

EXHIBIT A

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Terms of Use

1. Your Acceptance

A. By using and/or visiting this website (collectively, including all Content available through the YouTube.com domain name, the "YouTube Website", or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) YouTube's privacy notice, found at <http://www.youtube.com/t/privacy> and incorporated here by reference, and (3) YouTube's Community Guidelines, found at http://www.youtube.com/t/community_guidelines and also incorporated here by reference. If you do not agree to any of these terms, the YouTube privacy notice, or the Community Guidelines, please do not use the YouTube Website.

B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <http://www.youtube.com/t/terms>. YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. YouTube Website

A. These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information, and other materials or services on the Website. The YouTube Website includes all aspects of YouTube, including but not limited to YouTube channels and the YouTube "Embeddable Player."

B. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.

C. Accordingly, we encourage you to be aware when you leave the YouTube Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

A. In order to access some features of the Website, you will have to create a YouTube account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.

B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Website -- Permissions and Restrictions

YouTube hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without YouTube's prior written authorization.

B. You agree not to alter or modify any part of the Website, including but not limited to YouTube's Embeddable Player or any of its related technologies.

C. You agree not to access User Submissions (defined below) or YouTube Content through any technology or means other

than the video playback pages of the Website itself, the YouTube Embeddable Player, or other explicitly authorized means YouTube may designate.

D. You agree not to use the Website, including the YouTube Embeddable Player for any commercial use, without the prior written authorization of YouTube. Prohibited commercial uses include any of the following actions taken without YouTube's express approval:

- sale of access to the Website or its related services (such as the Embeddable Player) on another website;
- use of the Website or its related services (such as the Embeddable Player), for the primary purpose of gaining advertising or subscription revenue;
- the sale of advertising, on the YouTube website or any third-party website, targeted to the content of specific User Submissions or YouTube content;
- and any use of the Website or its related services (such as the Embeddable player) that YouTube finds, in its sole discretion, to use YouTube's resources or User Submissions with the effect of competing with or displacing the market for YouTube, YouTube content, or its User Submissions. (For more information about prohibited commercial uses, see [our FAQ](#).)

E. Prohibited commercial uses do not include:

- uploading an original video to YouTube, or maintaining an original channel on Youtube, to promote your business or artistic enterprise;
- using the Embeddable Player to show YouTube videos on an ad-enabled blog or website, provided the primary purpose of using the Embeddable Player is not to gain advertising revenue or compete with YouTube;
- any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see [our FAQ](#).)

F. If you use the YouTube Embeddable Player on your website, you must include a prominent link back to the YouTube website on the pages containing the Embeddable Player and you may not modify, build upon, or block any portion of the Embeddable Player in any way.

G. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

H. You will otherwise comply with the terms and conditions of these Terms of Service, YouTube Community Guidelines, and all applicable local, national, and international laws and regulations.

I. YouTube reserves the right to discontinue any aspect of the YouTube Website at any time.

5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the YouTube Website.

A. The content on the YouTube Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content.

B. You may access User Submissions solely:

- for your information and personal use;
- as intended through the normal functionality of the YouTube Service; and
- for Streaming.

"Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the YouTube Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited. User Videos are made available "as is."

C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the YouTube Service. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the YouTube Service or otherwise as prohibited under this Agreement.

D. You may access YouTube Content, User Submissions and other content only as permitted under this Agreement. YouTube reserves all rights not expressly granted in and to the YouTube Content and the YouTube Service.

E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained through the Website for any commercial purposes.

F. You agree not to circumvent, disable or otherwise interfere with security-related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the YouTube Website or the Content therein.

G. You understand that when using the YouTube Website, you will be exposed to User Submissions from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and agree to indemnify and hold YouTube, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

6. Your User Submissions and Conduct

A. As a YouTube account holder you may submit video content ("User Videos") and textual content ("User Comments"). User Videos and User Comments are collectively referred to as "User Submissions." You understand that whether or not such User Submissions are published, YouTube does not guarantee any confidentiality with respect to any User Submissions.

B. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize YouTube to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms of Service.

C. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the YouTube Website and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the YouTube Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the YouTube Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the YouTube Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.

