

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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Index No. 102578-09

DENISE E. FINKEL,

Plaintiff,

-against-

**AFFIRMATION IN
OPPOSITION**

FACEBOOK, INC., MICHAEL DAUBER,
JEFFREY SCHWARTZ, MELINDA DANOWITZ,
LEAH HERZ, RICHARD DAUBER, AMY
SCHWARTZ, ELLIOT SCHWARTZ, MARTIN
DANOWITZ, BARI DANOWITZ, ALAN HERZ and
ELLEN HERZ,

Defendants.

-----X

STATE OF NEW YORK)
COUNTY OF NEW YORK) ^{SS}:

MARK M. ALTSCHUL, the undersigned attorney duly admitted to practice before the Courts of the State of New York, affirms the following under the penalties of perjury:

1. I am associated with ALTSCHUL & ALTSCHUL, the attorneys of record for the Plaintiff, DENISE FINKEL, in the above entitled action. I am fully familiar with all the pleadings and proceedings had herein heretofore. I make this affirmation in opposition to Defendant FACEBOOK, INC.'s motion for an order dismissing the causes of action in the Plaintiff's complaint that are directed against Defendant FACEBOOK. A copy of the Plaintiff's complaint is annexed hereto as Exhibit A¹.

Altschul
& Altschul
Attorneys at Law

¹ A copy of the Summons and Complaint in this action is provided to the Court as a courtesy. Defendant FACEBOOK failed to comply with the Rules of this Court in the Defendant FACEBOOK did not attach to the papers supporting its motion a copy of the

INTRODUCTION:

2. As set forth in the Summons and Complaint, Exhibit A, hereto, the Plaintiff, DENISE FINKEL, was subjected to statements that were defamatory *per se* that appeared and were published on Defendant FACEBOOK's website. As the complaint alleges the defamatory statements claim that Ms. FINKEL, the Plaintiff contracted sexually transmitted diseases, contracted AIDS, that Ms. FINKEL had sexually relations with animals and was an IV Drug user. All of these statements per published by Defendant FACEBOOK while Ms. FINKEL was attending Oceanside High School in Oceanside, New York.

3. Defendant FACEBOOK operates and maintains a internet website called "Facebook" [for the purposes of this affirmation, FACEBOOK will refer to the corporate defendant, while FACEBOOK will refer to the website]. The FACEBOOK website is a free-access social networking website that is operated and privately owned by Defendant FACEBOOK. Users can join networks organized by various categories including geographic, age, interest, religion and the like. The users can then connect and interact with other users. Users can also add friends and send them messages, and update their user personal profiles to notify the user's friends about themselves. The website's name refers to the paper facebook depicting members of a campus community that some United States colleges and

pleadings. To date, the only pleadings are the Summons and Complaint. It is also respectfully observed that the Defendant FACEBOOK failed to serve copies of its application on the other defendants in this action.

preparatory schools give to incoming students, faculty, and staff as a way to get to know other people on campus.

4. The FACEBOOK website is free to users. Similar to a newspaper or magazine the website generates revenue from advertising. Unique to a website such as FACEBOOK is its ability to tailor advertising to target people based upon their interest. The website's advertising includes "banner ads". Users can create profiles including photos and lists of personal interests, exchange private or public messages, and join groups of other user/friends, within the format allowed by the FACEBOOK website. The media often compares FACEBOOK to MySpace.

5. It has been reported that the FACEBOOK website is the leading social networking site based on monthly unique visitors, having overtaken main competitor MySpace in April 2008. That FACEBOOK attracted 132.1 million unique visitors in June 2008, compared to MySpace, which attracted 117.6 million. It was also reported that FACEBOOK's ranking among all websites increased from 60th to 7th in terms of worldwide traffic, from September 2006 to September 2007, and is currently 5th. FACEBOOK is ranked in the top twenty United States websites.

INTERNATIONAL INTEREST IN THIS ACTION

6. This action became a matter of International Media interest almost immediately after my office filed the Summons and Complaint [Exhibit A, hereto] with the Clerk of the Court. I did not contact the media, rather, the media sought me and my client.

A few days after the filing of the Summons and Complaint, a reporter for the *New York Post* called me thereafter, an article appeared in the March 1, 2009, Sunday *New York Post*. [See link to story at http://www.nypost.com/seven/03012009/news/regionalnews/3m_slap_at_facebook_bullies_157495.htm] Shortly thereafter, the story of this lawsuit was covered by *Newsday* [See link to story at <http://www.hln.be/hln/nl/958/Multimedia/article/detail/745564/2009/03/05/Meisje-eist-3-miljoen-dollar-wegens-pestgroep-op-Facebook.d.html>]. Thereafter, the story was picked up by several news organizations Worldwide and has been translated into several languages. A "Google Search" of Denise Finkel will show that there are over 1,000 items on the Internet about this lawsuit analysis by various scholarly Internet legal websites. The story has appeared on several Radio Stations in New York State. Additionally, the story has been covered locally on Television as well as Nationally. Several news organizations have expressed interest to do a more complete coverage of the story, however, Ms. FINKEL, at the moment is not prepared to grant any interviews or accept more media attention.

7. There are several reasons that this lawsuit has caught the eye of the International Media. First, this action presents a rapidly growing problem "Cyber-bulling²", which has become a problem

² The National Crime Prevention Council's definition of cyber-bullying is "when the Internet, cell phones or other devices are used to send or post text or images intended to hurt or embarrass another person." Other researchers use similar language to describe the phenomenon. Cyber-bullying can be as simple as continuing to send e-mail to someone who has said they want no further contact with the sender, but it may also include threats,

in recent years due to the ever expanding reach of the Internet and other communications technologies that are now a part of our everyday lives. Second, FACEBOOK has been growing nearly exponentially in a very short period of time as noted above. FACEBOOK's impact on human contact has been profound, despite its relatively short existence. Within the last few months, there has been a "tug of war" between the Defendant and the On-Line Internet Community over the use and ownership of the content of the pages that appear on FACEBOOK. Third, the horrific nature of the defamatory statements made and there were published by Defendant FACEBOOK. Fourth, this is a case of first impression with the issues presented herein and will have far reaching implications for not only the litigants herein but for the Internet and the Public Good as a whole.

8. Regardless of the outcome of this instant application, no matter which way it may be decided, the International Media will again be interested in the rights defined thereby. This action will effect the growth, rights and boundaries of the Internet and its users.

sexual remarks, pejorative labels (i.e., hate speech), ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact aimed at humiliation. Cyber-bullies may disclose victims' personal data (e.g. real name, address, or workplace/schools) at websites or forums or may pose as the identity of a victim for the purpose of publishing material in their name that defames or ridicules them. Some cyberbullies may also send threatening and harassing emails and instant messages to the victims, while other post rumors or gossip and instigate others to dislike and gang up on the target. Though the use of sexual remarks and threats are sometimes present in cyber-bullying, it is not the same as sexual harassment and does not necessarily involve sexual predators.

