

**Before the  
Federal Trade Commission  
Washington, DC 20580**

In the Matter of )  
 )  
180solutions, Inc., and )  
CJB.NET )  
 )  
\_\_\_\_\_ )

**Complaint and Request for Investigation,  
Injunction, and Other Relief**

**I. SUMMARY**

1. Over the past two years, the Center for Democracy & Technology (CDT) has worked with advertising software developer 180solutions, Inc., to assist the company in reforming distribution practices that appear to be unethical and illegal. While 180solutions has undertaken some minor reforms as a result of those talks, unfair and deceptive practices persist throughout much of the company's distribution network. CDT discovered through its investigations that 180solutions is engaging in a number of deceptive and unfair practices to distribute its software through its affiliate, CJB.NET.

2. Users who sign up for free Web sites hosted by CJB.NET are not told in a clear and conspicuous manner that visitors to their site will be prompted to download software. This constitutes an unfair practice. CJB.NET also uses a deceptive security warning (ActiveX) prompt to dupe people into installing 180solutions' software, instead of offering users the opportunity to give informed consent. Following the ActiveX prompt, the automatically triggered Web browser windows (pop-ups) soliciting user consent suggest that the site is "supported by advertising." While most consumers understand a site "supported by advertising" to mean a Web site that contains banner ads delivered by the page, the "advertising" on a CJB.NET Web site actually involves a program that runs continuously and tracks everything that the user does online. As we document in this complaint, the discrepancy between what users expect a Web site that is "supported by advertising" to do and what CJB.NET-hosted sites actually do are the root cause of several types of unfair and deceptive trade practices. CDT urges the Commission to bring a complaint against 180solutions and CJB.NET for unfair and deceptive practices

in the installation of advertising software, in violation of section 5 of the Federal Trade Commission Act (FTC Act).<sup>1</sup>

## **II. PARTIES**

### **The Center for Democracy and Technology**

3. The Center for Democracy and Technology (CDT) is a non-profit, public interest organization incorporated in the District of Columbia and operating as a tax-exempt organization. CDT is dedicated to preserving privacy, civil liberties and democratic values on the Internet. CDT pursues its mission through public education, grass roots organizing, litigation, and coalition building.

4. In November 2003, CDT released a report entitled “Ghosts in Our Machines: Background and Policy Proposals on the ‘Spyware’ Problem.”<sup>2</sup> Simultaneously, CDT called on Internet users to share their experiences with so-called “spyware” programs. CDT committed itself to investigating the complaints submitted by the public and, where appropriate, filing complaints with the FTC.<sup>3</sup> CDT has since filed complaints with the FTC against Mailwiper, Inc. and Seismic Entertainment Media, Inc., in February 2004. CDT has emerged as the leading public interest advocate on spyware issues, working closely with anti-spyware companies, researchers, and other public interest groups.

### **University of Washington Technology Law and Public Policy Clinic**

5. The Technology Law & Public Policy Clinic at the University of Washington School of Law allows second- and third-year law students to gain familiarity with legislative processes and administrative law relating to the technology sector. Students are involved in projects that aid nonprofit or governmental agencies by formulating legislation, regulations and other policies relating to law, technology and intellectual property.

### **180solutions, Inc.**

6. 180solutions is incorporated in the state of Washington and currently operates its corporate headquarters in Bellevue, WA. The company’s Web site, <http://www.180solutions.com>, characterizes 180solutions as “a leading provider of Internet search marketing solutions.” According to the Web site, the company offers consumers “a better way to search online and an entire network of free online content in exchange for using our applications.”

7. 180solutions sells advertising and distributes several free software programs on its Web sites and through affiliates, including 180search Assistant, and Zango. 180solutions also formerly distributed a free program called n-CASE, but the software had a similar

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<sup>1</sup> 15 U.S.C. § 45 (2000).

<sup>2</sup> See <http://www.cdt.org/privacy/031100spyware.pdf>.

<sup>3</sup> See <http://www.cdt.org/action/spyware>.

name to EnCase®, a registered trademark of Guidance Software, Inc. 180solutions has since replaced n-Case with 180search Assistant. 180search Assistant (<http://www.180searchassistant.com>) is described by 180solutions as “a small application that is downloaded to your computer and runs in the background looking to show Web sites with information, offers and products that match keywords that you are looking for when either shopping or searching online.” 180Solutions apparently created Zango as a product that could be differentiated from itself from 180search Assistant. Still, there have been repeated reports of installation of Zango without consent or through other deceptive means.

### **CJB.NET**

8. CJB.NET is a Web site registered by CJB Management, Inc. of Ohio,<sup>4</sup> and has provided Internet services since 1998.<sup>5</sup> The Web site, [www.cjb.net](http://www.cjb.net), offers services such as free Web hosting, free URL redirection, free image hosting, free forum hosting, free blog hosting, and anonymous surfing. CJB.NET customers have the option of either using the company’s free hosting service, which is supported by advertising, or paying \$19.99 for a full year of hosting without advertising. CJB.NET subsidizes the free hosting option by distributing advertising software, including 180solutions programs such as Zango. 180solutions does not target any specific user’s Web site for advertising, but targets CJB.NET generally, which then distributes the advertising to the free Web sites hosted by CJB.NET. Users/webmasters who do not want their Web site hosted by CJB.NET to show ads must pay for the ad-free subscription service.

### **III. STATEMENT OF FACTS**

9. CJB.NET is a hosting company that offers free, ad-supported Web hosting services. Customers who sign up to have CJB.NET host their Web sites are not informed that the sites will host adware, or that site visitors will be prompted to download adware programs created by 180solutions. Nor are customers conspicuously notified that they have the option of paying \$19.95 for a year of ad-free hosting.<sup>6</sup> Users who sign up to have a site hosted by CJB.NET are asked to provide a name for their Webpage, an email address, and a password. The subsequent screens offer users a number of promotional offers. New CJB.NET customers are prompted to accept at least one of these promotional offers when signing up to receive a free Web page. Users who don’t want to participate in the promotional offers must locate and click on a tiny “No, Thanks” link located under a large, brightly colored “Submit” button displayed prominently on the page. After either clicking “No, Thanks” or signing up for at least one promotional offer, the next screen states “Your account has been created.” A link on the page allows the user to upload files to their Web site.

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<sup>4</sup> See <http://www.whois.sc/cjb.net>.

<sup>5</sup> See <http://www.cjb.net/help.html>.

<sup>6</sup> After a user/webmaster has signed up to have a Web site hosted by CJB.NET, he or she must navigate numerous password-protected Web pages on CJB.NET’s hosting service in order to find a drop-down menu that gives him or her the option of “Remov[ing] Advertising” for \$19.99 per year.

10. It is difficult for potential users to find information about CJB.NET’s advertising practices. The FAQ page does not disclose anything about a user agreement or the use of adware.<sup>7</sup> Visitors to the signup page at [www.cjb.net](http://www.cjb.net) must click on a hyperlink located in the lower right corner of the Web site to learn about CJB.NET’s policies—that is, contractual terms that bind the user to distribute invasive advertising software through their CJB.NET-hosted Web site. When a visitor to the site clicks on the “Policies” link, they learn that “CJB Management, Inc. reserves the right to send you advertisements and promotional offers *and to place advertisements on the services we provide to you*. You authorize CJB Management, Inc. to provide your contact information to third parties for the purpose of sending you advertisements and promotional offers.”<sup>8</sup> Additionally, “By using CJB.NET, you agree to be bound by these terms and conditions. If you do not wish to be bound by these terms and conditions, you may not use CJB.NET.”

11. While CJB.NET does provide customers with some notice that they will receive advertisements, those customers are not informed that anyone who visits a free Web site hosted by CJB.NET will be prompted to download advertising programs onto their computers. The 180solutions Zango product is among the advertising programs that are distributed through CJB.NET.

12. CDT was first made aware of CJB.NET’s deceptive practices on November 14, 2005, when a blog that tracks spyware and adware called attention to several Web sites hosted by CJB.NET.<sup>9</sup> The blog highlighted several of the problems with CJB.NET’s security warnings and End User License Agreements (EULAs), which were later confirmed through further research by CDT and the Technology Law & Public Policy Clinic.<sup>10</sup>

13. Visitors to CJB.NET-hosted Web sites are also inadequately notified about the company’s advertising policies. When visitors navigate to CJB.NET-hosted sites, they are prompted with security warning (ActiveX) notices that appear to require them to download a program to properly view the Web site. The name of the program to be downloaded is given as “Web site Access By Zango Search Tools” in the ActiveX prompt. Visitors that click “Yes,” likely make the logical assumption based on the prompt that in order to view the Web site hosted by CJB.NET, they need to download the “Web site Access” program created by 180solutions. This is not the case. Neither the Zango product nor any other additional software is in fact required to view CJB.NET-hosted Web pages.

14. Eventually, users/webmasters are given a prompt from 180solutions. The license agreement appears in a wide, short window that is difficult for many users to read and does not reliably work on all browsers.

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<sup>7</sup> See <http://www.cjb.net/help.html>.

<sup>8</sup> See <http://www.cjb.net/policies.html> (emphasis added).

<sup>9</sup> See <http://netrn.net/spywareblog/archives/2005/11/13/180solutions-sponsors-class-of-second-graders-in-ohio>.

<sup>10</sup> See Appendices 1A and 1B, *infra*.

15. Users that are able to read the Zango license agreement, however, are informed that “Zango Search Assistant shows ads relevant to what you search or shop for online, the number of ads you receive is based on how often you use your browser.” Users/Web site visitors are not clearly informed that they will be required to download a computer program that monitors their browsing habits and transmits that information back to 180solutions’ computer databases, or that 180solutions’ Zango product will cause time-delayed advertising pop-ups to appear outside of the context of the Web browsing experience and outside of CJB.NET Web sites.

16. For all Web sites whose URLs are of the form [http://\\_\\_\\_.cjb.net](http://___.cjb.net), the Zango prompt appears, even if the URL does not correspond to an actual Web site that provides content to users.

17. Each CJB.Net Web site has banner ads at the top that suggest that a user/Web site visitor can get a non-ad supported version of the site. However, none of these disclosures inform users/Web site visitors that will be required to download a computer program that monitors their browsing habits and transmits that information back to 180solutions’ computer databases, or that 180solutions Zango product will cause time-delayed advertising pop-ups to appear outside of the context of the Web browsing experience and outside of CJB.NET Web sites.

