprint here some of the text of my last fax to you.

“” You will recall my letter to you of April 14th 2003, in which I brought to your attention the new aliases of Roberto Villasenor, whose original alias, the worm_06 was deleted by yourself back in December, and since then you also deleted and cancelled his posts for which he re-registered as the worm_06A, then SCRI_852, and now he is back again as “no insiders””

This poster totally disregards your actions, and your terms and rules of registration.

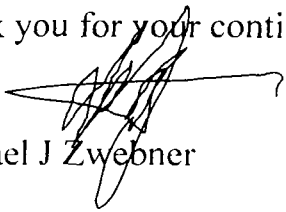
He has now AGAIN returned onto Raging Bull, and is posting again now as “no_insidere” He registered on April 18th 2003, and is once again posting malicious and vicious posts.

I am asking you again to delete his alias and his posts.

I guess you can investigate this poster, and ascertain his true identity.

If you have any questions in this regard, please feel free to call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529.

Thank you for your continuing co-operation.


Michael J Zwebner

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

August 5, 2003

Mr. Jamie Carney
Raging Bull
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX // OFFICIAL WARNING AND NOTICE.

Dear Mr. Jamie Carney,

I have reached the end of the tether with regards your company's ability to comply with your own stated "terms of use" and conditions of posting.

I have in the past few days TOS'ed several posters, and demanded that you delete both the posts and the posters aliases. You have not complied with these requests, nor have you acted in accordance with your contractual obligations. In the latest TOS's I brought your attention to poster **"65175R"** who I have identified is poster (Roberto Villasenor) who is now using this new alias.

He has previously posted under alias "theworm_06" (as well as several others) This poster is Roberto Villasenor Jr, of Sherman Oaks Los Angeles Ca.

The terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

This is only ONE of the terms of use that this poster is in transgression. In my view, he is acting in direct disregard of almost ALL YOUR RULES.

It seems your company / organization is either incapable or unwilling or deliberately failing to enforce the very terms of use and conditions of posting that YOU yourselves contract all your registered users to. You are therefore guilty of "Breach of Contract" in this regard, and I am suffering as a result of your actions or inactions.

I have now written to you too many times, and yet you fail to deal with this matter. Therefore, I will have to resort to other actions to stop this nonsense, and your indifference to what is transpiring on your web/chat sites.

If you have any questions or comments or wish to discuss this matter with me, you may call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529. This the last time I plan to write to you on this matter.

You have now been put on notice !.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michael J Zwebner", with a long horizontal line extending to the right.

Michael J Zwebner

CC Mark Van Wagoner - Attorney

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

August 7th, 2003

Mr. Jamie Carney
Raging Bull
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX // FINAL OFFICIAL WARNING AND NOTICE.

Dear Mr. Jamie Carney,

I AM NOW WRITING TO YOU FOR THE LAST TIME. I have reached the end of the tether with regards your company's responses or lack of responses and your total inability to comply with your own stated "terms of use" and conditions of posting on the Raging Bull chat sites.

Over the past few days I have TOS'ed several posters, and demanded that you delete both the posts and the posters aliases. You have not complied with these requests, nor have you acted in accordance with your contractual obligations. In the latest TOS's I brought your attention to poster **"65175R"** who I have identified for you as poster (Roberto Villasenor) who is now using this new alias. He has previously posted under alias "theworm_06" (as well as several others) This poster is Roberto Villasenor Jr, of Sherman Oaks Los Angeles Ca.

Aside of the endless harassment, false innuendoes, personal attacks and disgraceful public behavior that this poster is enacting, you are failing to honor the very terms of your own contracts with members which you have entered into.

The terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

This is only ONE of the terms of use that this poster is in transgression. In my view, he is acting in direct disregard of almost ALL YOUR RULES.


It seems your company / organization is either incapable or unwilling or deliberately failing to enforce the very terms of use and conditions of posting that YOU yourselves contract all your registered users to. You are therefore guilty of "Breach of Contract" in this regard, and I am suffering as a result of your actions or inactions.