PROCEDURE

9. Defendant FACEBOOK has effectively moved under CPLR §3211 for a pre-answer motion to dismiss. In such a preliminary motion to dismiss, the determination on the merits involves only a question of law to be argued by the parties on the motion. [See, O'Hara v. Del Bello, 47 N.Y.2d 363, 418, N.Y.S.2d 334, 391 N.E.2d 1311 (1979).] Thus, for the purposes of a motion to dismiss, the truth of the allegations of the complaint are assumed true. [See, LaBarbera v. Town of Woodstock, 29 A.D.3d 1054, 814 N.Y.S.2d 376 (3rd Dept. 2006); Negrin v. Norwest Mortgage, Inc., 293 A.D.2d 726, 741 N.Y.S.2d 287 (2nd Dept. 2002); Crawford v. Cantor, 82 A.D.2d 791, 440 N.Y.S.2d 661 (1st Dept. 1981), *order aff'd.*, 56 N.Y.2d 529, 449 N.Y.S.2d 962, 434 N.E.2d 1342 (1982).]

SUMMARY OF DEFENDANT FACEBOOK'S ARGUMENT

10. Defendant FACEBOOK rests its argument to dismiss on the Federal Statute 47 U.S.C. §230, the Communications Decency Act of 1996 ("CDA"). Defendant FACEBOOK argues that the CDA immunizes social networking sites, like FACEBOOK, from civil liability with respect to material that is created by users, also known as "information content providers", of the site.

11. In support of its argument, FACEBOOK sites the case Carafano v. Metrosplash.com, Inc., 339 F.3d 1119, 1123 (9th Cir. 2003), to substantiate the view that so long as an information content provider provides the essential published content the internet service provider receives full immunity from liability. In

addition, FACEBOOK argues that courts are precluded from entertaining claims that would place a computer service provider in a publishers role, Zeran v. America Online, Inc., 129 F.3d 327, 300 (4th Cir. 1997).

12. As such, Defendant FACEBOOK argues that it is immune from the causes of action alleged by against it by the Plaintiff herein since the alleged defamatory statements found on FACEBOOK regarding the Plaintiff were made by information content providers and not FACEBOOK. As demonstrated herein, Defendant FACEBOOK's arguments are mistaken.

**DEFENDANT FACEBOOK'S ARGUMENT IS
INAPPLICABLE TO THE INSTANT ACTION**

13. None of the cases presented in Defendant FACEBOOK'S memorandum of law in support of the instant motion confront the issue of when an interactive computer service asserts ownership, in whole or in part, of content posted by an information content provider. In fact, the issue of whether the CDA [47 U.S.C. §230] provides immunity for an interactive computer service that explicitly asserts ownership of content posted on their site by information content providers is a novel issue and a case of first impression for both the Courts of New York State and the Federal Court system.

14. For the convenience of the Court attached hereto and made a part hereof as Exhibit B is a copy of FACEBOOK'S Terms Of Use from its website. Specifically, Defendant FACEBOOK'S "Terms of Use"

that appear on its site, and which any information content providers wishing to register on FACEBOOK must agree to, explicitly asserts FACEBOOK's ownership³ of the content on its site. To wit, the section of Defendant FACEBOOK'S Terms of Use entitled "Proprietary Rights in Site Content; Limited License" states that:

"All content on the site and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content") are the proprietary property of the Company, its users or licensors with all rights reserved.

15. In addition to Defendant FACEBOOK'S Terms of Use language which plainly asserts ownership of the content of its site, Defendant FACEBOOK placed a copyright notice on the web pages that contain the defamatory statements directed at the Plaintiff in this action (See the exhibits to the Plaintiff's complaint annexed hereto as Exhibit A). Further, procedurally, as a result of this pre-answer motion, Defendant FACEBOOK admits that it is the publisher of the defamatory content [see ¶9, *supra*]. Thus, the following allegations of the Ms. Finkel's complaint [Exhibit A, hereto] are deemed true:

18. The "Facebook Group" was published on the Internet by defendant FACEBOOK.

³ It is respectfully submitted that the complete nature and extent of Defendant FACEBOOK'S claim of ownership in the content on its FACEBOOK website is a matter beyond the scope of the instant application. Nevertheless, the mere fact that Defendant FACEBOOK asserts any claim of ownership over the content is what distinguishes this case from the previously reported cases.

19. Upon information and belief, that on or about and commencing on January 28, 2007 the SHORT OF A DOLLAR DEFENDANTS with the assistance of defendant FACEBOOK published the "Facebook Group".

21. Upon information and belief, that on or about and commencing on January 28, 2007 the SHORT OF A DOLLAR DEFENDANTS with the assistance of defendant FACEBOOK published the "Facebook Group" as set forth in Exhibit 1, hereto.

22. Upon information and belief, the defendant FACEBOOK cause the "Facebook Group" as set forth in Exhibit 1, hereto, to be published on the Internet.

27. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS knew that it was false.

28. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, Defendant FACEBOOK should have known that such statements were false and/or have taken steps to verify the genuineness of the matters set forth in Exhibit 1, hereto.

29. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK failed to take the proper steps to ascertain its accuracy.

30. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published it with reckless disregard of whether it was true or not.

31. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published it maliciously in order to wrongfully harm the plaintiff.

32. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published it with actual malice and with the intent to injure the plaintiff.

33. In publishing the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK acted in a grossly irresponsible manner.

34. In publishing the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK acted without due consideration for the standards of information gathering and dissemination ordinarily followed by responsible parties.

Procedurally, for the purposes of Defendant FACEBOOK's instant application, the fact of publication by FACEBOOK is undisputed. Additionally and as based in fact, Defendant FACEBOOK has made two discreet claims to ownership of the content on FACEBOOK - first, in FACEBOOK's Terms of Use and second, when FACEBOOK affixed a copyright notice "©" to each of the web pages evidencing the defamatory statements made by the Defendants about the Plaintiff. There is no doubt that Defendant FACEBOOK seeks ownership in the content on its website as that is the method by which FACEBOOK can financially exploit the content in order to maximize its advertising revenue, as would any other paper publisher does.

16. To be sure, Plaintiff is aware of the necessity of the CDA [47 U.S.C. §230] to protect interactive computer services who are merely providing a conduit through which users may exchange content - as well as protecting any other persons/entities who route the information through a variety of internet computers/servers until the content reaches any number of users/members of the computer service.

17. However, it is also Plaintiff's position that the immunity afforded internet computer services under the CDA [47 U.S.C. §230] does not apply when the computer service claims ownership of the material contained on its site. This is why this

case is a case of first impression. In the previously reported cases there was no claim of ownership to the materials posted on such websites. Here, FACEBOOK exercises control over and has some claim of ownership in the content. The Plaintiff respectfully submits that Defendant FACEBOOK wants to have its cake and eat it too. Defendant FACEBOOK wants to use the CDA as a shield to immunize itself from being sued for defamation due to any of the postings of its users [information content providers] while also claiming ownership of the content posted on its site. Should FACEBOOK lay claim to control and own the content, which FACEBOOK does, FACEBOOK can not claim the protection of the CDA. As such Defendant FACEBOOK's present application must be denied.

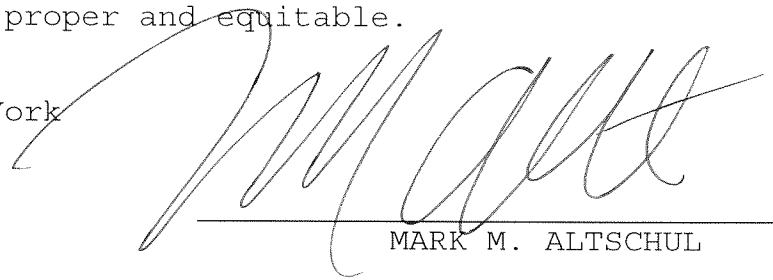
18. Such a duplicitous position is plainly outside the bounds of protection that the CDA [47 U.S.C. §230] provided for interactive computer services. To allow a interactive computer service like Defendant FACEBOOK to use the CDA as a shield and a sword contradicts the very foundation of defamation law which allows defamed individuals to seeking relief against the speakers/owners of the defamatory statements. Here, the fact that Defendant FACEBOOK lays a claim to the defamatory statements is sufficient grounds to deny Defendant FACEBOOK the immunity of the CDA.