D. In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant YouTube all of the license rights granted herein.

E. You agree that your conduct on the site will comport with the YouTube Community Guidelines, found at http://www.youtube.com/t/community_guidelines, which may be updated from time to time.

F. YouTube does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with User Submissions. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and YouTube will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. YouTube reserves the right to remove Content and User Submissions without prior notice.

7. Account Termination Policy

A. YouTube will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be a repeat infringer.

B. YouTube reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. YouTube may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

8. Digital Millennium Copyright Act

A. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

YouTube's designated Copyright Agent to receive notifications of claimed infringement is: Heather Gillette, 1000 Cherry Ave., Second Floor, San Bruno, CA 94066, email: copyright@youtube.com, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <http://www.google.com/support/youtube>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

B. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days.

Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

You agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouTube Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the YouTube Website.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13. If you are under 13 years of age, then please do not use the YouTube Website. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. General

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in San Mateo County, California. These Terms of Service, together with the Privacy Notice at <http://www.youtube.com/t/privacy> and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the YouTube Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE YOUTUBE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

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EXHIBIT B



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"Let's Go Crazy" #1



[Try out the NEW \(beta\) version](#)

Added: **February 07, 2007**
From: [edenza](#)

Thanks for your views & comments.
If ... [\(more\)](#)

Category [People & Blogs](#)

Tags: [holden](#) [baby](#) [dancing](#)

URL <http://www.youtube.com/watch?v=N>

Embed `<object width="425" height="350"><`

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Marpo feat Blac Lets Go
04:33
From: [Marpo1](#)
Views: 164632



Lets Go Crazy
06:27
From: [ghostwalker](#)
Views: 4606



K-Mar0 Let's go
03:06
From: [elchulotube](#)
Views: 199009



Let's Go: "Let's Crazy!" [1/3] (5:09:55)
From: [LetsGoBerk](#)
Views: 4730



Hockey Fights (Let's Go Remix)
03:44
From: [ghallett](#)

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Views: **115,289** | Comments: **282** | Favorited: **36** times

Honors: **0** | Links: **5** | Responses: **1**

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Text Comments (282)

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wingmanse7en (1 day ago)

0  
(Reply)

Im a little rusty, but he is threatening you, thinking you should pay for copyright, then he laughs and says something like stupid fucking americans

wingmanse7en (1 day ago)

0  
(Reply)



fuck fuckity shit fuck fuck
sorry just had to get it out their

wingmanse7en (1 day ago)

0  
(Reply)

I dont think the profanity below is inapropriate at all. In its particular context, It is only emphasizing the coruption of universal. Its not like their hatin on the baby.
Seeing as 'fuck' is only a word, and words are how we form thoughts, and communicat thoughts, restricting our vocabulary in any way is detrimental to our ability to communicate.

NicoretteJunkie (2 weeks ago)

+2  
(Reply)

I can completely understand why they would consider this copyright infringement. You're blatantly attempting to make a new prince video, and that's totally illegal.
Now for my SERIOUS comment, gorgeous kids!

edenza (2 weeks ago)

(Reply)

There's been no conclusion to the case. You're not late.
And I drop the F-bomb plenty myself. There are more important things to worry about in the world than blue words :) No worries. Swear like sailors on shore leave, mateys.

AirJordans (2 weeks ago)

0  
(Reply)



Why is there so much swearing for the comments for the video, this woman is from what I can tell a mother of small children, should we be using the "F" word in comments relating to a woman's child of such a young age? Come on people think. Anyway good luck with Universal, if it hasn't been settled yet, I think I came into this one late :/ oh well.

skullaria (2 weeks ago)

0  
(Reply)

I sure do hope this lady and cute baby wins this lawsuit. Universal is evil for doing this, but then, a lot of companies are. I'm so glad for the EFF and people willing to stand up for their rights.

coszz (3 weeks ago)

+2  
(Reply)

Universal is on my axis of evil.

friendlycannibal (3 weeks ago)



(Reply)

That, quite frankly, is a load of crap. Not the baby, Universal... The baby's damn cute! =p But Universal deserve nothing more than insolvency. Boycott buying Universal music, download it from LimeWire and just donate money straight to the artist, everyone's better off that way!