18. Users/Web site visitors who do end up downloading Zango as a result of visiting a CJB.NET-hosted site, the Zango customer support Web page does not provide them any information that might explain the connection between CJB.NET and Zango. It says that “you can get Zango via one of our partners when you choose to view a video, play a game or download an application from one of their Web sites,”<sup>11</sup> but CJB.NET-hosted sites do not necessarily contain any of these kinds of content, and Zango may even be downloaded when accessing Web sites that do not exist at all.

### **III. GROUNDS FOR RELIEF**

19. Section 5 of the FTC Act gives the agency the authority to challenge acts and practices in or affecting commerce that are “deceptive” or “unfair.”<sup>12</sup> 180solutions has created an affiliate relationship with CJB.NET that allows for the deceptive advertising programs created by 180solutions to be deceptively distributed by CJB.NET. CJB.NET misrepresents the nature of its adware-supported Web hosting services to both the users who create Web sites through CJB.NET, as well as visitors who use sites hosted by CJB.NET.

#### **Deceptiveness**

20. The FTC *Policy Statement on Deception* clarifies that the Commission will find deception if there is a representation, omission, or practice that is likely to mislead the

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<sup>11</sup> See <http://www.zango.com/help/support.aspx>.

<sup>12</sup> 15 U.S.C. § 45(a)(1) (2000).

consumer acting reasonably in the circumstances, to the consumer's detriment.<sup>13</sup> Omissions and misrepresentations by CJB.NET regarding its use of adware are likely to mislead reasonable consumers. In determining whether a reasonable user would be misled by a party, the FTC examines the totality of the circumstances. Under this test, the practices of CJB.NET are likely to mislead reasonable consumers. First, CJB.NET's disclosure of its advertising practices to potential users is buried within its Web site, rather than being conspicuously included in the registration process. No information about the true nature of CJB.NET's advertising practices is provided at any time during the registration process.

21. Webmasters who use the free hosting option must visit the CJB.NET Web site and click on a "Policies" link in the lower right hand corner of the site to learn that "CJB Management, Inc. reserves the right to send you advertisements and promotional offers and to place advertisements on the services we provide to you." Assuming that a user/webmaster finds this policy, the average user would not understand that everyone who visits their CJB.NET-hosted Web site will be led to believe that they are required to download invasive advertising software. A reasonable consumer may recognize that CJB.NET might send them advertising, but would not realize that all visitors to their Web site would also receive advertising.

22. The only clear notice given regarding the role of advertising in the Web-hosting service reads simply "CJB Management, Inc. reserves the right to send you advertisements and promotional offers and to place advertisements on the services we provide to you. You authorize CJB Management, Inc. to provide your contact information to third parties for the purpose of sending you advertisements and promotional offers."<sup>14</sup> Any reasonable reading of the ordinary meaning of the phrase "place advertisements on the services we provide to you" would indicate that all of the advertising utilized by CJB.NET would be *on* the hosted Web site. While a small advertising box is placed on CJB.NET-hosted Web sites, the sites also deceptively cause visitors to believe that they are required to download unnecessary software that creates advertising in a format completely separate from the hosted sites. Moreover, the software communicates the Web browsing habits of the visitors to an entirely separate company, indefinitely, until the software is removed.

23. Visitors to Web sites hosted by CJB.NET are also subjected to misleading security warnings (ActiveX prompts). ActiveX prompts provide insufficient notice for users. Such prompts are not designed for the purpose of giving users information to make decisions about downloading software. Rather, the prompts are designed to gain consent for software downloads characterized as being integral to the Web browsing experience. On a Web site hosted by CJB.NET, text in the ActiveX box states "Website Access By Zango Search Tools." This implies that in order to view the Web site hosted by CJB.NET, one needs to download the "Website Access" program created by

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<sup>13</sup> *FTC Policy Statement on Deception*, Letter from FTC to John D. Dingell, Chairman U.S. House of Representatives Committee on Energy & Commerce (Oct. 14, 1983), appended to *Cliffdale Assocs.*, 103 F.T.C. 110 (1984).

<sup>14</sup> See <http://www.cjb.net/policies.html> (emphasis added).

180solutions, which is not true. Most reasonable visitors will therefore click “Yes,” believing that it is the only way to view the contents of the page. Any Web site hosted by CJB.NET is therefore providing inaccurate and misleading information to visitors, for the purpose of deceiving them into downloading 180solutions Zango product, as well as other adware. An ordinary webmaster would not anticipate this when deciding to register for free Web hosting from CJB.NET.

24. Visitors to CJB.NET-hosted Web sites are forced to rely solely on security warnings (ActiveX prompts) in order to decide whether to download 180solutions software. No information or notices are provided on the actual CJB.NET-hosted site to indicate what the software prompt is about, how it is related to the content of the site, or whether the programs are necessary in order to view the site<sup>15</sup>.

25. The wide, short window is difficult for users to read. FTC law is clear, however, that disclosures must be clear and prominent such that consumers are able to notice, read, and comprehend them. Written disclosures or fine print may be insufficient to correct the misleading representation.<sup>16</sup>

26. The deceptive assertions and omissions made on the CJB.NET Web site are material. A finding of materiality is also a finding that injury is likely to exist because of the representation, omission, sales practice, or marketing technique. Injuries to consumers can take many forms. Injury exists if consumers would have chosen differently but for the deception.<sup>17</sup> It is likely that those who opt to host their Web sites on CJB.NET would have chosen not to do so had they learned of the site’s advertising policies during the registration process. It is also likely that visitors to Web sites hosted by CJB.NET would not agree to download the advertising software if they did not mistakenly believe that they were required to download the program in order to view the content of the Webpage.

### **Unfairness**

27. A practice will be deemed unfair if it (1) causes or is likely to cause substantial injury to consumers; (2) cannot be reasonably avoided by consumers; and (3) is not outweighed by any countervailing benefits to consumers or competition that the practice produces.<sup>18</sup>

28. CJB.NET’s deceptive practices in downloading 180solutions’ products onto consumer’s computers are unfair to consumers because they cause substantial injury. Recent federal court decisions have highlighted that injuries caused by adware to the personal property of consumers can be substantial. Programs such as those produced by 180solutions and downloaded onto the computers of unsuspecting consumers from

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<sup>15</sup> A video of visits to several different CJB.NET-hosted websites that illustrates this fact is available at <http://netrn.net/spywareblog/archives/2005/11/13/180solutions-sponsors-class-of-second-graders-in-ohio/>.

<sup>16</sup> *Giant Food*, 61 F.T.C. 326, 348 (1962).

<sup>17</sup> *FTC Policy Statement on Deception*, *supra* note 14.

<sup>18</sup> 15 U.S.C. §45(n); *FTC Policy Statement on Unfairness*, Letter from Wendell H. Ford & John C. Danforth to Senate members of the Consumer Subcommittee of the U.S. Senate Committee on Commerce, Science, and Transportation (Dec. 17, 1980), appended to *International Harvester Co.*, 104 F.T.C. 949, 1070 (1984).

CJB.NET-hosted sites can “cause computers to slow down, take up bandwidth of the user’s internet connection, incur increased Internet-use charges, deplete memory, utilize pixels and screen-space on monitors, require more energy because slowed computers must be kept on longer, and reduce a user’s productivity while increasing their frustration.”<sup>19</sup>

29. CJB.NET’s deceptive practices are unfair because they cannot reasonably be avoided by consumers. For all Web sites hosted by CJB.NET whose URLs are of the form `http://_ _ _ .cjb.net`, the Zango prompt comes up, even if the URL corresponds to an invalid Web site that cannot be located by the consumer’s browser<sup>20</sup>. Because customers seeking to have their Web sites hosted by CJB.NET are not adequately notified that visitors to those sites will be required to download adware, webmasters are not able to avoid unwittingly distributing 180solutions programs through the sites that they manage. Similarly, visitors to those sites are misleadingly informed that they are required to download 180solutions products if they wish to view the content of the sites.

30. Web sites hosted at CJB.NET are under no obligation to explain to visitors they are distributing software that may impair the use of Web site visitor’s computer even when they are not using the CJB.NET site. In fact, it is likely that a webmaster building a site at CJB.NET may not understand that the site is serving as proxy distributors of the advertising software. Yet, based on regular user expectations, the site visitor would reasonably trust the Web site and its affiliations not to download this kind of software.

31. Because the average consumer would not be aware that downloading adware is not, in fact, a requirement to view the Web sites, they could not reasonably expect to avoid the downloads. If disclosure about the actual nature of the downloads was made, then consumers would be able to evaluate the tradeoffs inherent in viewing the content and downloading the software. Since they are simply informed that it is necessary to download the software, however, no genuine evaluation is made.

32. The benefits to consumers or competition from the invasive advertising programs are minimal and do not outweigh the substantial injury to users. While CJB.NET and 180solutions clearly profit by obtaining advertising revenues at their expense and webmasters may benefit from having CJB.NET host their Web sites with no out-of-pocket costs, visitors to those Web sites may have long-term performance of their personal property, their computers, significantly impaired with only the short-term benefit, the content from the Web site.

### **Liability**

33. CJB.NET and 180solutions should be held liable if they knew or should have known that their trade practices were deceptive, unfair, and in violation of the FTC Act.<sup>21</sup> Upon

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<sup>19</sup> *Sotelo v. DirectRevenue LLC*, 384 F. Supp. 2d 1219, 1230 (N.D. Ill. 2005).

<sup>20</sup> Examples of this are shown in the video located at <http://netrn.net/spywareblog/archives/2005/11/13/180solutions-sponsors-class-of-second-graders-in-ohio/>.