I have now written to you too many times, and yet you fail to deal with this matter. Therefore, I will have to resort to other actions to stop this nonsense, and your indifference to what is transpiring on your web/chat sites.

This is the last time I plan to write to you on this matter. My next communication with your organization will be a court filed complaint.

You have now been put on notice !.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michael J Zwebner", with a long horizontal line extending to the right.

Michael J Zwebner

CC Mark Van Wagoner - Attorney

From the desk of Michael J Zwebner
Appt 3801, Blue Diamond Building
4779 Collins Avenue
Miami Beach FL 33140
Tel / Fax 305 535 1525
Email mjzwebner@sprynet.com

October 1, 2003

Mr. Jamie Carney
Raging Bull
Lycos Network Abuse Manager
100 5TH Street
Waltham
MA 02451

LETTER BY FAX // Email and sent by Mail.

Dear Mr. Jamie Carney,

Once again, I am forced to write to you in regards Roberto Villasenor Jr., alias the Worm_06, that you have so many times deleted and barred from posting on Raging Bull.

He has now re-registered and posts again as : **“Henry_Johnson123”**

Just like “65175R” who I have identified is poster (Roberto Villasenor) this new alias, is now being used by the same person. He has previously posted under numerous aliases including **“theworm 06”** (as well as several others) This poster is Roberto Villasenor Jr, of Sherman Oaks Los Angeles CA.

The terms of service of LYCOS for posters includes the following sentence :

Multiple aliases ; Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

Page 2 / Lycos

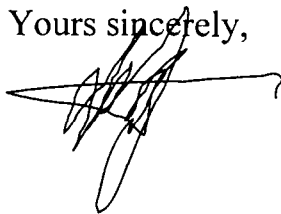
This is only ONE of the terms of use that this poster is in transgression. In my view, he is acting in direct disregard of almost ALL YOUR RULES.

It seems your company / organization is either incapable or unwilling or deliberately failing to enforce the very terms of use and conditions of posting that YOU yourselves contract all your registered users to. You are therefore guilty of "Breach of Contract" in this regard, and I am continuing to suffer as a result of your actions or inactions.

If you have any questions or comments or wish to discuss this matter with me, you may call me at any time to my home number above 305 535 1525, or you may reach me on my cell phone to 617 513 2529.

This the last time I plan to write to you on this matter.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michael J Zwebner". The signature is written in a cursive style with a long horizontal line extending to the right.

Michael J Zwebner

CC Mark Van Wagoner - Attorney

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Terra Lycos
100 Fifth Avenue
Waltham MA 02451

November 30, 2003

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I am in receipt of your letters dated November 14th and 21st. Although the letters contain no cognizable legal bases for an objection to a Federal subpoena and neither was filed with the Florida Federal Court, I will treat your letters as an objection under Federal Rule of Civil Procedure 45.

Because I believe that Terra Lycos (hereinafter Raging Bull) has no legitimate objection to the production of this information, as I will set out below, I intend to bring a motion under Rule 45 to compel the production of the information I have subpoenaed.

Let me begin with the stated grounds in your November 14 letter. First, you object to the fact that I have requested the names of 75 usernames all of which have posted either threatening or defamatory information on your Raging Bull website. You suggest that I may not request information about individuals who are not specifically named in the Complaint. In this position you fail to understand that I cannot name any person without information regarding that person's name or address. The complaint is against a number of unknown individuals, identified only by a John Doe listing. It is clear that I am seeking the true names of these other posters so I may exercise my legal rights.

This is legitimate discovery. Indeed, it is essential discovery. It does not and should not make a difference to Terra Lycos that I have a subpoena to uncover the truth about posters who have injured and continue to injure me on your Web chat lines.