croaw123 (3 weeks ago)



(Reply)

fuck universal

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EXHIBIT C

From: Moffat, Alina
Sent: Monday, June 04, 2007 5:30 PM
To: copyright@youtube.com
Cc: Benjamin, David; Renzer, David; Allen, Robert; Johnson, Sean
Subject: Copyright Infringement of Musical Compositions Written in Whole
p/k/a "Prince"

Monday, June 4, 2007

VIA E-MAIL (copyright@youtube.com)

YouTube, Inc.
1000 Cherry Ave.
Second Floor
San Bruno, CA 94066

Re:

http://www.youtube.com/watch?v=rlUaxR_v1i4
http://www.youtube.com/watch?v=B5SkL_KW3_w
http://www.youtube.com/watch?v=qv998JG_i3c
<http://www.youtube.com/watch?v=I90HSJKcXVw>
<http://www.youtube.com/watch?v=4kukZGZ7Dpk>
<http://www.youtube.com/watch?v=F77o0v3h-0Q>
<http://www.youtube.com/watch?v=K5XbVWKTMY>
http://www.youtube.com/watch?v=CV9oj_845uA
<http://www.youtube.com/watch?v=g5j8f7qOoBk>
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<http://www.youtube.com/watch?v=7cdFKT2xgUs>

<http://www.youtube.com/watch?v=Gjk7Fwg4viA>
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<http://www.youtube.com/watch?v=DloCrT-VbLU>
<http://www.youtube.com/watch?v=VLm37aU9ru0>
<http://www.youtube.com/watch?v=h88rHIHGkKY>
<http://www.youtube.com/watch?v=25hqf110sWo>
http://www.youtube.com/watch?v=H_LELulak30
<http://www.youtube.com/watch?v=tm6UGhxsUWs>
<http://www.youtube.com/watch?v=zTym4960riE>
<http://www.youtube.com/watch?v=yrrw6XAh40Dk>
<http://www.youtube.com/watch?v=hQ0Az98pZKQ>
<http://www.youtube.com/watch?v=DILgOVRT51I>
<http://www.youtube.com/watch?v=D3rtR8ghZ7k>
<http://www.youtube.com/watch?v=eMuVO72Rffg>
http://www.youtube.com/watch?v=_u1u6a15UZE
<http://www.youtube.com/watch?v=QE6JEYYqmjw>
<http://www.youtube.com/watch?v=zIIQB-km02E>
<http://www.youtube.com/watch?v=t6wNo0QJAck>

<http://www.youtube.com/watch?v=lwMj501cIOo>
<http://www.youtube.com/watch?v=ytRyo2ESFzA>
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<http://www.youtube.com/watch?v=iX6cDIP4GTg>

<http://www.youtube.com/watch?v=PqkhS8-CCpE>
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<http://www.youtube.com/watch?v=IsEY5xpa07Y>
<http://www.youtube.com/watch?v=pNg4nmrUZOU>

Dear Sir or Madam,

I am contacting you on behalf of Universal Music Publishing Group. Under penalty of perjury, we submit that we are authorized to act in matters involving the infringement of the sound recordings which are the subject hereof, including enforcing the copyrights and common law rights therein and thereto on the Internet.

We believe your service is hosting the above-referenced files on its network. These files are offering video recordings in an interactive streaming format that embody musical compositions written by the artist known as Prince. We have a good faith belief that the above-described activity is not authorized by the copyright owner, its agent, or the law. We assert that the information in this notification is accurate, based upon the data available to us.

We are asking for your immediate assistance in stopping this unauthorized activity. Specifically, we request that you remove the infringing files from the system, or that you disable access to the infringing files, and that you inform the site operator of the illegality of his or her conduct.

This e-mail does not constitute a waiver of any right to recover damages incurred by virtue of any such unauthorized activities, and such rights as well as claims for other relief are expressly retained. In addition, our use of YouTube's required notice form does not indicate we believe that the above referenced copyright infringement is within the scope of the Digital Millennium Copyright Act ("DMCA"). Our use of this form, as required by YouTube, is meant to facilitate YouTube's removal of the infringing material listed above and is not meant to suggest or imply that YouTube's activities and services are within the scope of the DMCA safe harbor.