19. In sum, what Defendant FACEBOOK is asking this Court to do is apply the CDA to a factual situation that is outside the bounds of immunity provided by the CDA while trampling all over the Plaintiff's well established rights to seek redress from the courts for great damage inflicted by Defendant FACEBOOK'S grossly

defamatory statements. Thus, this application by Defendant FACEBOOK is unsupported in the procedure, on the facts or the law.

WHEREFORE, Plaintiff respectfully requests that the Court deny Defendant FACEBOOK'S motion for an order dismissing the Plaintiff's complaint against Defendant FACEBOOK and an award for attorneys fees, costs, and for such other and further relief the court shall deem just, proper and equitable.

Dated: New York, New York
March 26, 2009



MARK M. ALTSCHUL

Exhibit A

Exhibit A

Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Index No. 102578 -09
Date purchased: 02/24/09

DENISE E. FINKEL,

Plaintiff(s),

Plaintiff(s) designates
New York
County as the place of trial.

-against-

The basis of venue is Place of
Business of Defendant

SUMMONS

FACEBOOK, INC., MICHAEL DAUBER,
JEFFREY SCHWARTZ, MELINDA DANOWITZ,
LEAH HERZ, RICHARD DAUBER, AMY
SCHWARTZ, ELLIOTT SCHWARTZ, MARTIN
DANOWITZ, BARI DANOWITZ, ALAN HERZ and
ELLEN HERZ,

Plaintiff(s) resides at
3412 Bayfield Boulevard
Oceanside, New York

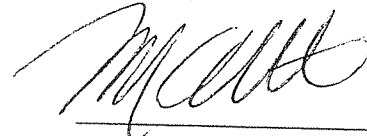
County of Nassau

Defendant(s).

To the above named Defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated, February 16, 2009.



MARK M. ALTSCHUL
ALTSCHUL & ALTSCHUL
Attorneys for Plaintiff(s)
18 East 12th Street
New York, New York
(212) 924-1505

Defendant's Address:
FACEBOOK INC.
551 Fifth Avenue - 6th Floor
New York, New York 10176

(Supreme Court)

NEW YORK
COUNTY CLERK'S OFFICE

FEB 24 2009

Summons: Page 1 of 2.

NOT COMPARED
WITH COPY FILED

Michael Dauber
Richard Dauber
3377 Frederick Street
Oceanside, NY 11572

Jeffrey Schwartz
Amy Schwartz
3406 Bayfield Boulevard
Oceanside, NY 11572

Elliott Schwartz
97 Elaine Drive
Oceanside, NY 11572

Melinda Danowitz
Martin Danowitz & Bari Danowitz
3947 Sally Lane
Oceanside, NY 11572

Leah Herz
Alan Herz & Ellen Herz
290 Foxhurst Road
Oceanside, NY 11572

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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Index No.

-09

DENISE E. FINKEL,

Plaintiff,

COMPLAINT

-against-

FACEBOOK, INC., MICHAEL DAUBER,
JEFFREY SCHWARTZ, MELINDA DANOWITZ,
LEAH HERZ, RICHARD DAUBER, AMY
SCHWARTZ, ELLIOTT SCHWARTZ, MARTIN
DANOWITZ, BARI DANOWITZ, ALAN HERZ and
ELLEN HERZ,

Defendant.

-----X

Plaintiff by his attorneys, ALTSCHUL & ALTSCHUL, complain of
the Defendant:

AS AND FOR A FIRST CAUSE OF ACTION

1. The plaintiff resides at 3412 Bayfield Boulevard,
Oceanside, County of Nassau, State of New York.

2. The plaintiff was born on May 4, 1990 and was no longer
under the disability of age as of May 4, 2008.

3. Upon information and belief, defendant FACEBOOK, INC.
is a foreign corporation with offices at 551 Fifth Avenue, 6th
Floor, County, City and State of New York transacting business in
the State of New York.

4. In the alternative to paragraph 3, *infra*, upon

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& Altschul
Attorneys at Law

information and belief, defendant FACEBOOK, INC. is a domestic corporation with offices at 551 Fifth Avenue, 6th Floor, County, City and State of New York transacting business in the State of New York.

5. Upon information and belief, defendant, MICHAEL DAUBER, resides at 3377 Frederick Street, Oceanside, County of Nassau, State of New York.

6. Upon information and belief, defendant, RICHARD DAUBER, resides at 3377 Frederick Street, Oceanside, County of Nassau, State of New York.

7. Upon information and belief, defendant, JEFFREY SCHWARTZ, resides at 3406 Bayfield Boulevard, Oceanside, County of Nassau, State of New York.

8. Upon information and belief, defendant, AMY SCHWARTZ, resides at 3406 Bayfield Boulevard, Oceanside, County of Nassau, State of New York.

9. Upon information and belief, defendant, ELLIOTT SCHWARTZ, resides at 97 Elaine Drive, Oceanside, County of Nassau, State of New York.

10. Upon information and belief, defendant, MELINDA DANOWITZ, resides at 3947 Sally Lane, Oceanside, County of Nassau, State of New York.

11. Upon information and belief, defendant, MARTIN DANOWITZ, resides at 3947 Sally Lane, Oceanside, County of Nassau,

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& Altschul
Attorneys at Law

State of New York.

12. Upon information and belief, defendant, BARI DANOWITZ, resides at 3947 Sally Lane, Oceanside, County of Nassau, State of New York.

13. Upon information and belief, defendant, LEAH HERZ, resides at 290 Foxhurst Road, Oceanside, County of Nassau, State of New York.

14. Upon information and belief, defendant, ALAN HERZ, resides at 290 Foxhurst Road, Oceanside, County of Nassau, State of New York.

15. Upon information and belief, defendant, ELLEN HERZ, resides at 290 Foxhurst Road, Oceanside, County of Nassau, State of New York.

16. Defendants, MICHAEL DAUBER, JEFFREY SCHWARTZ, MELINDA DANOWITZ and LEAH HERZ, hereinafter mentioned referred to as the SHORT OF A DOLLAR DEFENDANTS.

17. The SHORT OF A DOLLAR DEFENDANTS developed and published a "Facebook Group" called "90 Cents Short Of A Dollar" and/or ".90\$ Short Of A Dollar"

18. The "Facebook Group" was published on the Internet by defendant FACEBOOK.

19. Upon information and belief, that on or about and commencing on January 28, 2007 the SHORT OF A DOLLAR DEFENDANTS with the

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assistance of defendant FACEBOOK published the "Facebook Group".

20. Annexed hereto and made a part hereof as Exhibit 1 is a print out of various pages of the "Facebook Group" referred to in paragraphs 17, 18 and 19, *supra*.

21. Upon information and belief, that on or about and commencing on January 28, 2007 the SHORT OF A DOLLAR DEFENDANTS with the assistance of defendant FACEBOOK published the "Facebook Group" as set forth in Exhibit 1, hereto.

