

October 3, 2014

Brian P. Hennessy
BHennessy@perkinscoie.com

VIA FEDEX AND EMAIL

Niels Joubert
139 Fremont Ave
Los Altos, CA 94022

njoubert@gmail.com

Re: VIOLATION OF CRAIGSLIST'S LEGAL RIGHTS

Dear Mr. Joubert:

This firm is legal counsel for craigslist. craigslist owns and operates the craigslist website located at www.craigslist.org, and its classified ad and related services.

It has come to our attention that you are offering your "CraigslistScraperVisualizer" software on your GitHub account.¹ CraigslistScraperVisualizer is advertised as a software tool which "scrapes Craigslist for housing posts, visualizes it as a brushing-and-linking interface between histograms and spatial layouts." This conduct violates craigslist's legal rights and breaches its Terms of Use ("TOU").² Specifically, your activities violate at least the following TOU provision:

- **USE.** You agree not to use or provide software (except for general purpose web browsers and email clients, or software expressly licensed by us) or services that interact or interoperate with CL, e.g. for downloading, uploading, posting, flagging, emailing, search, or mobile use. Robots, spiders, scripts, scrapers, crawlers, etc. are prohibited, as are misleading, unsolicited, unlawful, and/or spam postings/email. You agree not to collect users' personal and/or contact information ("PI").

By this letter, craigslist DEMANDS that you IMMEDIATELY CEASE AND DESIST all violations of craigslist's legal rights as described above, and otherwise.

Unless you comply with the below demands, craigslist may pursue legal action against you. Please confirm the following in writing within five (5) days from the date of this letter:

¹ <https://github.com/njoubert/CraigslistScraperVisualizer>

² craigslist's TOU and incorporated Site Rules are enclosed for your reference.

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1. You have ceased and will forever desist from all access to and use of craigslist's website for any reason or purpose whatsoever, directly or through any other person or entity, including to scrape content from the craigslist website;
2. You have ceased and will forever desist from offering, selling, marketing, or distributing any software or services that interoperate with craigslist's website, including but not limited to your CraigslistScraperVisualizer software;
3. You have ceased and will forever desist from scraping craigslist's website; and
4. You will not request, induce, encourage, facilitate, or in any way assist any other person or entity in violating craigslist's legal rights or TOU.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Brian Hennessy", with a stylized, sweeping flourish at the end.

Brian P. Hennessy

Enclosures: TOU
Site Rules

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

WELCOME TO CRAIGSLIST. We hope you find it useful. By accessing our servers, websites, or content therefrom (together, "CL"), you agree to these Terms of Use ("TOU"), last updated December 05, 2013.

LICENSE. If you are 18 or older, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license to access CL in compliance with the TOU; unlicensed access is unauthorized. You agree not to license, distribute, make derivative works, display, sell, or "frame" content from CL, excluding content you create and sharing with friends/family. You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, perform, display, distribute, and make derivative works from content you post.

USE. You agree not to use or provide software (except for general purpose web browsers and email clients, or software expressly licensed by us) or services that interact or interoperate with CL, e.g. for downloading, uploading, posting, flagging, emailing, search, or mobile use. Robots, spiders, scripts, scrapers, crawlers, etc. are prohibited, as are misleading, unsolicited, unlawful, and/or spam postings/email. You agree not to collect users' personal and/or contact information ("PI").

MODERATION. You agree we may moderate CL access and use in our sole discretion, e.g. by blocking (e.g. IP addresses), filtering, deletion, delay, omission, verification, and/or access/account/license termination. You agree (1) not to bypass said moderation, (2) we are not liable for moderating, not moderating, or representations as to moderating, and (3) nothing we say or do waives our right to moderate, or not. All site rules, e.g. [cl.com/about/prohibited](#), are incorporated herein.

SALES. You authorize us to charge your account for [CL fees](#). Unless noted, fees are in US dollars; tax is additional. To the extent permitted by law, fees are nonrefundable, even for posts we remove. We may refuse purchases, which may place a hold on your account.