You may contact me at Universal Music Publishing Group, 2440 Sepulveda Boulevard, Los Angeles, CA 90064, Tel. (310) 235-4739, or e-mail at alina.moffat@umusic.com, to discuss this notice. We await your response. Best regards.

Sincerely,

Alina Moffat
Associate Director, Business Affairs

Universal Music Publishing Group
2440 Sepulveda Boulevard, Suite 100
Los Angeles, CA 90064-1712
Direct: (310) 235-4739
Fax: (310) 235-4906
alina.moffat@umusic.com

EXHIBIT D

From: Copyright Service [mailto:copyright@youtube.com]
Sent: Friday, June 08, 2007 11:57 AM
To: Moffat, Alina
Subject: Re: [C#156837552] DMCA Counter Notification - from Stephanie Lenz- re: Uni

Dear Alina,

We received the attached counter-notification in response to the complaint you filed with us on 6/05/07. As described in the United States Digital Millennium Copyright Act (DMCA) 17 U.S.C. 512, by this email, we're providing you with the counter-notification and await your notice (in not more than 10 days) that you've filed an action seeking a court order to restrain the counter-notifier's allegedly infringing activity. Such notice should be submitted by replying to this email.

If we don't receive notice from you, we will reinstate the material to YouTube.

If you have any questions, please contact copyright@youtube.com.

Sincerely,

Heather
The YouTube Team

Original Message Follows:

From: Eden <edenza@gmail.com>
Subject: Re: [#156837552] Fwd: Video Removed: Copyright Infringement
Date: Thu, 7 Jun 2007 13:29:56 -0400

I am writing this as a counter notice. I do not believe that the video in question violated copyright or infringed on copyright in any way. It was a

30 second video of my children running around our kitchen, with my one year old son pausing to dance to the music that was playing, "Let's Go Crazy" by Prince. This music was not superimposed on the video but was merely, as I said, playing in the background during the action of the video.

"Let's Go Crazy" #1: <http://www.youtube.com/watch?v=NIKfJHFWlhQ>

I'm shocked that you allow videos on YouTube that constantly use copyrighted music and film snippets (videos and show taped off television, homemade videos of songs, remixed movie trailers, etc.) yet remove a video like mine – of two small children playing in their home – because of what music was playing in the background. I am appalled and disgusted that my video has been targeted and I feel that YouTube finds it easier to crack down on small users than larger, popular users. I firmly believe that if I had simply titled the video differently, it would never have been noticed.

In accordance with the other information you require:

"I hold a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled."

"The subscriber's name, address, and telephone number"

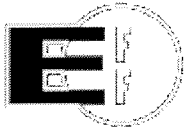
Stephanie Lenz, 122 Shaft Rd, Gallitzin, PA 16641, 814.602.5588

I, Stephanie Lenz (username "edenza"), the subscriber consents to the
> jurisdiction of Federal District Court for the judicial district in which
I

- > reside, and that the subscriber will
- > accept service of process from the person who provided notification under
- > subsection (c)(1)(C) or an agent of such person.

Sincerely,
Stephanie Lenz

EXHIBIT E



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A History of Protecting Freedom Where Law and Technology Collide

The Electronic Frontier Foundation was founded in July of 1990 in response to a basic threat to speech. The United States Secret Service conducted a series of raids tracking the distribution of a document illegally copied from a BellSouth computer that described how the emergency 911 system worked, referred to as the E911 document. The Secret Service believed that if "hackers" knew how to use the telephone lines set aside for receiving emergency phone calls, the lines would become overloaded and people facing true emergencies would be unable to get through.

One of the alleged recipients of the E911 document was the systems operator at a small games book publisher out of Austin, Texas, named Steve Jackson Games. The Secret Service executed a warrant against the innocent Jackson and took all electronic equipment and copies of an upcoming game book from Steve Jackson Games's premises. Steve Jackson panicked as he watched the deadline come and go for his latest release and still hadn't received his computers back. He was forced to lay off nearly half of his staff. In the end, the Secret Service returned all of Steve Jackson's computers and decided not to press charges against the company, since they were unable to find any copies of the E911 document on any of the computers.