<sup>21</sup> 15 U.S.C. § 45(1)(A).

a finding by the Commission that CJB.NET and 180solutions had such actual knowledge of the deceptive and unfair nature of the their actions, or that such knowledge could fairly be implied from the circumstances, the Commission may commence a civil action to recover a civil penalty against CJB.NET and 180solutions.<sup>22</sup>

34. On November 14, 2005, CDT notified 180solutions that CJB.NET was distributing 180solutions software through the use of deceptive security warnings and EULAs. One Web site hosted by CJB.NET included “Mrs. Hall’s Second Grade Class.”<sup>23</sup> After discussion with 180solutions, CDT continues to take issue with the questionable consent practices employed for distributing the software. In any event, 180solutions has actual knowledge of the deceptive nature of its affiliate’s practices, as well as the deceptive nature of its own download prompts, as a result of communications with CDT. Moreover, the objective circumstances surrounding the downloads of 180solutions products from CJB.NET-hosted Web sites is more than sufficient to support a conclusion that 180solutions is successful in downloading adware on to consumers’ computers due to deceptive practices, and is fully aware of this fact.

#### **IV. REQUEST FOR INJUNCTION AND OTHER RELIEF**

35. Over the past two years, millions of consumers have been harmed by 180solutions pattern of unfair and deceptive practices.<sup>24</sup> Despite CDT’s reports, audits from its own consultants, and public reports from security experts, 180solutions has remained brazenly reckless in its efforts to get its software on users’ computers through affiliates such as CJB.NET. Therefore, we urge the Commission to consider this an urgent matter and investigate and prosecute it accordingly. In particular, we ask the Commission to:

- (a) Enjoin 180solutions, CJB.NET, or other responsible parties from future use of the deceptive and unfair installation of software, and
- (b) Order other such equitable relief as the Commission finds appropriate, including monetary penalties.

Considering the ongoing and widespread nature of the practices addressed in this complaint, we request that the Commission utilize all of the tools at its disposal and work with other law enforcement bodies to ensure that consumers receive adequate relief.

#### **Supplementary Documentation:**

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<sup>22</sup> *Id.*

<sup>23</sup> <http://www.mrshall.cjb.net> (no longer active). See Spyware Warrior, 180solutions sponsors class of second graders in Ohio, <http://netrn.net/spywareblog/archives/2005/11/13/180solutions-sponsors-class-of-second-graders-in-ohio> (contains description and video of download from site).

<sup>24</sup> The December 2005 Online Safety Study conducted by America Online and the National Cyber Security Alliance found that 61% of the respondents had spyware on their computer, and of these 61% of users, 11% had 180solutions software on their machines. Of the respondents who did have spyware, 81% said that they would like to have it removed immediately. In addition, Webroot has consistently ranked 180solutions as one of its top ten spyware distributors, as has Panda Software.

- 1. Appendix A: Research Methods**
- 2. Appendix B1: CJB.NET's Lack of Disclosures to Webmasters Regarding Advertising**
- 3. Appendix B2: Deceptive Practices in CJB.NET's Web Host Registration Process**
- 4. Appendix B3: Deceptive Practices in CJB.NET's Downloads of 180solutions' Products**
- 5. Appendix C: Inadequate EULA Disclosure by 180solutions**

## **Appendix A: Research Methods**

Researchers from CDT and the Technology Law & Public Policy Clinic both independently verified the allegations in this complaint.

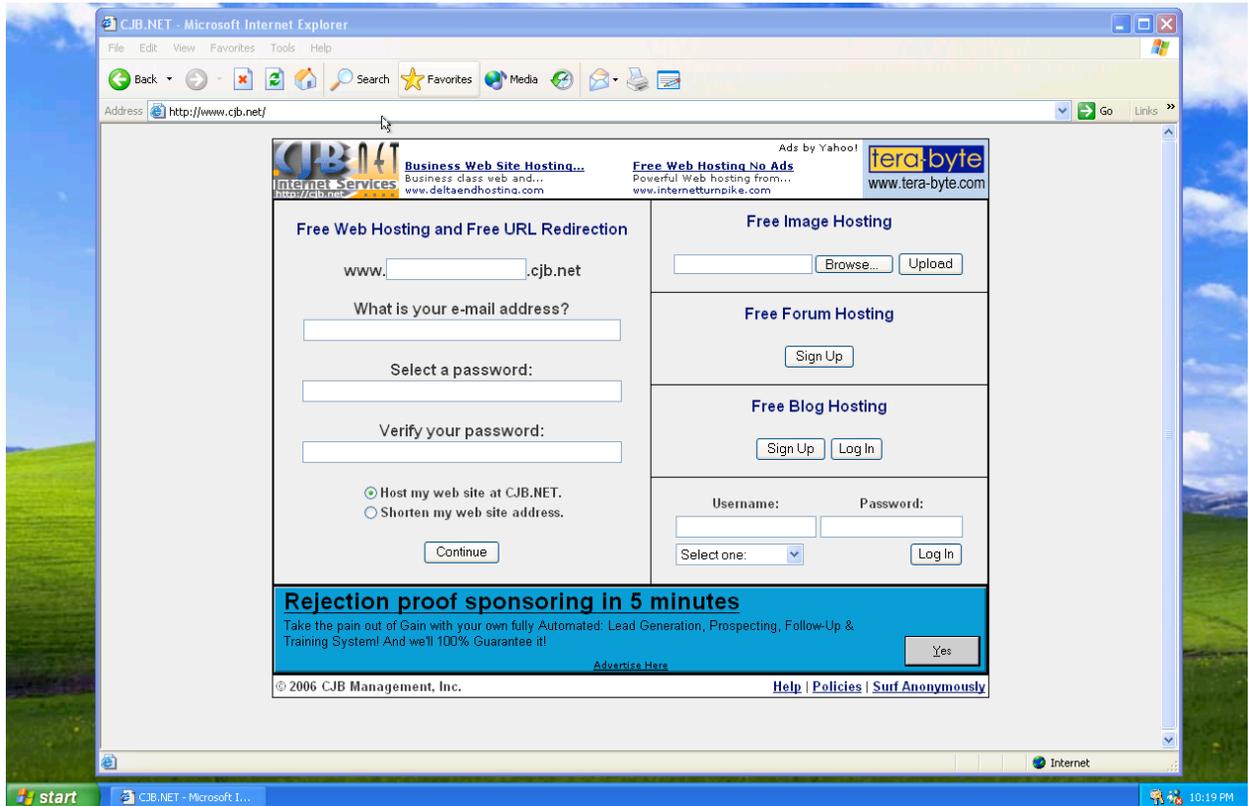
The CDT utilized personal computers to replicate the behavior of an ordinary consumer signing up for free Web hosting from CJB.NET, and also downloading the Zango product as prompted when visiting a CJB.NET-hosted Web site. These activities were recorded using standard “screenshot” software to capture the actual images present on the monitors of the computers used, as they were being used.

The Technology Law & Public Policy Clinic independently performed research using both real and “virtual” versions of Microsoft Window XP operating systems running Microsoft Internet Explorer Web browsers. Images were recorded using screenshot software.

All images included in the following appendices were independently recorded by CDT and the Technology Law & Public Policy Clinic in January 2006.

## Appendix B1: CJB.NET's Lack of Disclosures to Webmasters Regarding Advertising

A customer (webmaster) seeking to operate a CJB.NET-hosted Web site goes to CJB.NET's main Web page, www.cjb.net:



A customer who is unsure how to proceed, or what is required to have a site hosted by CJB.NET entails, may click on either “Help” or “Policies” in the lower right hand side of the screen. The content of the “Help” page is reproduced below. Note that there is no mention of any use of adware or other advertising-supported software.

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## Frequently Asked Questions

**How long has CJB.NET been around and what does CJB stand for?**  
CJB.NET has offered free Internet services since 1998. CJB is the initials of the company's founder.

**How do I report abuse?**  
To report abuse, e-mail [abuse@cjb.net](mailto:abuse@cjb.net).

**How do I look up the registrant of a CJB.NET address?**  
Use our WHOIS to look up the e-mail address of the registrant.

## Free Web Hosting and Free URL Redirection

**How do I log into my account?**  
[Click here to log into your account.](#)

**I forgot my password.**  
[Click here to retrieve your password.](#)

**How do I upload my web site?**  
[Click here to upload your web site.](#) We do not offer FTP access.

**How much web space do I get?**  
Free accounts get 1,000,000 bytes of web space. Paid accounts get 10,000,000 bytes of web space.

**How much traffic can my web site receive?**  
There are no limitations on the amount of traffic your web site can receive.

**How do I access my CJB.NET e-mail?**  
[Click here to use our web mail service.](#) Use [pop3@cjb.net](mailto:pop3@cjb.net) to access your e-mail via POP3.

**What is your SMTP server address?**  
Use your Internet provider's SMTP server.

Is there an e-mail size limit?

Incoming messages are limited to 1,000,000 bytes.

Can I point my CJB.NET address to my dynamic IP address?

Use our Dynamic DNS service to point your CJB.NET address to your dynamic IP address.

Do you offer free .com domain names?

No, but redirection.net does offer this service for a nominal fee.

### Free Image Hosting

How do I upload an image?

Browse for and select the image, then click Upload.

Are there any restrictions?

Images larger than 1,000,000 bytes and non-image files are not accepted.

When do images expire?

Images expire 30 days after they are posted or 7 days after they are last accessed.

Images aren't loading.

Make sure your firewall and Internet provider are not restricting outgoing access to TCP port 8090.

### Free Forum Hosting

How do I make changes to my forum?

Log into your account and follow the Go to Administration Panel link at the bottom of the page.

How do I add my logo to the forum?

Add your logo's HTML code to the Site Description field under Configuration in the administration panel.

How do I change my forum style?

Use the Styles Admin in the administration panel to change styles.

I changed styles, now I get an error when I try to access my forum.

Send your forum address and the error message to [support@cjb.net](mailto:support@cjb.net) and we will fix it for you.

How do I add new mods, smilies, or styles?

As these are shared among all forums, you are not able to add new mods, smilies, or styles.

How do I download a backup of my forum?

This feature is not available, but we do backup all forums daily.

How do I remove my forum?

Your forum will expire if no new messages are posted for 30 days.

For additional forum support and documentation, visit the [phpBB support page](#).

## Free Blog Hosting

How do I log into my blog?

[Click here](#) to log into your blog.

How do I remove my blog?

Your blog will expire if you do not log in for 90 days.

For additional blog support, log into your blog and follow the [Support & FAQs link](#).

## Contact Us

How do I contact you?

If your question was not answered above, e-mail [support@cjb.net](mailto:support@cjb.net) to contact us.

The content of the “Policies” page is reproduced below, with the only mention of advertising highlighted in bold.