22. Upon information and belief, the defendant FACEBOOK cause the "Facebook Group" as set forth in Exhibit 1, hereto, to be published on the Internet.

23. By the publication of the Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS meant and was understood to mean, *inter alia*, that the plaintiff was a woman of dubious morals, dubious sexual character, having engaged in bestiality, an "I V drug user" as well as having contracted the H.I.V. virus and AIDS.

24. The publication of Exhibit 1, hereto, on the Internet was of and concerning the plaintiff and was calculated to hold the plaintiff up to public hatred, ridicule and disgrace.

25. The publication of Exhibit 1, hereto, on the Internet has and will cause the plaintiff great damage to her general reputation.

26. The defamatory statements set forth above are false.

27. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1,

hereto, the SHORT OF A DOLLAR DEFENDANTS knew that it was false.

28. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, Defendant FACEBOOK should have known that such statements were false and/or have taken steps to verify the genuineness of the matters set forth in Exhibit 1, hereto.

29. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK failed to take the proper steps to ascertain its accuracy.

30. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published it with reckless disregard of whether it was true or not.

31. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published it maliciously in order to wrongfully harm the plaintiff.

32. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published it with actual malice and with the intent to injure the plaintiff.

33. In publishing the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant

FACEBOOK acted in a grossly irresponsible manner.

34. In publishing the defamatory matter contained in Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK acted without due consideration for the standards of information gathering and dissemination ordinarily followed by responsible parties.

35. The published defamatory matter contained in Exhibit 1, hereto, was defamatory *Per Se*.

36. By reason of this publication, the plaintiff has been greatly injured in her reputation and character, to plaintiff's damage in the sum of \$3,000,000.00 in compensatory damages.

37. By reason of this publication, the plaintiff has been greatly injured in her reputation and character, to plaintiff's damage in the sum of \$3,000,000.00 in punitive damages.

AS AND FOR A SECOND CAUSE OF ACTION

38. The plaintiff repeats and realleges paragraphs 1 through 37, *supra*, inclusive as if set forth herein at length.

39. Defendants, RICHARD DAUBER, AMY SCHWARTZ, ELLIOTT SCHWARTZ, MARTIN DANOWITZ, BARI DANOWITZ, ALAN HERZ and ELLEN HERZ, hereinafter mentioned referred to as the PARENT DEFENDANTS.

40. At the time the SHORT OF A DOLLAR DEFENDANTS and Defendant FACEBOOK published Exhibit 1, hereto, the SHORT OF A DOLLAR DEFENDANTS

Altschul
& Altschul
Attorneys at Law

were all under the age of majority.

41. That the PARENT DEFENDANTS knew or should have know that the SHORT OF A DOLLAR DEFENDANTS were engaged in the malicious and defamatory activities as set forth in Exhibit 1, hereto.

42. That the PARENT DEFENDANTS assisted in the SHORT OF A DOLLAR DEFENDANTS defamatory activities either knowingly or negligently.

43. That in the alternative, the PARENT DEFENDANTS negligently supervised the minor persons of the SHORT OF A DOLLAR DEFENDANTS to prevent the SHORT OF A DOLLAR DEFENDANTS from engaging in the defamatory activities and the publishing of Exhibit 1, hereto.

44. The PARENT DEFENDANTS by reason of their action and/or inactions, the plaintiff has been greatly injured in her reputation and character, to plaintiff's damage in the sum of \$3,000,000.00 in compensatory damages.

45. The PARENT DEFENDANTS by reason of their action and/or inactions, the plaintiff has been greatly injured in her reputation and character, to plaintiff's damage in the sum of \$3,000,000.00 in punitive damages.

WHEREFORE, plaintiff demands judgment against the Defendant as follows:

a) On the First Cause of Action in the sum of \$3,000,000.00 in compensatory damages;

b) On the First Cause of Action in the sum of

Altschul
& Altschul
Attorneys at Law

\$3,000,000.00 in punitive damages;

c) On the Second Cause of Action in the sum of \$3,000,000.00 in compensatory damages;

d) On the Second Cause of Action in the sum of \$3,000,000.00 in punitive damages;

e) Together with interest from January 28, 2007, costs and disbursements of this action; and

f) Such other and further relief that this Court shall deem just, proper and equitable.

Dated: New York, New York
February 16, 2009.

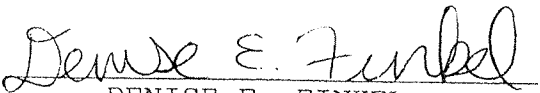


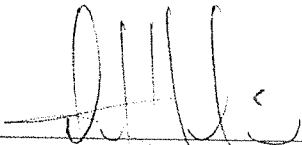
MARK M. ALTSCHUL
ALTSCHUL & ALTSCHUL
Attorneys for Plaintiff
18 East 12th Street
New York, New York 10003
212-924-1505

STATE OF NEW YORK)
COUNTY OF NASSAU)^{SS:}

DENISE E. FINKEL being duly sworn says that I am the plaintiff herein, I have read the foregoing Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true. The grounds of my belief as to all matters not stated upon my own knowledge are documents in my possession and conversations with the plaintiff's witnesses.

Sworn to before me on
February 16, 2009.


DENISE E. FINKEL



Notary Public

DEMELL JENKINS
NOTARY PUBLIC, State of NY
#01JE6118063
Qualified in Nassau County
Commission Exp. Nov. 1, 2012

Altschul
& Altschul
Attorneys at Law

- Search
- My Profile [edit](#)
- My Friends
- My Photos
- My Shares
- My Notes
- My Groups
- My Events
- My Messages
- My Mobile
- My Account
- My Privacy

Vonage

STAY
close to
family and
friends in
Asia for
\$10 more
a month!

CLICK HERE



Vonage

.90\$ short of a dollar

Global

Information

Group Info

Name: .90\$ short of a dollar
 Type: Just for Fun - Inside Jokes
 Description: i love us<3

Contact Info

Slate: NY



Leave Group

Report Group

Shara

Officers

Michael Dauber
the revolutionizer whose one hand started it all

Melinda Danowitz
the creator of the organization that ended it all

Leah Herz
number 2... her name says it all... shes THE SHIT

Joe Colello
the sixth cent...who apparently can see dead people

Jeff Schwartz
9999 out with shit...number two...uff said...white chocolate!

Related Groups

Let Melinda Danowitz Back
Common Interest - Friends

I say lol when I dont mean it
Common Interest - Activities

Procrastinators of the world
UNITE!!!!tomorrow.
Just for Fun - Totally Pointless

We don't like Jason Litwack
Common Interest - Friends

I sleep on a pillow
Common Interest - Activities

Group Type

This is a secret group. It will not show up in your profile, and only admins can invite members.

Admins

- Michael Dauber (creator)
- Melinda Danowitz

Recent News

- leah and jeff are now screwing each other
- Cindy's dad can flip a pen really cool like
- jodiemade Ice cream
- michael made the pictures for the group
- melinda made the group
- ?apaerently the 11th cent got aids?
- alyssa probably drew something
- joe and dauber are ogign on a trip soon
- joe is using his camera often
- carissa got an ipod video or will soon get it
- jeff lost at poker to dauber
- aparently jeff is not black and will never be

the cents will go as followed....