In the meantime, Steve Jackson's business was nearly ruined. And when he and his employees had the opportunity to investigate the returned computers, they noticed that all of the electronic mail that had been stored on the company's electronic bulletin board computer, where non-employee users had dialed in and sent personal messages to one another, had been individually accessed and deleted. Steve Jackson was furious, as he believed his rights as a publisher had been violated and the free speech and privacy rights of his users had been violated. Steve Jackson tried desperately to find a civil liberties group to help him, to no avail. Unfortunately, none of the existing groups understood the technology well enough to understand the import of the issues.

In an electronic community called the Whole Earth 'Lectronic Link (now WELL.com) several informed technologists understood exactly what civil liberties issues were involved. Mitch Kapor, former president of Lotus Development Corporation, John Perry Barlow, Wyoming cattle rancher and lyricist for the Grateful Dead, and John Gilmore, an early employee of Sun Microsystems, decided to do something about it. They formed an organization to work on civil liberties issues raised by new technologies. And on the day they formally

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announced the organization, they announced that they were representing Steve Jackson Games and several of the company's bulletin board users in a lawsuit they were bringing against the United States Secret Service. The Electronic Frontier Foundation was born!

The Steve Jackson Games case turned out to be an extremely important one in the development of a proper legal framework for cyberspace. For the first time, a court held that electronic mail deserves at least as much protection as telephone calls. We take for granted today that law enforcement must have a warrant that particularly describes all electronic mail messages before seizing and reading them. The Steve Jackson Games case established that principle.

The Electronic Frontier Foundation continues to take on cases that set important precedents for the treatment of rights in cyberspace. In our second big case, *Bernstein v. U.S. Dept. of Justice*, the United States government prohibited a University of California mathematics Ph.D. student from publishing on the Internet an encryption computer program he had created. Years before, the government had placed encryption, a method for scrambling messages so they can only be understood by their intended recipients, on the United States Munitions List, alongside bombs and flamethrowers, as a weapon to be regulated for national security purposes. Companies and individuals exporting items on the munitions list, including software with encryption capabilities, had to obtain prior State Department approval.

Encryption export restrictions crippled American businesses and damaged the free speech rights of individuals. Critical for ecommerce, companies use encryption to safeguard sensitive information, such as credit card numbers, which they send or receive over electronic networks. Companies also secure access to software programs and provide system security using encryption. By limiting the export of encryption, technologies and methods, the U.S. government drove development of security software overseas, where American companies were unable to compete.

The State Department was unsympathetic to Bernstein's situation and told Bernstein he would need a license to be an arms dealer before he could simply post the text of his encryption program on the Internet. They also told him that they would deny him an export license if he actually applied for one, because his technology was too secure.

The Electronic Frontier Foundation pulled together a top-notch legal team and sued the United States government on behalf of Dan Bernstein. The court ruled, for the first time ever, that written software code is speech protected by the First Amendment. The court further ruled that the export control laws on encryption violated Bernstein's First Amendment rights by prohibiting his constitutionally protected speech. As a result, the government changed its export regulations. Now everyone has the right to "export" encryption software -- by publishing it on the Internet -- without prior permission from the U.S. government. Once again, the Electronic Frontier Foundation led the charge to establish important cyberspace rights.

Today's Issues

While early threats to our right to communicate came from the government, current threats come also from industry, as it seeks to control and expand current revenue sources at the expense of traditional fair use. The trend has been for industry to use a combination of law and technology to suppress the rights of people using technology. Nowhere is this more evident than in the world of copyright law, where the movie and recording studios are trying to dumb down technology to serve their "bottom lines" and manipulate copyright laws to tip the delicate balance toward intellectual property ownership and away from the right to think and speak freely.