You also suggest that the preservation of the anonymity of these posters is your concern. That position is not, however, consistent with the contractual relationship you purport to establish with each poster that registers with Raging Bull. Under your agreement with each poster, “[a]ll Lycos Network registrations become the exclusive property of Lycos, its affiliates and subsidiaries.” Contrary to your letter, Terra Lycos owns the registration information and the posters have no legal interest remaining in the registration. To solidify this legal position, Terra Lycos has required each registrant to not only release Terra Lycos from any liability for the use of this information but to require each poster to indemnify Terra Lycos for any possible loss to the company. Despite the vacant language of your letters, you must be familiar with the language of paragraph 29. Let me quote only a portion:

By using the Lycos Network, using the Products and Services, or submitting any ideas and/or related materials to Lycos, you are hereby agreeing to release Lycos and its parents, subsidiaries, affiliates, officers, employees, and licensors from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Products and Services or to any disputes regarding use of ideas and/or related materials submitted to Lycos.

Most telling, however, is Raging Bull’s clear contractual agreement with these posters that it will not protect anyone’s anonymity. Your letter is in direct conflict with the contractual terms set out on the Raging Bull web site. Can I not rely on this? Can anyone?

Lycos will disclose information about individual users to governmental or judicial authorities or law enforcement agencies, or to other individuals or entities in response to subpoena, court order, or other legal process. (*Emphasis added*)

Raging Bull has already exceeded its contractual obligations by notifying each of the potentially affected posters that, “[w]e [Raging Bull] intend to comply with the subpoena on November 20, 2003. Unless, before that date we receive notice that you have filed a motion to quash the subpoena in the appropriate court.” To be sure, you have reversed yourselves and made a conscious choice to ignore your own terms of service. You have done so, in large measure, I believe, in response to pressure from this same group of nameless defamers who populate your board and post the most vile canards in plain violation of your terms of service.

Finally, you make a general, unsupported claim that compliance with this subpoena “creates an undue burden” on Terra Lycos. While I have no specific knowledge of the electronic filings of your company, I find this assertion hard to believe. Even in my rudimentary EDP work, I could easily create a record for each of these posters, by username, and call up all of the information regarding such a poster by enacting a few simple clicks. In your recitation of the terms and conditions of doing business with your company, you make it clear that you intend to share the personal information of these posters with many other companies, including third parties. Your eagerness to divulge this “secret” information to third parties undercuts your bland claim of burden.

Your November 24, 2003 letter which objects to providing information concerning only one poster rehearses the arguments I have already addressed and raises a question regarding service of the subpoena. You cite Rule 45(a)(2) without quotation. I am not a lawyer, but the following language from that subparagraph seems to support my position: “a subpoena for production or inspection shall issue from the court for the district in which the production or inspection is to be made.” Because the inspection is to be made in Florida, it seems to me that the Florida Court is the appropriate Court to issue the subpoena. Further, the sections of Rule 45 that give guidance regarding the Court’s power to quash or modify a subpoena do not cite your objection as a ground. To the contrary, because I have not required you or any officer of Terra Lycos to attend in Florida, it appears to me that you do not have grounds to quash or modify the subpoena.

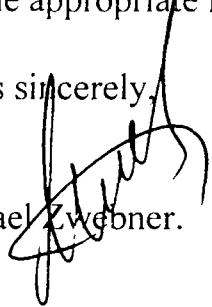
Clearly, I intend to seek relief from the Court by way of a Motion to Compel. Before I do so, however, I understand from the Court's Local Rules, that I should undertake with you a "good faith effort to resolve the issues raised in the discovery motion." Let me address the issues and my proposal for a resolution with you.

First, with regard to the number of posters to be identified I would be willing, without waiving my rights to seek further names at a later date, to designate a lesser number of posters. Will this make any difference to your position? In this regard, however, I would request that you set out to me the "burden" on Raging Bull associated with producing this information.

Second, I would be willing to arrange to inspect or accept the production of any of this information at your offices. This would obviate any concerns the company could have regarding the supposed failure to issue the subpoena from a Massachusetts Court. Of course, I could arrange to have such a subpoena issued, but it seems to me that such a course merely multiplies my expense without any benefit to you except, possibly, to appease and protect this same group of bashers.

Please let me hear from you immediately. You may email me with your response. If I have not heard from you by the close of business on December 5, 2003, I will assume that you are unwilling to attempt to resolve these issues in good faith and I will make that certification to the Court and file the appropriate motions.

Yours sincerely,


Michael Zwebner.