- 1st melinda because she made thr group
- 2nd leah for comign up witht he whoel cent idea and theoretically takign the thrown
- 3rd me because i revolutionized eveyrone
- 4thjeff because he is banging number 2...hahahahha.shit.....number 2
- 5th is jodie because 5 times 2 is 10 and leah times jodie equals everyone joining in on there dance outside
- 6tgh is joe because he can see dead people !?!?!?!?!?!?!?
- 7th is carissa because 7 plus 5 is 12 and twelve divided by 4 is three and 3 times 2 is 6 and six minus one is five and five times 2 minus 2 equals 8 and 8 plus one is 9 and nine plus 1 equals 10...so inadvertnly carissa plus eveyrone else equals everyone
- 8th is alex because if u wer e ot tip the 8 to the side it woudl be infinity and alex can run forever
- 9th is alyssa because nien divided by three times two divided by three again is 2 and 2 is double and she is double a
- and 10th his cindy because she holds her own weight witht her singing alone and doesnt need ot be a beginning cent to be gr8...she just has ot hae peopel listen to her voice

Photos

Displaying 3 photos.

Add Photos | See All



Discussion Board

There are no discussions. Start the first topic.

Members

This group has 6 members.

See All



Melinda Danowitz



Michael Dauber



Alyssa Buono



Jeff Schwartz



Leah Herz



Joe Colello

The Wall

Displaying 10 of 82 wall posts.

Write Something | See All



Melinda Danowitz wrote at 11:03am
i'll post!! :)
Message - Report

about blog developers jobs terms
privacy advertise
a Mark Zuckerberg production
Facebook © 2007



Michael Dauber wrote at 11:13pm on February 3rd, 2007
second
Message - Report



Leah Herz wrote at 11:11pm on February 3rd, 2007
GUYS WHY WILL NO ONE ELSE POST ANYMORE
ASIDE FROM ME AND DAUBER???
who cares about the whole stupid spy thing?
Message - Report



Michael Dauber wrote at 11:09pm on February 3rd, 2007
btw..."10 shor tof a benjamin" is
sicccccccck...hahaha who ever isnt apart in our
group...join that group...its liek ten times
more "roinchy" then this one
Message - Report



Michael Dauber wrote at 11:08pm on February 3rd, 2007
yeah good thing the spy knows nothgin of "10 short
of a benjamin"...and yeah...we know u exist spy
Message - Report



Leah Herz wrote at 8:03pm on February 3rd, 2007
this group is dangerous...theres spies reading our
posts. nothing is safe. hahah luckily we have
another secret group that they haven't found
yet...and NEVER WILL!!!! MWAHAHAHAHAHA!!!!
Message - Report



Michael Dauber wrote at 10:56pm on February 1st, 2007
hahaha...very nice use of code
word...also...no...in on wednesday night...we
smeeek into the school and put a giant blakc garbage
bag over her locker..then in the morning when she
arrives at school a t prmptly 730 eveyroen will be int
he hall...we rig it so that when she opens the locker
it falls and rips open in fron of everyone...and no
dry objects either ...its got to be liek rotten bananas
and such foods that would make her smell
bad...also its got to be a day where her mom has a
meeting in a nother town so she cant go
home...because fossas dotn walk...
mwahahahahhahaha...also before she opens her
locker...we put a sign on it says..tis thursday right...u
ikrwo that that means...and after all the garbage
falls on her a little note flies down saying...thats
irght its ur garbage day.....so now do us a favor
and take the trash otu (meanign urself)
Message - Report



Jeff Schwartz wrote at 10:21pm on February 1st, 2007
okay heres the plan dauber and joe...someone next
thursday bring in a big ass garbage bag with so
much crap in it,,, we then proceed to dump it on
fossas and tell her we assumed it was thursday
Message - Report

Exhibit A: Page 2 of 21.

[about](#) [blog](#) [developers](#) [jobs](#) [home](#)
[privacy](#) [advertise](#)
a Mark Zuckerberg production
Facebook © 2007



Michael Dauber wrote
at 10:56pm on February 1st, 2007

hahaha....very nice use of code
word....also....no...in on wednesday night...we
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dry objects either ...its got to be liek rotten bananas
and such foods that would make her smell
bad...also its got to be a day where her mom has a
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and take the trash otu (meanign urself)

[Message](#) - [Report](#)



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much crap in it,,, we then proceed to dump it on
fossas and tell her we assumed it was thursday

[Message](#) - [Report](#)



Joe Colello wrote
at 9:47pm on February 1st, 2007

and every other wednesday

[Message](#) - [Report](#)



Joe Colello wrote
at 9:47pm on February 1st, 2007

and fridays and mondays and tuesdays

[Message](#) - [Report](#)



Joe Colello wrote
at 9:34pm on February 1st, 2007

Since Jeff killed the joke, he gets garbage every
thursdays

[Message](#) - [Report](#)



Michael Dauber wrote
at 9:28pm on February 1st, 2007

hahahhaa... one...yes Leah its the hand that
protected me form u slappign me an dieft u a red
mark...and hahaha...go ahead jeff...it'll keep the
tradition codename foss/number 11/richard
jamerson bitch....alive for everyoen to take arbage
out of thursdays

[Message](#) - [Report](#)



Jeff Schwartz wrote
at 7:59pm on February 1st, 2007

I will kill that joke... joe and dauber u shouldnt have
told me that... i now had evidence that shes
mentally retarded

[Message](#) - [Report](#)



Jeff Schwartz wrote
at 7:58pm on February 1st, 2007

Remember thursdays garbage day

[Message](#) - [Report](#)



Josh Clark wrote

Exhibit A: Page 4 of 21.

[home](#) [search](#) [browse](#) [invite](#) [help](#) [logout](#)

Search

.90\$ short of a dollar's Wall

- My Profile edit
- My Friends
- My Photos
- My Shares
- My Notes
- My Groups
- My Events
- My Messages (1)
- My Mobile
- My Account
- My Privacy

Displaying posts 1 - 20 of 76.

1 2 3 4 next

Write something...



[Back to Group Profile](#)

Exhibit A: Page 5 of 21.



Jeff Schwartz wrote
at 10:21pm on February 1st, 2007

okay heres the plan dauber and joe...someone next thursday bring in a big ass garbage bag with so much crap in it,,, we then proceed to dump it on fossas and tell her we assumed it was thursday
Message - Report



Joe Colello wrote
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and every other wednesday
Message - Report



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Message - Report



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Message - Report



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Message - Report



Jeff Schwartz wrote
at 7:59pm on February 1st, 2007

I will kill that joke... joe and dauber u shouldnt have told me that... i now had evidence that shes mentally retarded
Message - Report



Jeff Schwartz wrote
at 7:58pm on February 1st, 2007

Remember thursdays garbage day
Message - Report



Leah Herz wrote
at 6:17pm on February 1st, 2007

i like how ur title dauber is "the revolutionizer who with one hand started it all"

would this be the SAME ONE HAND that left a large red print on my arm when you abusively attacked me during our bowling league?!?!?!

thought so.....
Message - Report

Exhibit A: Page 6 of 21.

SEARCH HELP DEVELOPERS JOBS TERMS
privacy advertise
a Mark Zuckerberg production
Facebook © 2007



Michael Dauber wrote
at 10:15pm on January 31st, 2007

aww...poor leah...remeber this though...i neer
lie...just tell the truth

Message - Report



Leah Herz wrote
at 9:28pm on January 31st, 2007

dauber that really hurt.
you have left a boo boo on my heart.
I don't know if I can forgive you.
ever.
especially since you didn't come to jew dub
yesterday.
robots are more important to you.
so is screwing ur dog.
but lets not get into that here.
not the time or place.