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CJB Management, Inc. provides CJB.NET subject to your agreement to and compliance with these terms and conditions. By using CJB.NET, you agree to be bound by these terms and conditions. If you do not wish to be bound by these terms and conditions, you may not use CJB.NET.

You agree to indemnify, defend, and hold CJB Management, Inc. harmless from any liability, loss, claim and expense, including attorney's fees, caused by or resulting from your use of CJB.NET which damages you, CJB Management, Inc., or any other party or parties. CJB Management, Inc. makes no warranties or representations of any kind, expressed or implied, for the services being offered.

CJB.NET may only be used for lawful purposes and may not be used for or in connection with any spam or unsolicited e-mail, pornographic material, or any activity or material which causes harm, violates the rights of others, violates any law, or gives rise to any legal liability.

CJB Management, Inc. reserves the right to refuse or discontinue service to anyone for any reason at our sole discretion, and to refuse to post or to remove any information or materials that in our sole discretion are unacceptable, undesirable, or in violation of this agreement. You agree to take full responsibility for and to maintain appropriate backups of information and materials stored on our servers.

CJB Management, Inc. reserves the right to monitor communications through or with our facilities. You agree that CJB.NET is not a secure communications medium for the purposes of the ECPA, and that no expectation of privacy is afforded.

CJB Management, Inc. reserves the right to disclose information about you and your account as required by law, in the good faith belief that disclosure is necessary to further determination of an alleged breach of a law, to comply with a legal process served upon us, to resolve any and all third party claims, or to avoid financial loss or legal liability.

**CJB Management, Inc. reserves the right to send you advertisements and promotional offers and to place advertisements on the services we provide to you. You authorize CJB Management, Inc. to provide your contact information to third parties for the purpose of sending you advertisements and promotional offers.**

CJB Management, Inc. retains exclusive ownership of and rights to the CJB.NET trademark and domain name, including all subdomains, and the services and content provided therein. CJB.NET accounts and services may not be resold.

You agree that you are of the age of majority or have your parent's or legal guardian's permission before using CJB.NET. You agree to provide valid contact information as requested and to keep this information current. You agree to adhere to our policies and to abide by all CJB Management, Inc. decisions.

All payments are non-refundable and non-transferable. You agree to forfeit all payments credited to your account if it is removed or terminated for any reason. You agree to reimburse CJB Management, Inc. for all fees incurred as a result of payments made by you or on your behalf. You are responsible for the cost of collections, interest, legal fees, and penalties on all unpaid balances.

You must log into your account every 90 days to prevent it from expiring. Blogs must be logged into every 90 days, and within the first 30 days, to prevent expiration. Forums expire if no new messages are posted for 30 days or if no messages are posted in the first 7 days. Images expire 30 days after they are posted or 7 days after they are last accessed.

You agree that CJB Management, Inc. may revise the terms and conditions of this agreement and change the services provided under this agreement without notice at any time. You agree to periodically review our web site, including the current version of this agreement available on our web site, to be aware of any such revisions.

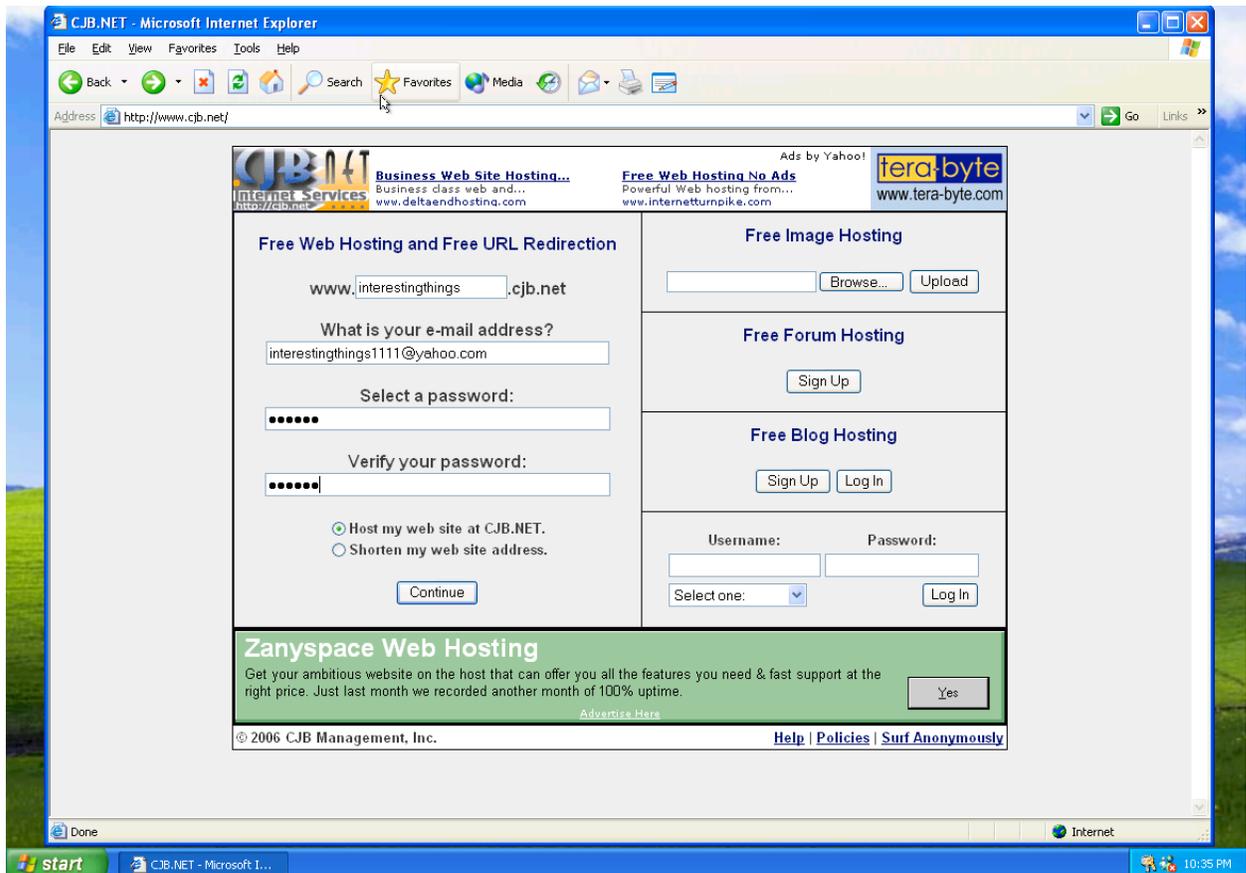
This agreement supersedes any communication you may have had with CJB Management, Inc. or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

To report a violation of these terms and conditions, e-mail [abuse@cjb.net](mailto:abuse@cjb.net).

## Appendix B2: Deceptive Practices in CJB.NET's Web Host Registration Process

To register a new CJB.NET-hosted Web site, the customer (webmaster) is required to enter an email address, Web site domain name, and an account password, as shown below:



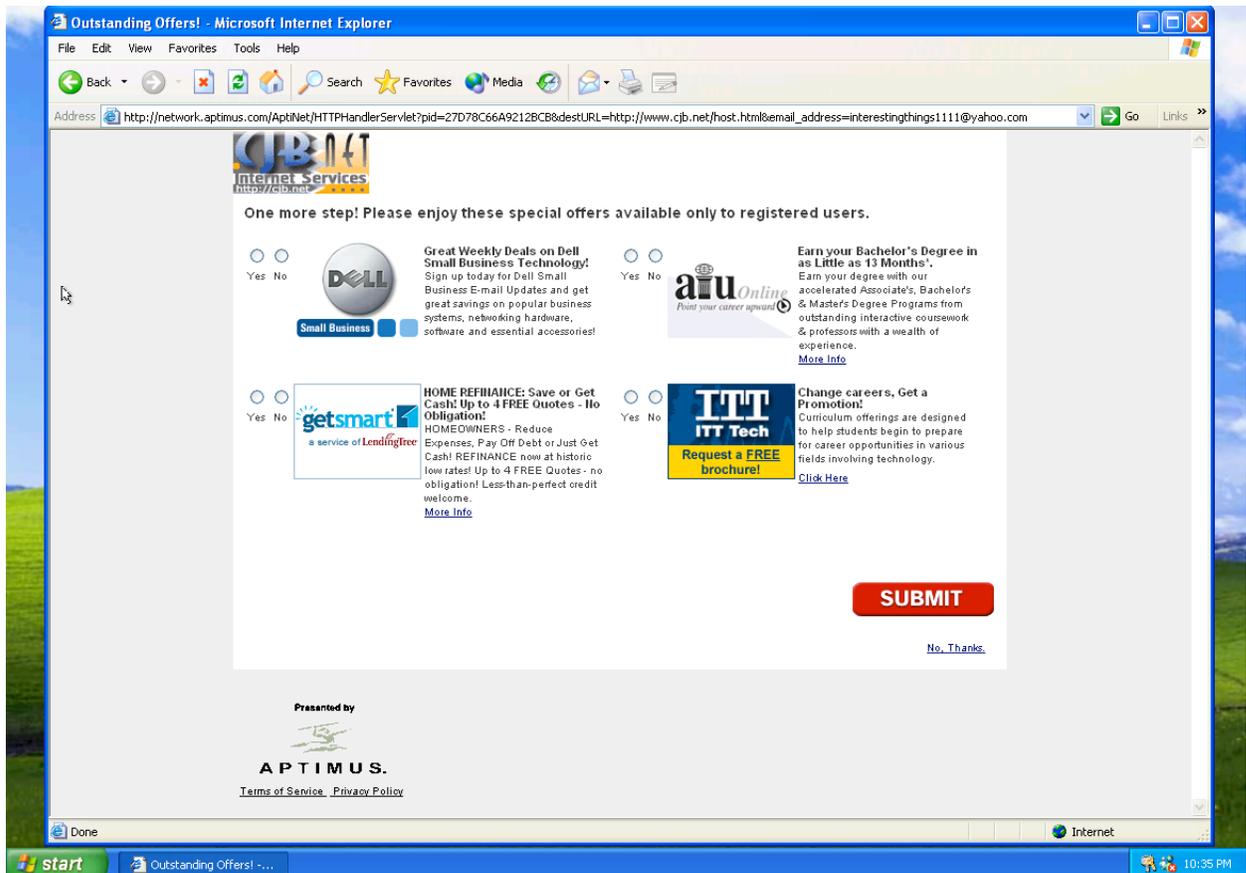
The screenshot shows a Microsoft Internet Explorer browser window displaying the CJB.NET website. The address bar shows "http://www.cjb.net/". The page features several registration options:

- Free Web Hosting and Free URL Redirection:** A form where the user has entered "www.interestingthings.cjb.net" as the domain name, "interestingthings1111@yahoo.com" as the email address, and provided a password and its verification. The "Host my web site at CJB.NET" option is selected. A "Continue" button is visible.
- Free Image Hosting:** Includes a "Browse..." button and an "Upload" button.
- Free Forum Hosting:** Includes a "Sign Up" button.
- Free Blog Hosting:** Includes "Sign Up" and "Log In" buttons.
- Additional Fields:** A "Username:" field, a "Password:" field, and a "Select one:" dropdown menu with a "Log In" button.