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Terra Lycos / Raging Bull
100 Fifth Avenue
Waltham MA 02451

December 29th, 2003

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I draw your attention to Poster alias: "quondo1" who is posting on Raging Bull UCSY chat line. His most recent posts are totally outrageous, and almost each and every one is defamatory, harassing and transgresses YOUR own terms of service.

I have brought the attention of Raging Bull / Lycos on numerous occasions that this poster is none other than Roberto Villasenor Jr., alias 'the_worm06' alias = "no_insiders" alias = "SCRI_852" alias = "The Worm_06A" alias = "**65175R**" alias = "**Henry_Johnson123**"., all of whom YOUR organization has deleted many times, each occasion with the notion that he was not to return.

Let me remind you that the terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

Page 2

I repeat again, that all his (quondo1) posts are slanderous, libelous, defamatory and harassing. It is outrageous that you have and continue to allow this poster to continue to return to RB, and post the lies and false insinuations that he does, with total impunity.

Your terms of service are being transgressed on a minute by minute basis, and yet incredibly, you continue to ‘protect’ this and other posters by not revealing his and others names per my court subpoena.

I DEMAND YOU IMMEDIATELY STOP THESE POSTS, DELETE THEM AND DELETE THE POSTER. AND DO SO IN A MANNER THAT IS MORE PERMANENT.

I have now written to your organization on many many occasions. You seem totally either unable or unwilling to take action, and enforce YOUR own terms of service. You therefore leave me no options but to resort to legal action against your company.

You have been put on notice for the last time.

Yours sincerely,

Michael Zwebner.

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Mr. E. Solowey, - Attorney
Terra Lycos Inc / Raging Bull
100 Fifth Avenue
Waltham MA 02451

December 30th 2003

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I draw your attention to Poster alias: **“quondo1”** who is posting on Raging Bull UCSY chat line.

As you must certainly know, this is the most recent alias of Roberto G. Villasenor, Jr., who has used, among others, the following aliases: **“the_worm06”**; **“no_insiders”** ; **“SCRI_852”**; **“The Worm_06A”**; **“65175R”**; **“Henry_Johnson123”**. He has now again reposted several times a defamatory article from the Mail on Sunday. Before I was aware that he was essentially “judgment proof,” I previously sued him over the publication of these canards. In addition to this republication of foul defamation, his other recent posts are outrageous, harassing and transgresses your own terms of service.

I have brought Mr. Villasenor to the attention of Raging Bull / Lycos on numerous occasions, (letters, faxes and emails to Jamie Charney) and you have previously determined that he would not be permitted to use your service. Let me remind you that the terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

If your terms of service mean anything, Mr. Villasenor should have no access to your boards. If you cannot police this one wild poster, it may mean that your supposed rules are merely illusory and, perhaps, misleading to the general public. Even if Mr. Villasenor's current posts were not defamatory, harassing and in plain violation of your published rules, those posts should be deleted and the poster's ISP or other addresses should be blocked because of prior violations. It is outrageous that you have and continue to allow this poster to continue to return to RB, and post the lies and false insinuations that he does, with total impunity.

Others of your clients have defamed me and I have attempted merely to find a real name so I can confront these cyber-cowards in Federal Court. Despite your published statements to the contrary, you have interfered with legal processes to protect these posters who violate your terms of service.

Here, then is another clear opportunity for your company to demonstrate what it considers to be integrity. Will you protect this poster? Do your terms of service have meaning? I believe that you act in arbitrary and capricious ways to essentially void your public agreements and to act as a publisher as that term is defined in Internet law.

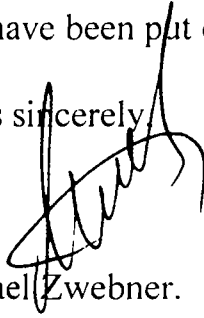
I DEMAND YOU IMMEDIATELY STOP THESE POSTS, DELETE THEM AND BLOCK THE POSTER PERMANENTLY.

I have now written to your organization on many, many occasions. You seem totally either unable or unwilling to take action, and enforce YOUR own terms of service. You seem to want to leave me no option but to resort to legal action against your company.