Message - Report



Michael Dauber wrote
at 8:57pm on January 31st, 2007

why is number11 not refered as rick james
bitch...anred leah...stop thinkign ur the
shit...because ur not THE shit...u jsut are
shit...number 2...not g-d

Message - Report



Leah Herz wrote
at 11:16pm on January 30th, 2007

i feel that in the text book i should go down as L-
ah...as in g-d.

Message - Report



Jeff Schwartz wrote
at 11:16pm on January 30th, 2007

I think it was be issued that Rick James bitch be
pronounced as Dave Chappelle would say it. And
what the fuck dating shit,,, your a douche bag thats
right.. and since rick james is no longer 11 can i be
11 since(yes im going to kill the spinal tap joke) yes
its one louder than 10,,, these go to 11,,, 11 one
better than 10... 11 (i just murdered it)

Message - Report



Melinda Banowitz wrote
at 11:09pm on January 30th, 2007

dauber.. i like how you changed jeffs officer
position!
i think it was fine how it was
but whatevrrrrr

you just HAVE to be in control of everything
daubsie..i see how it is

Message - Report



Michael Dauber wrote
at 10:57pm on January 30th, 2007

no...i only use one hand when i type...idiot..a.dn
thats when it all happened..and ur not an
officer...because...what the fuck have u done to go
in the textbook...huh...what...what...noting that
what...bitch...and yes...codename number 11 neew
code name can be...rick james bitch...however nto
to soudn cliche in anyway..it will eb
pronounced...Richard Jamerson
Biaaaaatch....agreed?

Message - Report



Jeff Schwartz wrote
at 9:40pm on January 30th, 2007

Exhibit A: Page 8 of 21.



Melinda Danowitz wrote
at 7:03pm on January 30th, 2007

did you see what 11 was wearing
sorry for being a bitch..but she CANNOT pull that off

Message - Report



Leah Herz wrote
at 4:01pm on January 30th, 2007

i saw eleven today in the hall...

AWKWARD TURTLE.

Message - Report



Michael Dauber wrote
at 11:51pm on January 29th, 2007

taking a number two...doing a duece...numebr two literally means tkaing a shit

Message - Report



Michael Dauber wrote
at 11:23pm on January 29th, 2007

i disagree with leah....i do believe number two...IS... shit

Message - Report



Leah Herz wrote
at 10:59pm on January 29th, 2007

BY THE WAY
NUMBAHH TWOOO is THE SHITT!!!

Message - Report



Leah Herz wrote
at 10:57pm on January 29th, 2007

yay im an officer!!!
and id liek to thank all the little people who helped me get to this position in my career...i forgoet
there names at this momeent...sumthign about pennies and dollars...well moving on...its an honor
and a priviledge and i will serve this group to the bets of my abilities.

Message - Report



Melinda Danowitz wrote
at 10:31pm on January 29th, 2007

trivia + cent fights + gh2 + aids + prostitutes + dead people + hairy chest + joe cursing +
masturbation = this wall = life<33

Message - Report



Michael Dauber wrote
at 10:05pm on January 29th, 2007

both..
.....god....
(said int he way fo neppoleon dynomite)

-daubsy?

Message - Report



Jeff Schwartz wrote
at 9:28am on January 29th, 2007

Exhibit A: Page 9 of 21.

home search browse invite help logout

Search

.90\$ short of a dollar's Wall

- My Profile [edit](#)
- My Friends
- My Photos
- My Shares
- My Notes
- My Groups
- My Events
- My Messages (1)
- My Mobile
- My Account
- My Privacy

Displaying posts 21 - 40 of 76.

prev 1 2 3 4 next

Write something...



[Back to Group Profile](#)



Exhibit A: Page 10 of 21.

prev 1 2 3 4 next

[about](#) [blog](#) [developers](#) [jobs](#) [terms](#) [privacy](#) [advertise](#)
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Exhibit A: Page 11 of 21.

Home search browse invite

Photos from ".90\$ short of a dollar"

Oceanside Senior

- My Profile
- My Friends
- My Photos
- My Shares
- My Notes
- My Groups
- My Events
- My Messages
- My Mobile
- My Account
- My Privacy

Photo 1 of 3 | Back to Group | See All Photos



Share

From the group:
".90\$ short of a dollar"
Dauber



Joe Crisello wrote
at 3:04pm on Saturday, October 12, 2007

Best picture ever.

Dauber, u are amazing at making pictures

message report



Leah Herz wrote
at 3:07pm on Saturday, October 12, 2007

the reflection of fire in the eyes adds a nice effect.

message report

Tag This Photo
Report This Photo
Order Prints

Exhibit A: Page 12 of 21.



Michael Dauber wrote
at 8:48pm on January 29th, 2007

bowlin bitch...(jeff)

Message - Report



Michael Dauber wrote
at 8:47pm on January 29th, 2007

no...letsa think about ...uh...pi symbols...the would topple over int he wind...but them triangles/
pyrimids...they are the sturdiest....i dont see any monumentus un ruined ruins such as the stone
hedge nto broken anywhere...however them pyrimids are still untouched

Message - Report



Jeff Schwartz wrote
at 8:47pm on January 29th, 2007

Weekly trivia... besides masturbation sorry perverted mine... what is the cherished activity of the
chosen group,,, once again sorry lol i couldnt resist

Message - Report



Leah Herz wrote
at 8:45pm on January 29th, 2007

I rsent that last comment dauber and BTW speaking of sturday shapes....the two sided ones as far as
im concerned are the sturdiest.

Message - Report



Michael Dauber wrote
at 8:44pm on January 29th, 2007

and yeah eleon is a great number...plus 4 is always screwing 2...not elevon screwing 2...liek 2 time s
itself is 4...so liek when 2 is masterbating its 4 she is thinkgin about...her double...nto 11 which is not
divisable by 2

Message - Report



Michael Dauber wrote
at 8:43pm on January 29th, 2007

hahah jeff...u could be but then who would be 4...and also...like wtf man triangles are the
sturdiest....if i do recall...its triangular topped houses that are around...and little numebr of square
ones originally ...i mean the amish houses always had triangles...and so did very other....plus there
are lss joints to break...so booyahcahsha

Message - Report



Leah Herz wrote
at 8:41pm on January 29th, 2007

hahaha eleven LMFAO
btw spinal tap = my hugest Hollywood video late fee ever.
don't worry though it was so worth it. ;)

Message - Report



Michael Dauber wrote
at 8:40pm on January 29th, 2007

nothigns wrong with hairy chests.... austin powers always got the ladies...yehaw....and yeah..three is
th ebest

Message - Report



Jeff Schwartz wrote
at 8:40pm on January 29th, 2007

Exhibit A: Page 13 of 21.

[home](#) [search](#) [browse](#) [invite](#) [help](#) [logout](#)

Search

.90\$ short of a dollar's Wall

- My Profile edit
- My Friends
- My Photos
- My Shares
- My Notes
- My Groups
- My Events
- My Messages (1)
- My Mobile
- My Account
- My Privacy

Displaying posts 41 - 60 of 76.

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Write something...



[Back to Group Profile](#)

prev 1 2 **3** 4 next

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Exhibit A: Page 15 of 21.