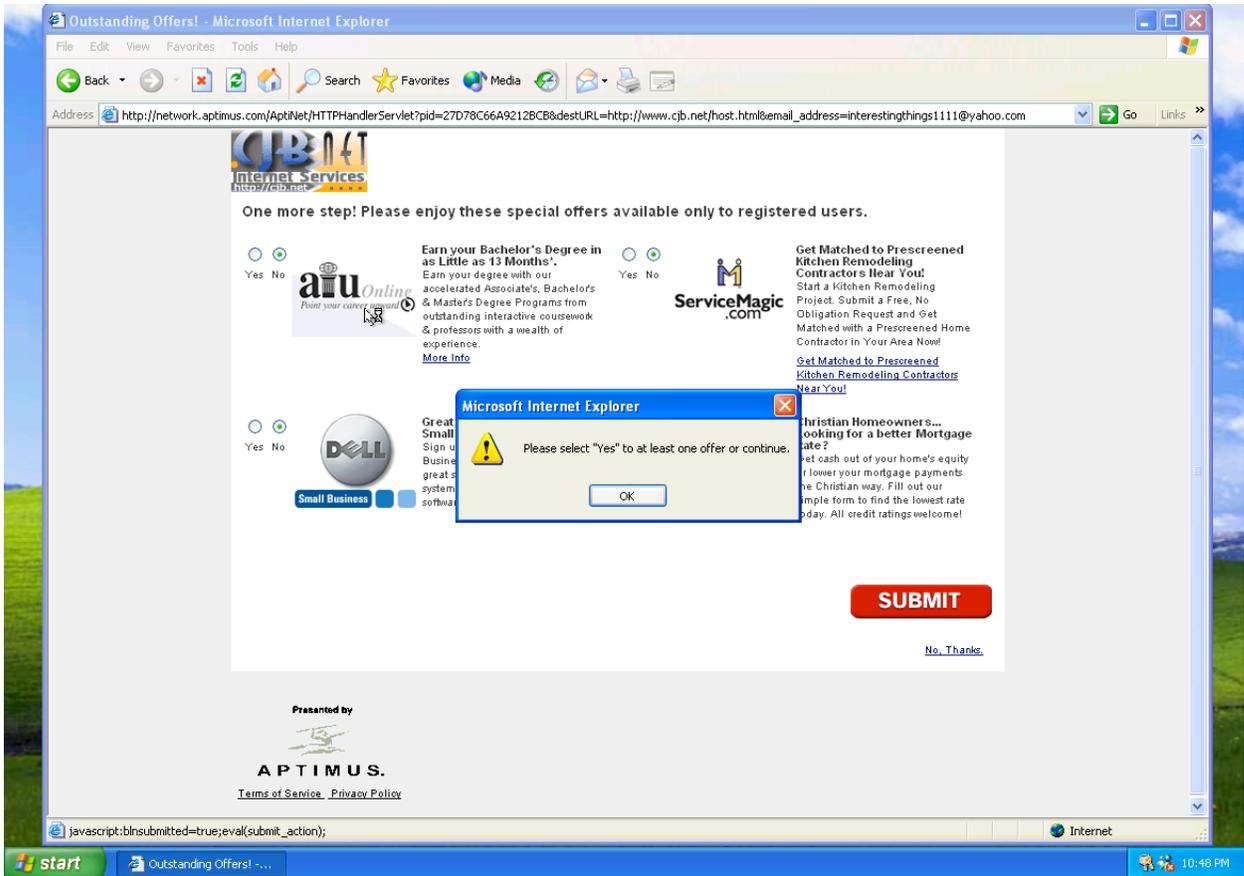
At the bottom of the page, there is a green banner for "Zanyspace Web Hosting" with a "Yes" button. The footer contains copyright information for "© 2006 CJB Management, Inc." and links for "Help", "Policies", and "Surf Anonymously".

The Web site created here is named “www.interestingthings.cjb.net”. The webmaster can now click “Continue” to proceed with registration.

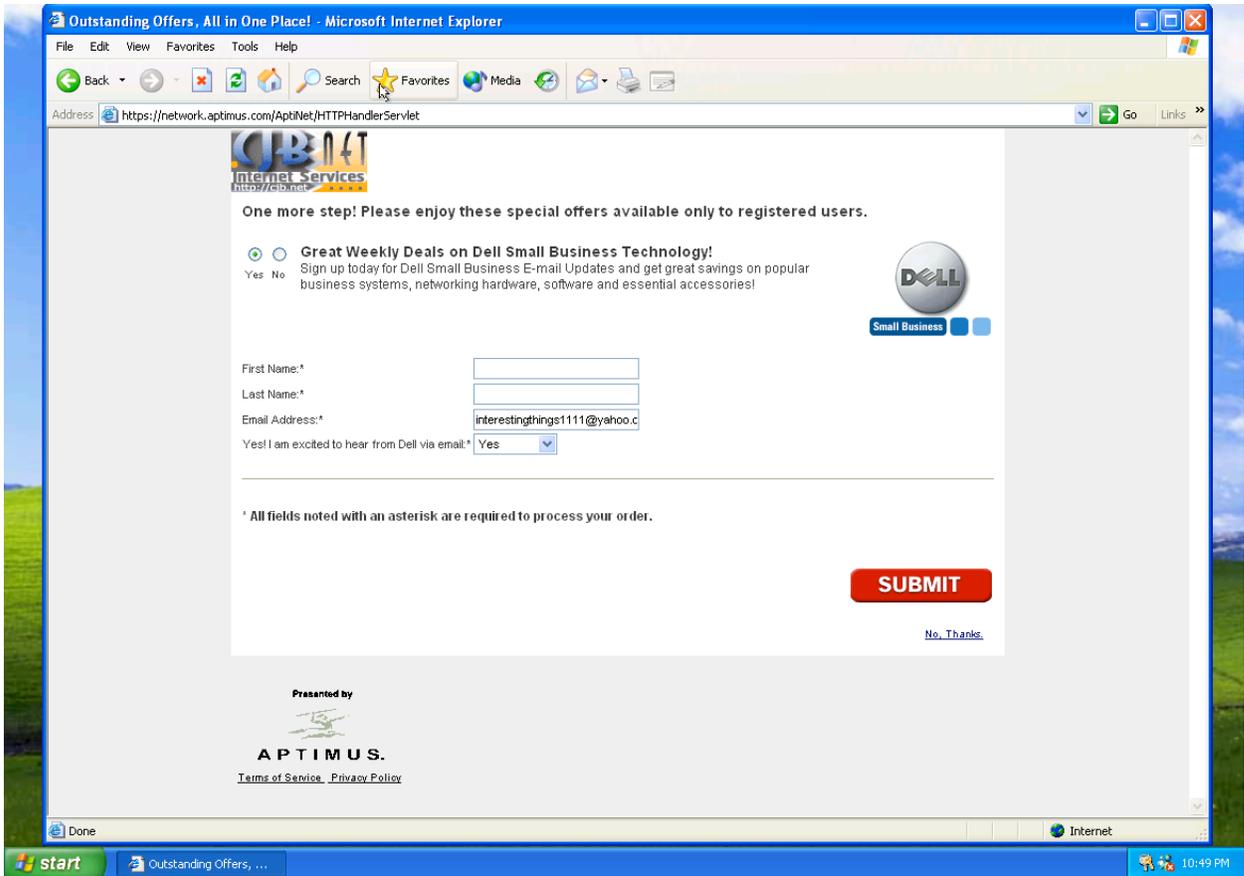
After clicking “Continue,” a Web page appears which prompts the webmaster to sign up for promotional offers from advertisers (shown below). There is no indication of how these advertisers are related to the advertisements that will be associated with the webmaster’s CJB.NET-hosted site or if they are the same ads that will appear on the webmaster’s site.