Find out more about our current hot cases and issues on our [home page](#) or at <http://www.eff.org/about/>

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EXHIBIT F

Clara County are being trained not to offer voters a chance to use paper ballots instead of electronic voting machines, the Electronic Frontier Foundation (EFF) has learned. California Secretary of State Kevin Shelley mandated in May that all polling places offer a paper ballot option, which would allow people concerned about e-voting machine reliability a chance to vote on paper ballots at the polls. But pollworkers in Santa Clara County are being instructed not to tell voters that this option is available. Instead, they will make paper ballots available only if voters specifically request them.

Ed Cherlin, a pollworker being trained in Santa Clara County, said he was very disturbed to learn that he was not supposed to mention the paper option. "I object to the government telling me that I can't tell people about their rights," he said. Representatives of the voting commissions in Orange County and Riverside confirm that they also will not be informing voters about the paper option at the polls. There are ten counties in California using paperless e-voting machines known as DREs. It is not clear at this time whether all ten are adopting similar policies.

"When poll workers don't inform people about their options at the voting booth, they go against the spirit of the Secretary of State's mandate," said EFF Staff Attorney Matt Zimmerman. "More importantly, they undermine people's trust in the voting process."

Contact:

Matt Zimmerman
Staff Attorney
Electronic Frontier Foundation
mattz@eff.org

Posted at 03:37 PM

October 15, 2004

Diebold Coughs Up Cash in Copyright Case

False Accusation of Infringement Results in Hefty Payment of Legal Fees, Damages

California - The Electronic Frontier Foundation (EFF) capped its historic victory in a copyright abuse case against electronic voting machine manufacturer Diebold today. The corporation agreed to pay \$125,000 in damages and fees. The settlement, a win for free speech advocates, comes after a California district court found that Diebold had knowingly misrepresented that online commentators, including Indymedia and two Swarthmore college students, had infringed the company's copyrights.

"It makes me happy that students in this situation in the future won't have to worry about big corporations breathing down their necks," said Nelson Pavlosky, one of the students.

Diebold is the first company to be held liable for violating section 512(f) of the Digital Millennium Copyright Act (DMCA), which makes it unlawful to use DMCA takedown threats when the copyright holder knows that infringement has not actually occurred. The section also stipulates that anyone who issues such frivolous threats must pay damages, including costs and attorneys' fees, to those harmed by the misrepresentations.

EFF and the Center for Internet and Society Cyberlaw Clinic at Stanford Law School sued on behalf of nonprofit Internet Service Provider (ISP) Online Policy Group (OPG) and the two students to prevent Diebold's abusive copyright claims from silencing public debate about voting. Diebold sent dozens of cease-and-desist letters to ISPs hosting leaked internal documents revealing flaws in Diebold's e-voting machines. The company claimed copyright violations and used the DMCA to demand that the documents be taken down. OPG refused to remove them in the name of free speech.

"The risk of substantial damages and fees should make companies pause before sending unfounded copyright threats," said EFF Staff Attorney Wendy Seltzer. "Plus ISPs can fight back against these false claims without taking a financial hit." "As a nonprofit ISP it's great to have legal recourse when a company threatens us or our

clients with frivolous lawsuits," added OPG Executive Director Will Doherty.

EFF is a member-supported nonprofit which represented OPG and the Swarthmore students pro bono. Thanks to the settlement, Diebold will pay the costs of the case.

Contacts:

Wendy Seltzer
Staff Attorney
Electronic Frontier Foundation
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Jennifer Granick
Clinical Director
Stanford Law School Center for Internet and Society
jennifer@granick.com

Posted at 05:42 PM

October 13, 2004

Indymedia Servers Mysteriously Reappear, But Questions Remain

San Francisco, CA - Rackspace Managed Hosting, the San Antonio-based company that manages two Indymedia servers seized by the US government last Thursday, said yesterday that the servers have been returned and are now available to go back online. Immediate access to the servers, which host Indymedia's Internet radio station and more than 20 Indymedia websites, will be delayed so that the Electronic Frontier Foundation (EFF) can ensure that the servers are secure and take steps to preserve evidence for future legal action.

Now that the servers have been returned, the question still remains: who took them, and under what authority? Citing a gag order, Rackspace would not comment on what had happened both in the original seizure of the servers or their return. All that is known at this point is that the subpoena that resulted in the seizure was issued at