Leah Herz wrote
at 8:39pm on January 29th, 2007

and that first is the worst thing isnt true...
melinda (#1) by association with me is also co-best! hahaha

Message - Report



Leah Herz wrote
at 8:38pm on January 29th, 2007

NUH UH DAUBER!!!
first is the worst
second is the best
third is the one with the hairy chest!!!!

EWWW DAUBER HAS COOTIES LETS RUN AWAY!!!!

hahaha i miss 1st grade : (

Message - Report



Michael Dauber wrote
at 8:37pm on January 29th, 2007

hey number three is awesome too...think abotu it...the sturdiest shape..a triangle...three
sides....primne number three...perfect number.....third is the one who always come sout with a
minimal priz ebtu still gets one...and three is alsothe number of stars on orionas belt...so booyah
btich..(th eonebelow me)

-ps....jkign baout the bitch part.
-pps....sstop jokgin around u meant titties

Message - Report



Leah Herz wrote
at 8:34pm on January 29th, 2007

yay i'm the second cent.
number 2 = shittttttttt.
I VOW TO MAKE THIS PUTRID NUMBER THE BEST IT CAN BE.

Message - Report



Melinda Danowitz wrote
at 8:34pm on January 29th, 2007

i'm number one!!! yay :)

Message - Report



Michael Dauber wrote
at 8:32pm on January 29th, 2007

also i heard that the stds she got were os bad that she morfed intot he devil in one of our
pictures...oops did i reviel the 11th cent?>


Message - Report



Michael Dauber wrote
at 8:30pm on January 29th, 2007


and 10th his cindy because she holds her own weight wht her singing alone and doesnt need ot be a
begining cent to be gr8...she just has ot hae peopel listen to her voice

Message - Report


 Leah Herz wrote
at 8:27pm on January 29th, 2007
i totally agree with dauber...like if there was something that sumone was selling for 1 cent our group could buy like....10 more of it than she could.

LIKE TOTALLY GO US!!!
WE LIKE TITALLY KICK ASSS! woohoo.

Message - Report


 Michael Dauber wrote
at 8:21pm on January 29th, 2007
just for the fact that jeff for got the him..int he himogination he shoudl not be commenting...also the 99 cent group is so overrated....like wtf man....she has one cent...wats the big wooh...we got 9 cents over her....

Message - Report


 Leah Herz wrote
at 8:13pm on January 29th, 2007
word on the street is that the eleventh cent is created a new group, with a totally original name too....99 cents short of a dollar...that would mean her group has---

oh wow, thats just sad.


Message - Report

 Melinda Danowitz wrote
at 8:00pm on January 29th, 2007
i heard that the 11th cent got aids when she hired a male prostitute who came dressed as a sexy fireman. apparantly..she was lonely, because her friends no longer associated with her. her sexy fireman prostitute was her only company. in addition to acquiring aids, this nameless 11th cent aquired crabs, and syphilis.


Message - Report

 Jeff Schwartz wrote
at 7:43pm on January 29th, 2007
In regards to the 7th cents comment,,, it was not from an African cruise... it was from sharing needles with different heroin adicts, this led to cross "mojination" which caused the HIV virus... she then persisted to screw a baboon which caused the epidemic to spread


Message - Report

 Joe Colello wrote
at 7:14pm on January 29th, 2007
I'm the 6th cent... like the sixth sense... I see dead people

Message - Report


 Joe Colello wrote
at 5:23pm on January 29th, 2007
What cent number am I?

Message - Report

 Leah Herz wrote
at 5:04pm on January 29th, 2007
ooohh i like this group.
BTW the 11th cent, uknbeknownst to many, acquired AIDS while on a cruise to Africa (with another member of the group who we shall leave nameless).
While in Africa she was seen fucking a horse. NICHTE NICHTE eleventh cent! I mean you know...I kinda felt bad for the eleventh cent...but then again I felt WORSE for the horse. I mean he really got the shit end of that deal. Moving on....uhh well actually thats all I had to say so aiiiite.

▼ The 7th Cent.

Message - Report

 Melinda Danowitz wrote
at 10:47pm on January 28th, 2007
pps..keep joe away from your facebook people!

Message - Report

[home](#) [search](#) [browse](#) [invite](#) [help](#) [logout](#)

- Search
- My Profile [edit](#)
- My Friends
- My Photos
- My Shares
- My Notes
- My Groups
- My Events
- My Messages (1)
- My Mobile
- My Account
- My Privacy

.90\$ short of a dollar's Wall

Displaying posts 61 - 76 of 76.

[prev](#) [1](#) [2](#) [3](#) [4](#)

Write something...



[Back to Group Profile](#)

Exhibit A: Page 18 of 21.



Melinda Danowitz wrote
 at 10:46pm on January 28th, 2007
 ps.. alyssa.. i like your typo :p
 Message - Report



Melinda Danowitz wrote
 at 10:46pm on January 28th, 2007
 dear dauber
 learn how to type
 love, melinda
 Message - Report



Michael Dauber wrote
 at 8:20pm on January 28th, 2007
 just to comment on jeffs comment...yeah she tookt he way of freddy mercury...she got aids form the
 same sex....idk who...(the pseron below me)...but th eperson below me doesn th ae aids...hmmmm
 Message - Report



Alyssa Buono wrote
 at 7:53pm on January 28th, 2007
 you can ass this to the recent news... Rocketwon300 [7:48 P.M.]: im not black
 ... HE FINALLY ADMITTED IT!
 sadly jeff, we all knew anyway lol
 ok i just realized the typo i made up there but I'm gonna leave it just for the purpose of entertainment,
 it should say *add for all u smart ones out there
 Delete



Jeff Schwartz wrote
 at 2:09pm on January 28th, 2007
 O the other member.... she got Aids
 Message - Report



Melinda Danowitz wrote
 at 11:58am on January 28th, 2007
 hmm .. i have no idea
 Message - Report



Joe Colillo wrote
 at 11:34am on January 28th, 2007
 Whatever happened to that other cent that made us 89 cents short of a dollar?

Home search browse invite

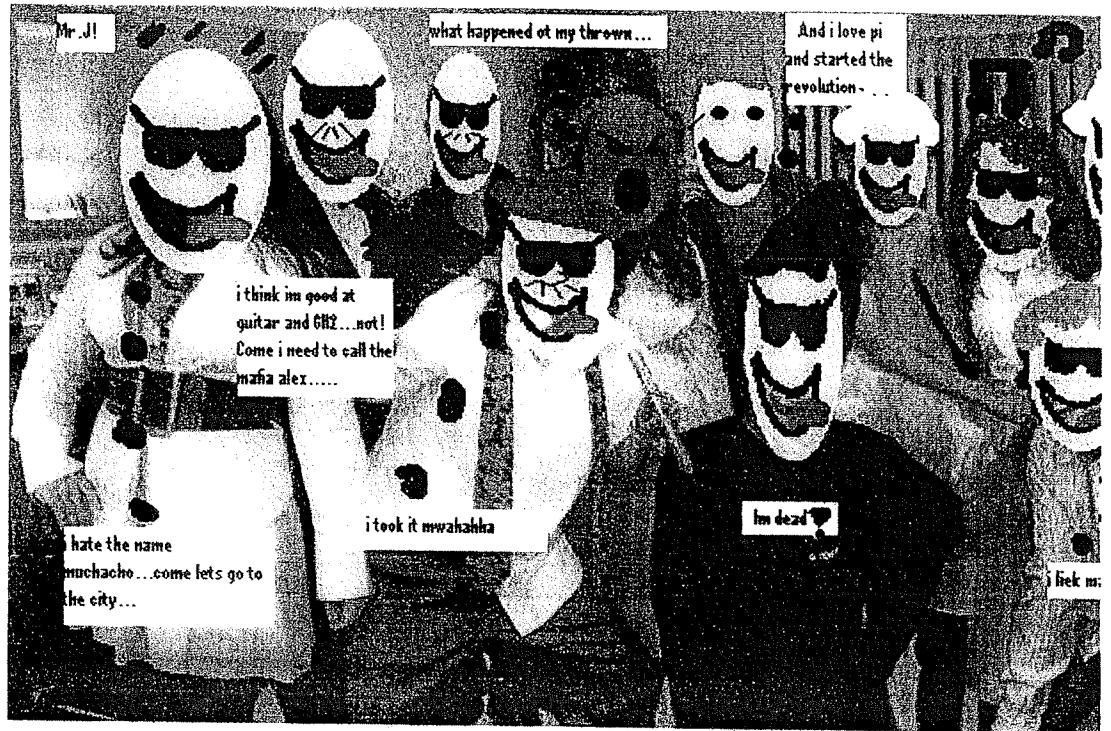
Photos from ".90\$ short of a dollar"