Page 3

You have been put on notice for the last time.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Michael Zwebner". The signature is written in a cursive style with a large, sweeping initial "M" and "Z".

Michael Zwebner.

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Mr. E. Solowey, - Attorney
Terra Lycos Inc / Raging Bull
100 Fifth Avenue
Waltham MA 02451

January 26, 2004

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I, ONCE MORE draw your attention to Poster alias: **“quondol”** who is posting on Raging Bull UCSY chat line.

As you must certainly know, this is the most recent alias of Roberto G. Villasenor, Jr., who has used, among others, the following aliases: **‘the_worm06’; “no_insiders” ; “SCRI_852”; “The Worm_06A”; “65175R”; “Henry_Johnson123”**. He has now again reposted several times a defamatory article from the Mail on Sunday. Before I was aware that he was essentially “judgment proof,” I previously sued him over the publication of these canards. In addition to this republication of foul defamation, his other recent posts are outrageous, harassing and transgresses your own terms of service.

I have brought Mr. Villasenor to the attention of Raging Bull / Lycos on numerous occasions, (letters, faxes and emails to Jamie Charney) and you have previously determined that he would not be permitted to use your service. Let me remind you that the terms of service of LYCOS for posters includes the following sentence :

Multiple aliases

Posting under more than one member name, this includes creating a new member name after a suspension or deletion.

If your terms of service mean anything, Mr. Villasenor should have no access to your boards. If you cannot police this one wild poster, it may mean that your supposed rules are merely illusory and, perhaps, misleading to the general public. Even if Mr. Villasenor's current posts were not defamatory, harassing and in plain violation of your published rules, those posts should be deleted and the poster's ISP or other addresses should be blocked because of prior violations. It is outrageous that you have and continue to allow this poster to continue to return to RB, and post the lies and false insinuations that he does, with total impunity.

Today, this "alias" has posted the following posting.

By: quondo1
26 Jan 2004, 05:43 PM EST

Msg. 29623 of 29625
(This msg. is a reply to [29621](#) by risc85.)

Jump to msg. #

risc85

MICHAEL J. ZWEBNER, THE CEO OF A PUBLICLY TRADED COMPANY (ALTHOUGH ONE WITH NO REVENUES AND A NEGATIVE NET WORTH!) WAS BEHIND MANY OF THE DEATH THREATS ON RAGING BULL AND OTCFORUMS.COM.

and

HE HAS BEEN INVOLVED IN FRAUD, STOCK MANIPULATION, INSIDER TRADING AND MONEY LAUNDERING.

By: risc85
26 Jan 2004, 05:16 PM EST Msg. 29621 of 29622
(Msg. is a reply to 29620 by quondo1.)
You are FOS worm06. I hope Zwebner seus you for LIBEL....:0)

This post is totally false, defamatory, and outrageous. I am demanding you delete this post immediately.

I will not continue to make letters and faxes to you, and have you ignore them. If you do not positively respond to this letter, and deal with this matter in a responsible way, I WILL TAKE LEGAL ACTION, AND FILE SUIT AGAINST YOU / YOUR ORGANIZATION. I have had enough of this outrageous conduct, and YOU need to step up to the table and act responsibly.

I DEMAND YOU IMMEDIATELY STOP THESE POSTS, DELETE THEM AND BLOCK THE POSTER PERMANENTLY.

I repeat, this is a last warning. Your organization must take action, and enforce YOUR own terms of service.

You have been put on notice ! Govern your actions accordingly.

Yours sincerely,


Michael Kwebner.

From the desk of Michael Zwebner
Suite 12K, 407 Lincoln Road
Miami beach FL 33139
Tel 305 672 6344
Fax 305 672 1965
Email: mjzwebner@sprynet.com

Mr. E. Solowey, - Attorney
Terra Lycos Inc / Raging Bull
100 Fifth Avenue
Waltham MA 02451

January 27th 2004

Letter by FAX and Overnight Mail

Dear Mr. Solowey,

I read the attached post this evening. How much more of this must one endure till you decide to enforce your own terms and conditions of service.