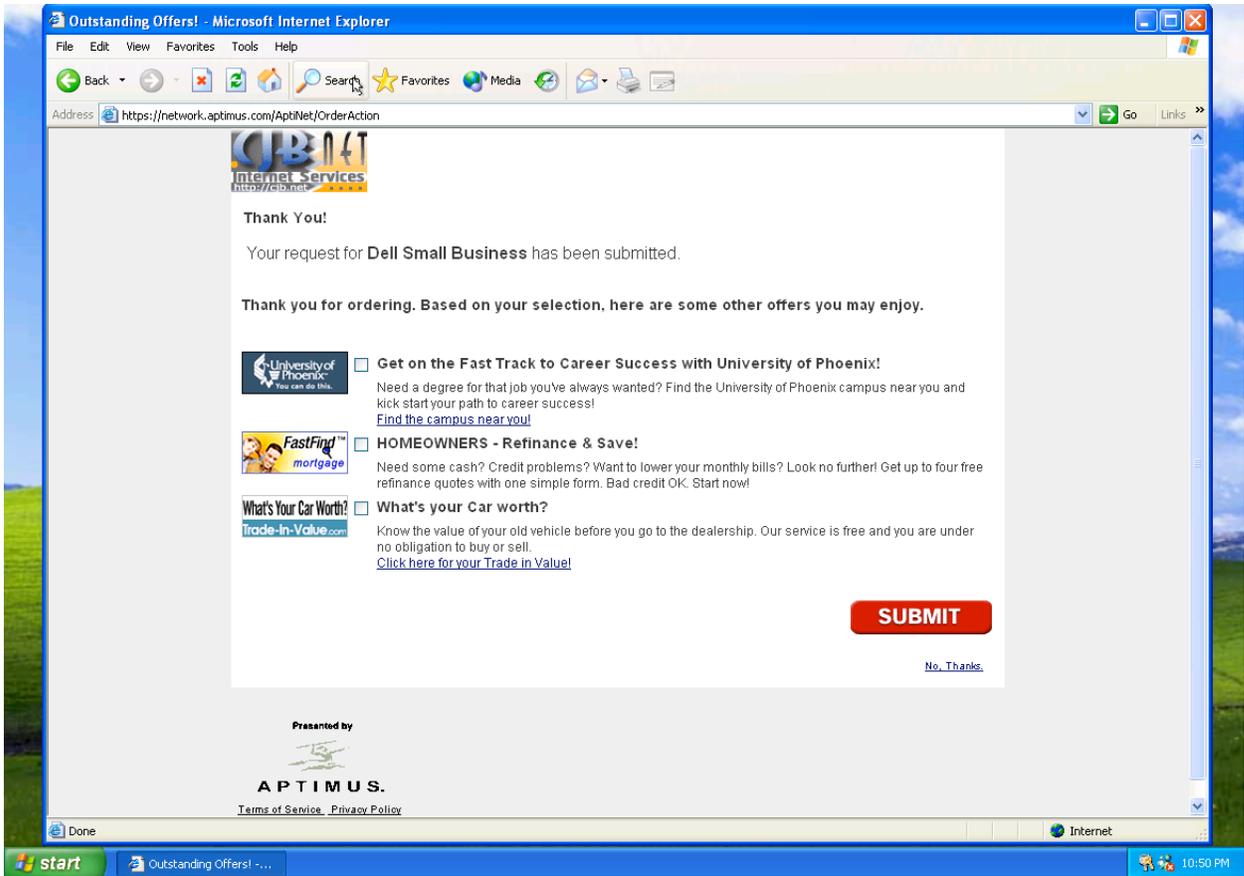
At this point, the only way for the user to proceed with the registration without agreeing to any promotional offers is to select the tiny “No, Thanks” link located in the lower right-hand corner of the screen. If the user tries to click on the large red “Submit” button without selecting the “Yes” button for at least one promotional offer, the following alert window appears:



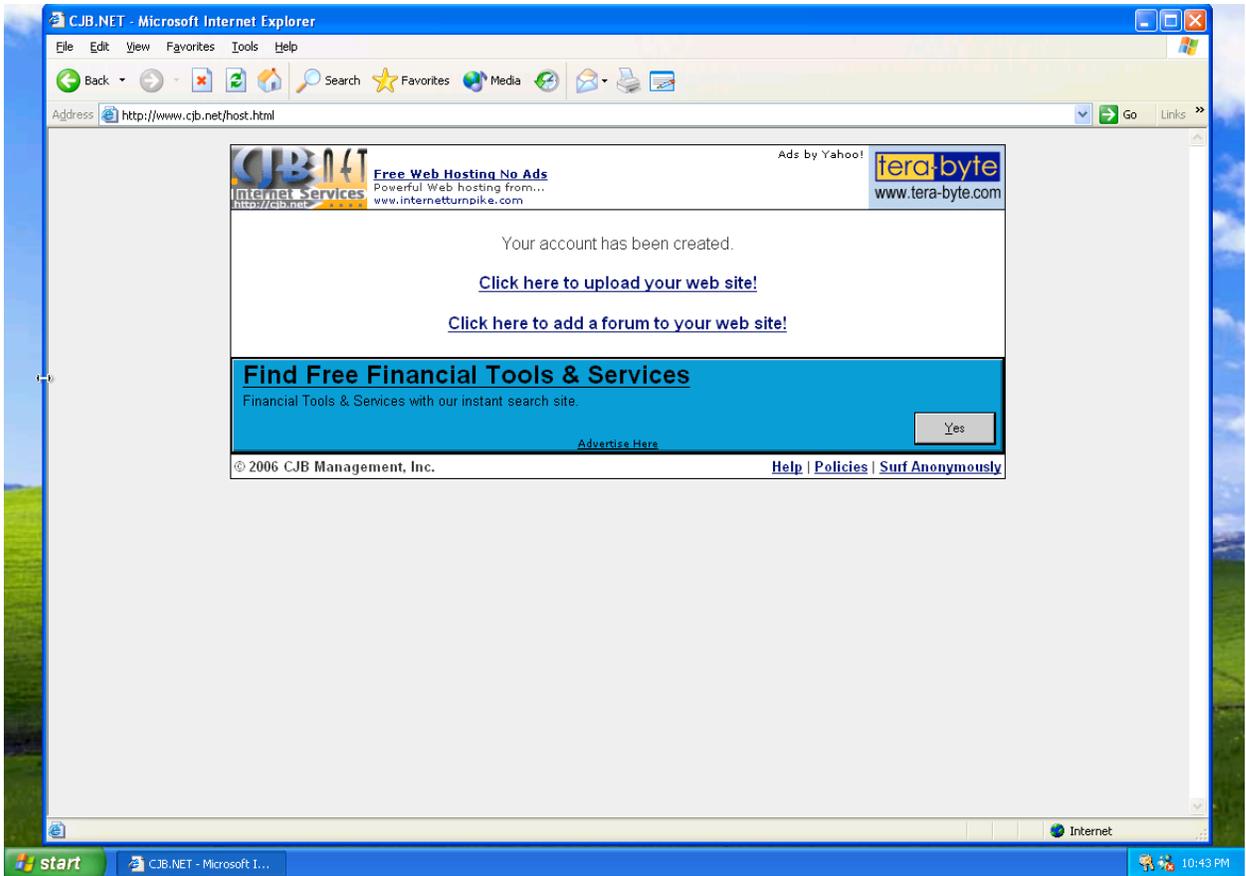
If the user clicks “OK” in the alert box, selects the “Yes” button for at least one promotional offer, and then clicks the “Submit button,” he or she will be directed to the following Web page:



This page contains yet another promotional offer, and the behavior is the same as the first time: if the user clicks on the “No, Thanks” link, he or she can complete the registration, but otherwise he or she must select the “Yes” button and then click “Submit” in order to proceed. If the user chooses the latter option, he or she is taken to the following Web page:



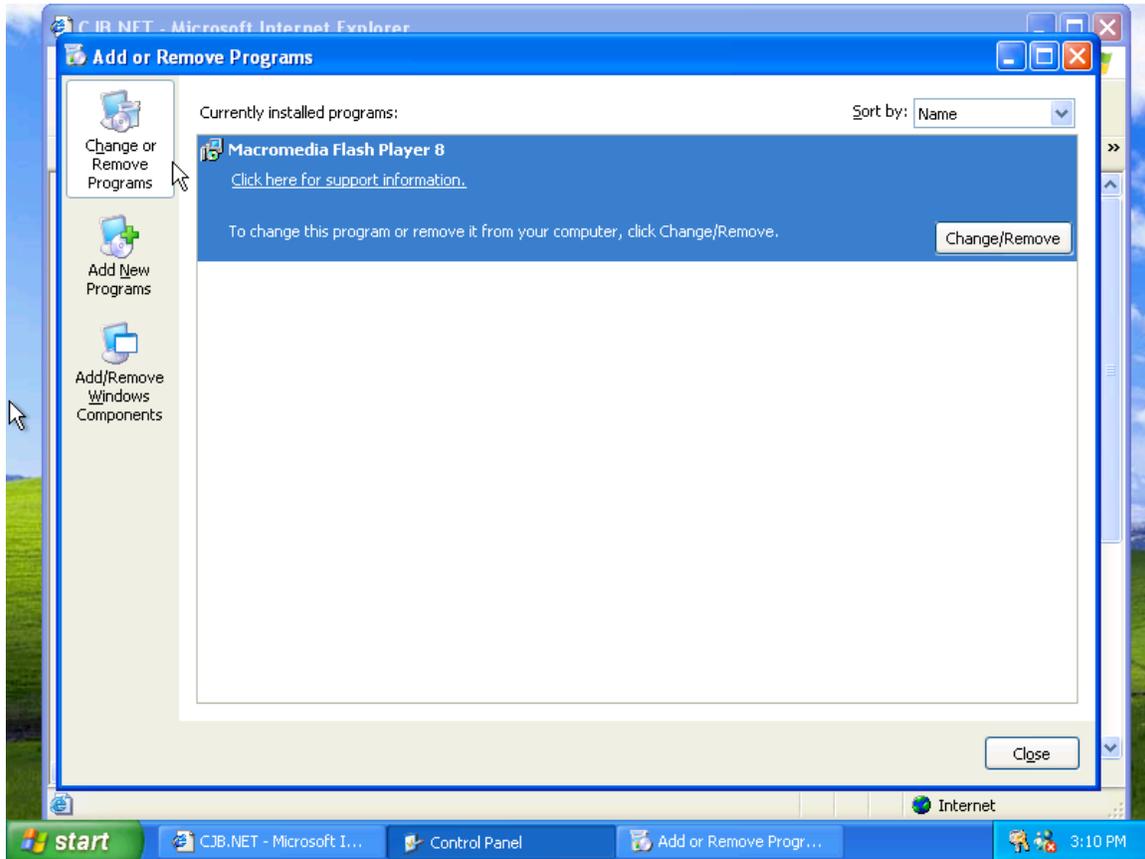
Presumably, this continues indefinitely, racking up advertising money for CJB.NET, until the user eventually clicks “No, Thanks.” Whether the user chose to sign up for many promotional offers or none, the screen that he or she sees after clicking on “No, Thanks” is the same:



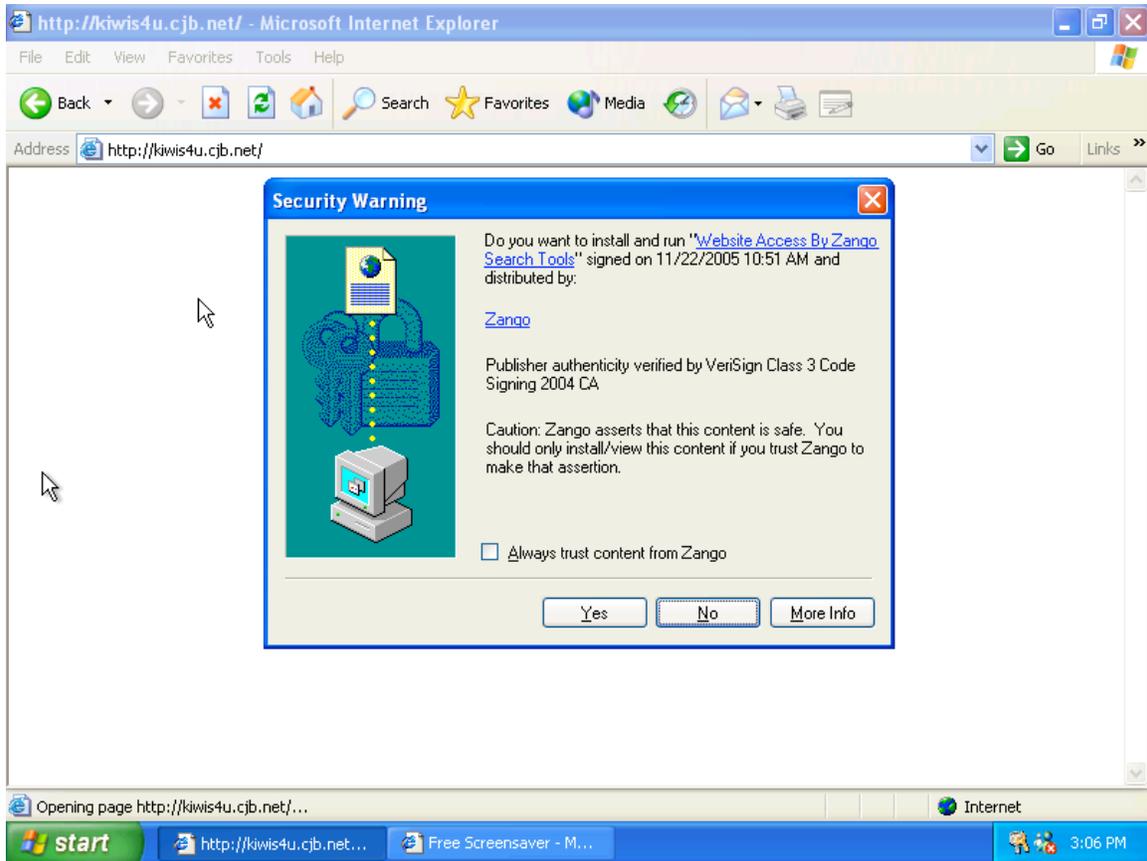
Now the user is finished registering and can proceed with uploading content to his or her Web site.

## Appendix B3: Deceptive Practices in CJB.NET's Downloads of 180solutions' Software.

Before ever visiting a CJB.NET-hosted Web site, here is what the researcher's installed programs looked like:



First, a Web site hosted by CJB.NET was visited. This particular site had just been created, so it contained no content. In addition to a popunder ad, a 180solutions Zango download prompt appeared, even on a Web site containing nothing:



Selecting “Yes” on the dialog box brings up the Zango installer:

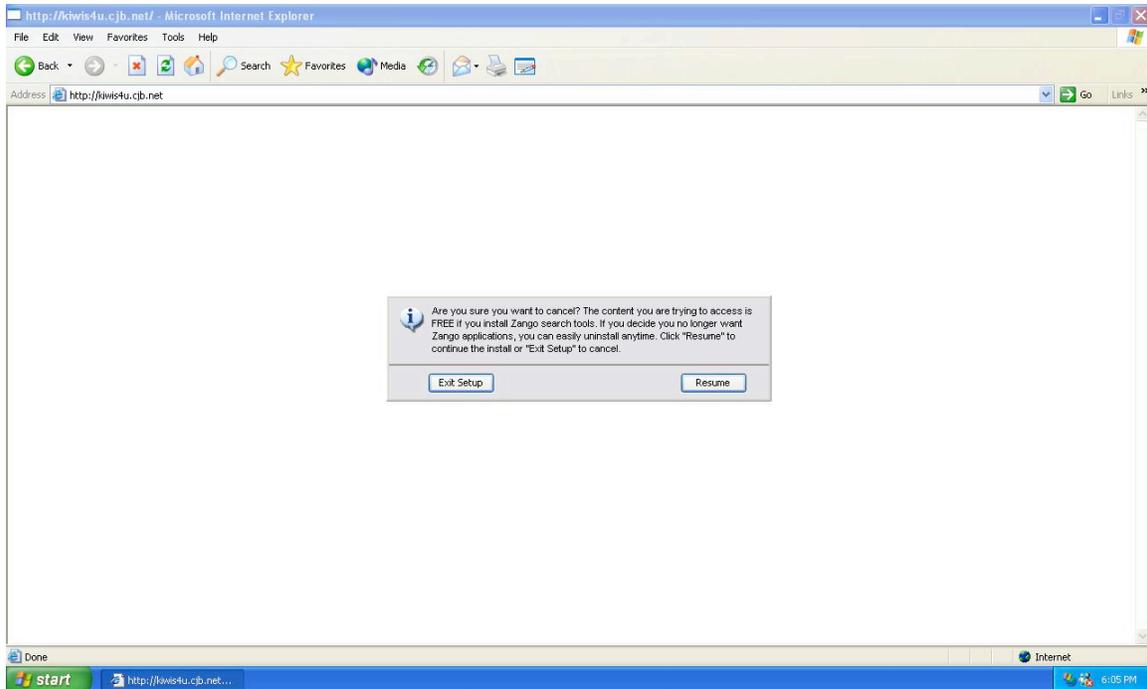


The installer contains a EULA in a wide, short box that contains the voluminous text of the Zango EULA. It also contains an explanation that the content is only free because it is paid for by advertising. By clicking on “Privacy Policy,” the visitor to the Web site is directed to this page:



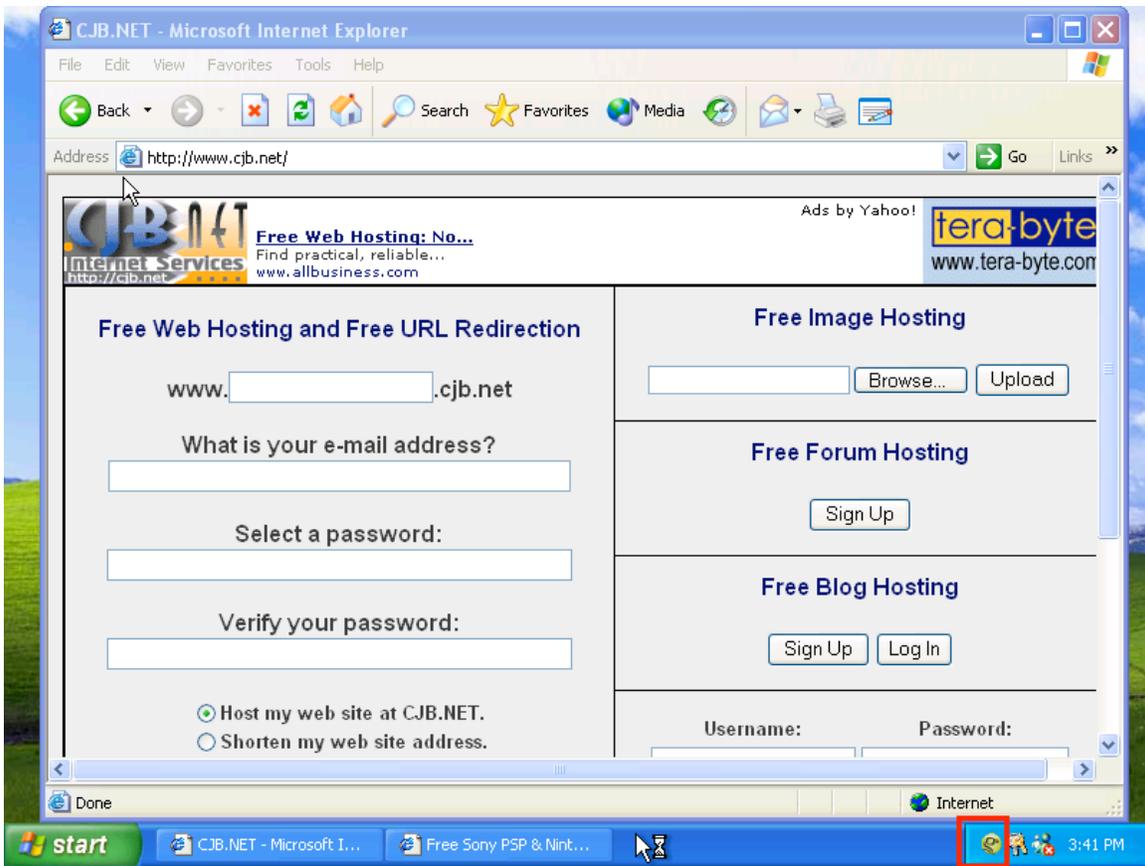
The text of the privacy policy is reproduced in Appendix C, *infra*.