Oceanside Senior

Photo 1 of 2 | Back to Group | See All Photos

My profile

- My Friends
- My Photos
- My Shares
- My Notes
- My Groups
- My Events
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- My Privacy



Share hidden yesterday

From the group: ".90\$ short of a dollar" Dauber



Joe Colella wrote at 2:50 am

LMAO!!!!!!!

Message Report

Tag This Photo Report This Post Order Prints

Post a Reply



Exhibit B

Exhibit B

Exhibit B

Remember Me

Forgot your password?



Sign Up

Facebook helps you connect and share with the people in your life.

Terms of Use

Date of Last Revision: September 23, 2008

Welcome to Facebook, a social utility that connects you with the people around you. The Facebook service and network (collectively, "Facebook" or "the Service") are operated by Facebook, Inc. and its corporate affiliates (collectively, "us", "we" or "the Company"). By accessing or using our web site at www.facebook.com or the mobile version thereof (together the "Site") or by posting a Share Button on your site, you (the "User") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"), whether or not you are a registered member of Facebook. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. If we do this, we will post the changes to these Terms of Use on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

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

Eligibility

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

Registration Data; Account Security

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

Proprietary Rights in Site Content; Limited License

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

Trademarks

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User Conduct

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

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

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

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

User Content Posted on the Site

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

When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will automatically expire, however you acknowledge that the Company may retain archived copies of your User Content. Facebook does not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms, you retain full ownership of all of your User Content and any intellectual property rights or other proprietary rights associated with your User Content.

Facebook Mobile Services

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

Copyright Complaints

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

Repeat Infringer Policy

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

Third Party Websites and Content

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

Share Service

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

Use of Share Links by Online Content Providers

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

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

In order for an Online Content Provider to include a Share Link on its pages, the Third Party Site must not contain

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

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

Facebook Marketplace

All listings posted on or through the Facebook Marketplace service and all transactions conducted in connection therewith are subject to and governed by the Facebook Marketplace Guidelines (the "Guidelines") as well as these Terms of Use. When you use Facebook Marketplace in any manner you are agreeing to abide by and be subject to the Guidelines and the other applicable rules set forth in these Terms of Use. The Guidelines are subject to change without prior notice at any time, in the Company's sole discretion, so you should review the Guidelines each time you use Facebook Marketplace. Parties to a transaction are solely responsible for all interactions with each other, for arranging for payment and the exchange of the goods or services purchased if applicable, and for the results and performance of any transaction or relationship entered into through Facebook Marketplace. You acknowledge that Facebook is not responsible or liable for any action or inaction of any party to a transaction, for any failure to perform, to pay any amounts due, or to deliver any merchandise or services as promised, or for any other aspect of the transaction. Any fees or payments collected by Facebook applicable to Facebook Marketplace are set forth on the Site, and all terms and conditions applicable to such fees are set forth in the Facebook Terms of Sale. However, please note that the Terms of Sale do not apply to your purchases of products or services from third parties through Facebook Marketplace, as those transactions are strictly between you and the other party to the transaction. ALL USE OF FACEBOOK MARKETPLACE IS PROVIDED "AS IS" AND AT YOUR OWN RISK.

Facebook Platform Applications

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

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

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

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

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

Facebook Connect

Facebook Connect ("Connect") enables participating third party websites to work just like Facebook Platform applications. Once you allow a third party website to connect with Facebook, you will be able to use your Facebook login information to log into that website. The third party website will be able to: generate and publish news feed and other stories about actions you take on their website; access Facebook information related to you (including your profile information, friends, and privacy settings) so you can use your Facebook information on the third party site; and allow you to interact with your friends on the website. In order to make Connect possible,

you agree to allow Facebook to check your Facebook cookies when you are visiting participating third party websites, and allow Facebook to receive information concerning the actions you take on those third party websites. In addition, once you allow a participating third party website to connect with Facebook, you agree to allow Facebook and such third party website to generate and publish news feed and other stories about actions you take on the website without any additional permission. In the event you no longer want the third party website to publish stories about you, you can always disable this feature by changing your [application settings](#).

When your friends connect their Facebook account with a participating third party website, Facebook Connect will enable them to find Facebook friends that may also be users of that third party website, and invite them to use Connect as well. If you do not want your friends to be able to invite you, you may change your [privacy settings](#) to disable this feature.

Connect also gives you the ability to permit Facebook and participating third party websites to generate and publish news feed and other stories about actions you have taken on such websites, even if you have not gone through the Connect process. In such cases, you will be asked whether you want to publish the story on Facebook, and will be given the opportunity to save your answer for future stories. In the event you want to change your settings for that website, visit your [application settings](#).

Like Platform Applications, third party websites that participate in Connect are required, among other things, to protect your privacy consistent with your Facebook privacy settings and Facebook's [privacy policy](#).

Facebook Pages

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

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

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

Terms of Sale

Please refer to our [Terms of Sale](#) for the terms, conditions and policies applicable to your purchase of products or services from Company. By ordering products or services from Company through the Site, you agree to be bound by and accept the Terms of Sale. The Terms of Sale are subject to change without prior notice at any time, in Company's sole discretion so you should review the Terms of Sale each time you make a purchase.

User Disputes

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

Privacy

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

Disclaimers

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

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

interactions between users of the Site, whether online or offline.

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

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

Limitation on Liability

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

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

Termination

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

Governing Law; Venue and Jurisdiction

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

Arbitration

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

Arbitration under this Agreement shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in the case of consumer disputes, the AAA's Supplementary Procedures for Consumer Related Disputes (the "AAA Consumer Rules") (collectively the "AAA Rules"). The location of the

arbitration and the allocation of costs and fees for such arbitration shall be determined in accordance with such AAA Rules and shall be subject to the limitations provided for in the AAA Consumer Rules (for consumer disputes). If such costs are determined to be excessive in a consumer dispute, the Company will be responsible for paying all arbitration fees and arbitrator compensation in excess of what is deemed reasonable. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

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

Indemnity

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

Submissions

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

Definitions and Constructions

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

Other

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

Questions

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

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