DISCLAIMER. MANY JURISDICTIONS HAVE LAWS PROTECTING CONSUMERS AND OTHER CONTRACT PARTIES, LIMITING THEIR ABILITY TO WAIVE CERTAIN RIGHTS AND RESPONSIBILITIES. WE RESPECT SUCH LAWS; NOTHING HEREIN SHALL WAIVE RIGHTS OR RESPONSIBILITIES THAT CANNOT BE WAIVED.

To the extent permitted by law, (1) we make no promise as to CL, its completeness, accuracy, availability, timeliness, propriety, security or reliability; (2) your access and use are at your own risk, and CL is provided "AS IS" and "AS AVAILABLE"; (3) we are not liable for any harm resulting from (a) user content; (b) user conduct, e.g. illegal conduct; (c) your CL use; or (d) our representations; (4) WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES ("CL ENTITIES"), DISCLAIM ALL WARRANTIES & CONDITIONS, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (5) CL ENTITIES ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS (E.G. OF PROFIT, REVENUE, DATA, OR GOODWILL); (6) IN NO EVENT SHALL OUR TOTAL LIABILITY EXCEED \$100 OR WHAT YOU PAID US IN THE PAST YEAR.

CLAIMS. You agree (1) any claim, cause of action or dispute ("Claim") arising out of or related to the TOU or your CL use is governed by California ("CA") law regardless of your location or any

conflict or choice of law principle; (2) Claims must be resolved exclusively by state or federal court in San Francisco, CA (except we may seek injunctive remedy anywhere); (3) to submit to personal jurisdiction of said courts; (4) any Claim must be filed by 1 year after it arose or be forever barred; (5) not to bring or take part in a class action against CL Entities; (6) (except government agencies) to indemnify CL Entities for any damage, loss, and expense (e.g. legal fees) arising from claims related to your CL use; (7) you are liable for TOU breaches by affiliates (e.g. marketers) paid by you, directly or indirectly (e.g. through an affiliate network); and (8) to pay us for breaching or inducing others to breach the "USE" section, not as a penalty, but as a reasonable estimate of our damages (actual damages are often hard to calculate): \$0.10 per server request, \$1 per post, email, flag, or account created, \$1 per item of PI collected, and \$1000 per software distribution, capped at \$25,000 per day.

MISC. Users complying with prior written licenses may access CL thereby until authorization is terminated. Otherwise, this is the exclusive and entire agreement between us. If a TOU term is unenforceable, other terms are unaffected. If TOU translations conflict with the English version, English controls. See [Privacy Policy](#) for how we collect, use and share data. If you feel content infringes your rights see cl.com/about/dmca.

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[craigslist](#) > [about](#) > prohibited

Users must comply with all applicable laws, the CL [terms of use](#), and all posted site rules.

Here is a partial list of goods, services, and content prohibited on craigslist:

- any good, service, or content that violates the law or legal rights of others
- false, misleading, deceptive, or fraudulent content; bait and switch; keyword spam
- offensive, obscene, defamatory, threatening, or malicious postings or email
- anyone's personal, identifying, confidential or proprietary information
- spam; miscategorized, overposted, cross-posted, or nonlocal content
- postings or email the primary purpose of which is to drive traffic to a website
- weapons; firearms/guns and components; BB/pellet, stun, and spear guns; etc
- ammunition, clips, cartridges, reloading materials, gunpowder, fireworks, explosives
- US military items not demilitarized in accord with Defense Department policy
- child pornography; bestiality; offers or solicitation of illegal prostitution
- pet sales (re-homing with small adoption fee ok), animal parts, stud service
- food stamps, WIC vouchers, SNAP or WIC goods, governmental assistance
- alcohol or tobacco; unpackaged or adulterated food or cosmetics
- prescription drugs, medical devices; controlled substances and related items
- hazardous materials, recall items; body parts/fluids; unsanitized bedding/clothing
- stolen property, property with serial number removed/altered, burglary tools, etc
- ID cards, licenses, police insignia, government documents, birth certificates, etc
- counterfeit, replica, or pirated items; tickets or gift cards that restrict transfer
- lottery or raffle tickets, sweepstakes entries, slot machines, gambling items
- postings or email offering, promoting, or linking to unsolicited products or services
- affiliate marketing; network, or multi-level marketing; pyramid schemes

Please don't use CL for these purposes, and [flag](#) anyone else you see doing so.

Thanks for helping keep craigslist safe and useful for everyone.