I am now more convinced than ever, that as you /Lycos do not take action, and allow this outrageous behavior to continue unabated and uncontrolled, one must come to the conclusion that your company's sole motive is nothing but pure financial money / GREED, and as such, there is little chance you will act. Therefore, I will no longer hesitate, but to sue you. Expect the delivery of the law suit soon !

You have been put on notice !

Yours sincerely,


Michael Zwebner.

EXHIBIT “3”

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I (a) PLAINTIFFS
 Universal Communication & Systems, Inc. (Nevada Corp.), Michael J. Zwebner & Others Similarly Situated

DEFENDANTS
 Lycos, Inc. & Terra Lycos, Inc. (The Lycos Network)

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF DADE
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
 JOHN H. FARO, Esq.
 44 West Flagler Street, Suite 1100
 Miami, FL 33130, Phone, (305) 424-1112

ATTORNEYS (IF KNOWN)
 KLEIN

CITY - MIAMI

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT
 (IN U.S. PLAINTIFF CASES ONLY)
 NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

FILER BY
 CLERK
 2004 JUL - 23 PM 11:16
 DISTRICT
 D.C.

II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties IN Item III)

Action arose in Dade County

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN X IN ONE BOX)
 (For Diversity Cases Only) FOR PLAINTIFF AND ONE BOX FOR DEFENDANT

Citizen of This State	PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4
Citizen of Another State	PTF <input type="checkbox"/> 2 DEF <input checked="" type="checkbox"/> 2	Incorporated and Principal Place Of Business in Another State	PTF <input type="checkbox"/> 5 DEF <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	PTF <input type="checkbox"/> 3 DEF <input type="checkbox"/> 3	Foreign Nation	PTF <input type="checkbox"/> 6 DEF <input type="checkbox"/> 6

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)
 47 USC 223 - Implied right of action for cyber stalking

Dade 1:04cv21618 JEM/Klein

V. NATURE OF SUIT (PLACE AN x IN ONE BOX ONLY)

CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment Of Veteran=s Benefits <input type="checkbox"/> 160 Stockholders= Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input checked="" type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers= Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury C Med Malpractice Liability <input type="checkbox"/> 365 Personal Injury C Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ref. Inc. Security Act	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RST(405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS c Third Party 26 USC 7609	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/CC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations Selective Service <input type="checkbox"/> 810 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input checked="" type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Other		

VI. ORIGIN (PLACE AN x IN ONE BOX ONLY)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (Specify)
 6 Multidistrict Litigation
 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION **DEMAND \$300M** Check YES only if demanded IN complaint:
JURY DEMAND: YES NO

VIII. RELATED CASE(S) IF ANY (See Instructions)
 JUDGE DOCKET NUMBER

DATE: July 2, 2004
 SIGNATURE OF ATTORNEY OF RECORD: *[Signature]*
 FBI# 527,459

UNITED STATES DISTRICT COURT
 Ret # 903960

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-44

Authority For Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs - Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE:In land condemnation cases, the county of residence of the Adefendant@ is the location of the tract of land involved).

(c) Attorneys. Enter firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section A(see attachment)@.

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8 (a), F.R.C.P., which requires that jurisdictions be shown in pleading. Place an AX@ in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction is based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an X in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4)This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS-44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause.

V. Nature of Suite. Place an AX@ in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section IV above, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

VI. Origin. Place an AX@ in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5)For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) check this box for an appeal from a magistrate=s decision.

VII. Requested in Complaint. Class Action. Place an AX@ in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS-44 is used to reference relating pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.
(rev. 07/89)

ADDITIONAL ATTACHMENTS NOT SCANNED

- LEGAL SIZE DOCUMENTS
 - LARGE EXHIBIT
 - DOUBLE SIDED
 - EXTRADITION PAPERS
 - BOUNDED AND/OR TABBED
PURSUANT TO LOCAL RULE 5.1.A.2.(b)
 - BANKRUPTCY PAPERS
 - FLOPPY DISK/VIDEO TAPE(S)
 - OTHER Exhibits
-

PLEASE REFER TO THE COURT FILE