Proceeding by closing the privacy policy and clicking “Cancel” in the Zango installer directs the Web site visitor to this page:



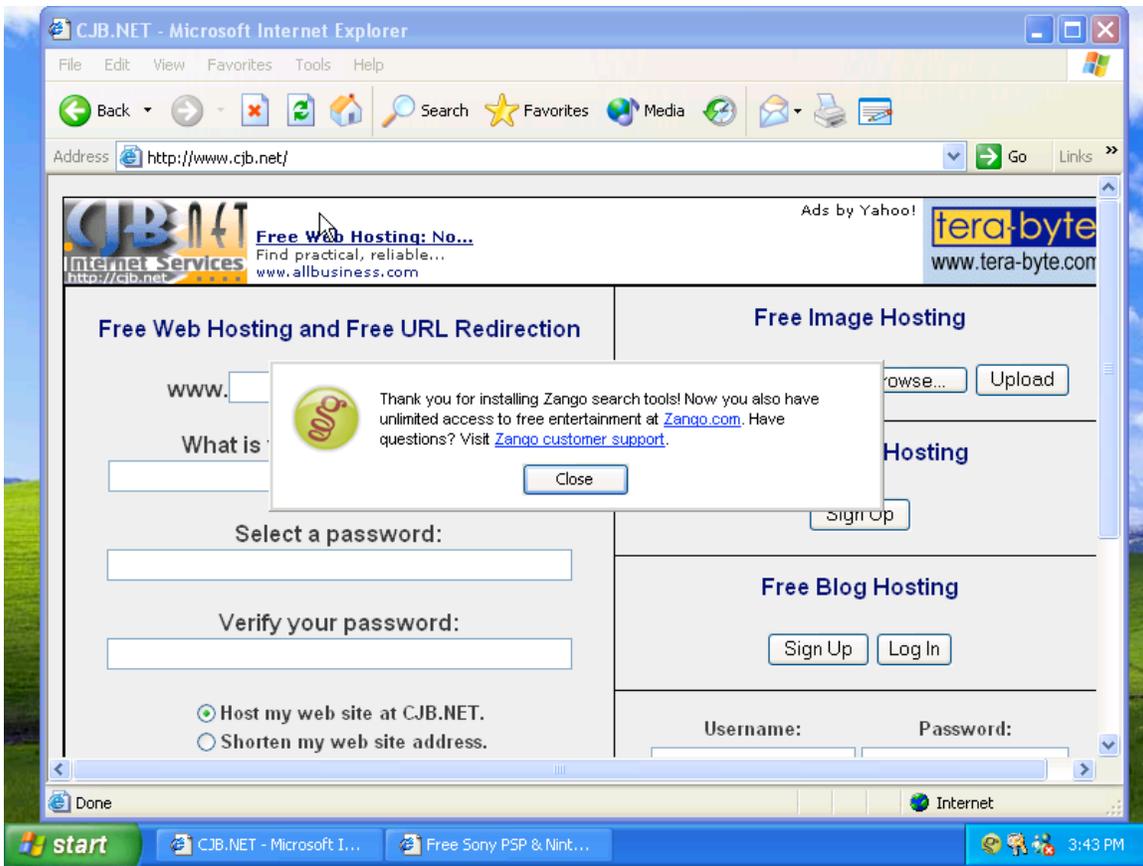
By selecting “Exit Setup,” the consumer is allowed to leave the Zango install area.

If instead of cancelling and exiting from the Zango installation the user clicks “Finish” on the installer, the install occurs. In this example the Web site visitor is connecting to a site that has no content, so he is redirected to the CJB.NET home page. Note that Zango has now been installed in the system tray:



Zango icon

Within a few seconds, Zango pops up an enthusiastic message:



The Web site visitor may then chose to proceed to Zango customer support by clicking on the appropriate link. The following displays one portion of the Zango customer support Web site:



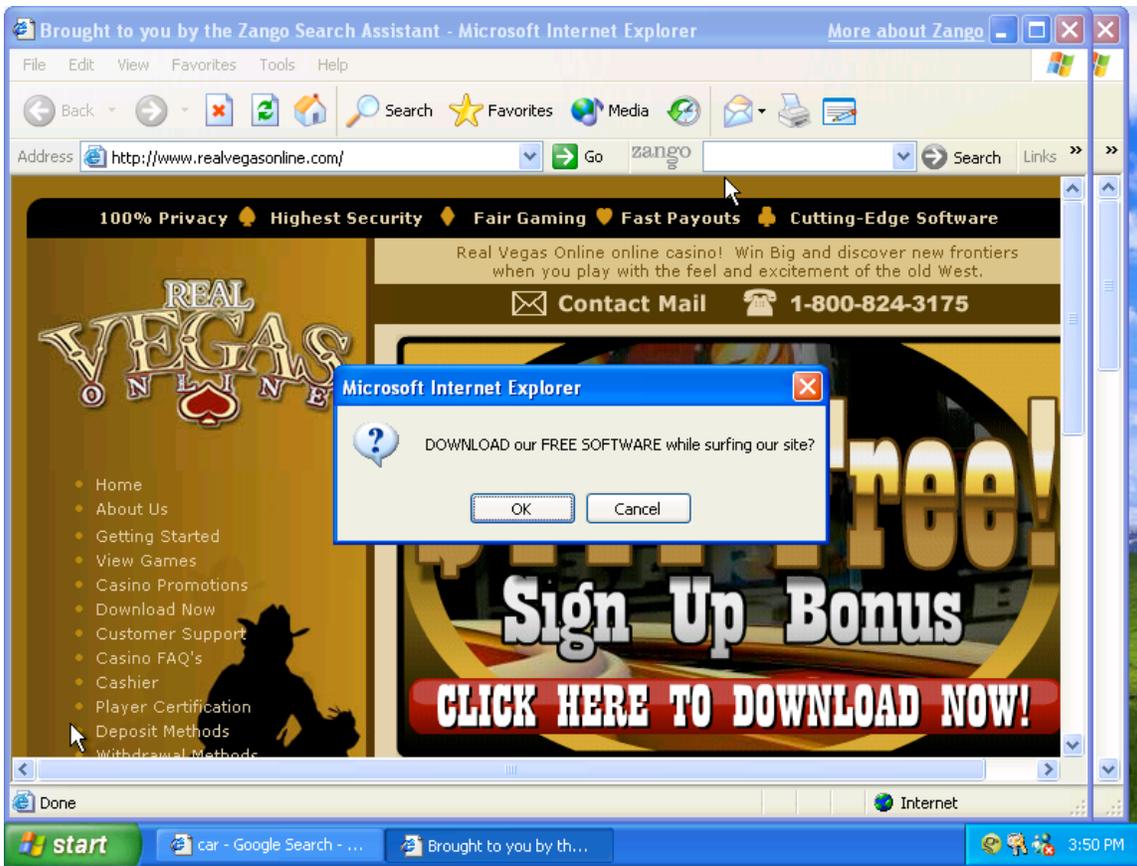
Note that the explanation for how the user might have gotten Zango onto his or her computer does not include any mention of CJB.NET. It also implies that Zango downloads are associated with video, game, and application downloads; however, a CJB.NET-hosted site does not necessarily include any of these things, and yet Zango is still downloaded due to a visit to a CJB.NET-hosted site. In the example Web site visit outlined in this appendix, the CJB.NET-hosted site did not contain *any* content whatsoever, and yet the user still ended up with Zango on his machine.

The user now has Zango installed. If he now performs a Google search for “casino,” a new popup advertisement appears in front of the window where he attempted his search:



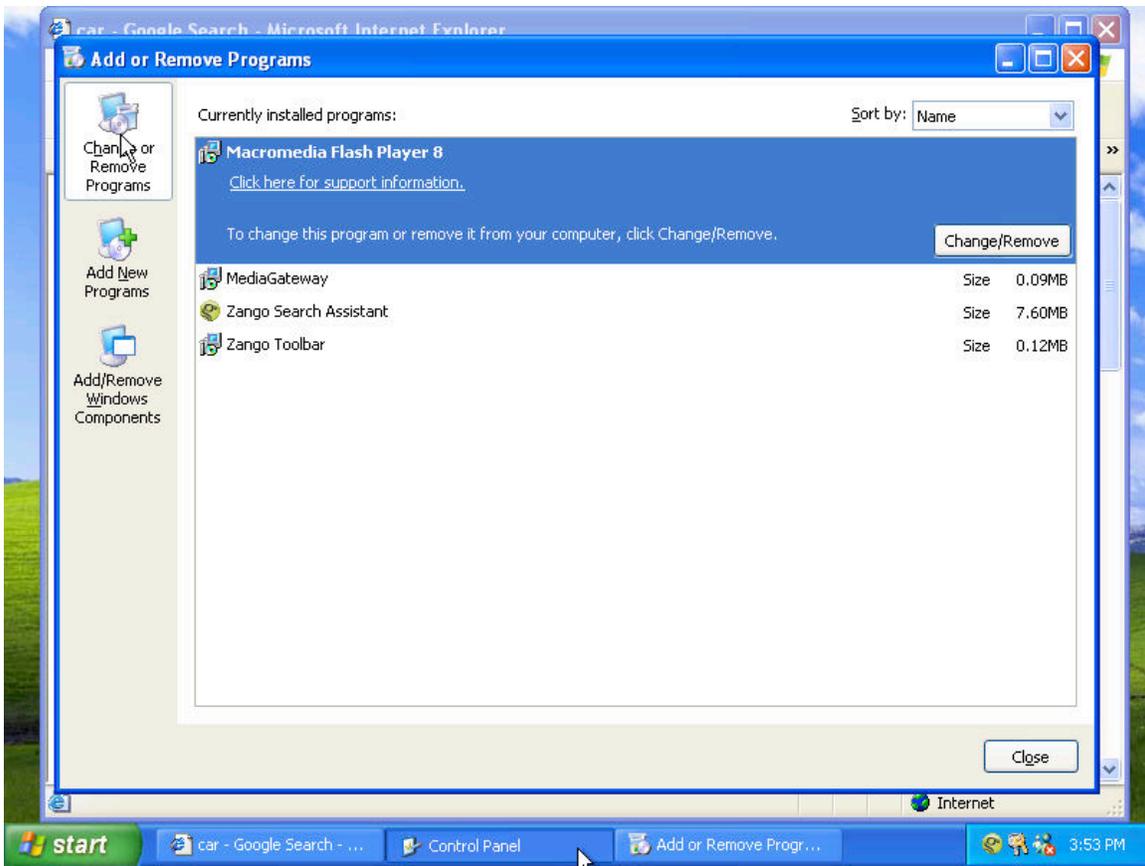
Note that the popup displays no information linking it to CJB.NET.

A Google search for “car” resulted in another popup:



Our researcher declined to download further free programs at this point.

Here are the installed programs after visiting the CJB.NET-hosted site and agreeing to install "Web Access Zango Search Tools:"



The Zango installer actually installed three programs: MediaGateway, Zango Search Assistant, and Zango Toolbar.

## Appendix C: Inadequate EULA Disclosure by 180solutions

Reproduced below is the full text of the Zango EULA, as it appears online. It contains no references to CJB.NET at all.

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NOTICE TO USER: THIS END USER LICENSE AGREEMENT ("AGREEMENT") APPLIES WITH RESPECT TO SOFTWARE APPLICATIONS PROVIDED BY 180SOLUTIONS, INC. AND ITS AFFILIATES (REFERRED TO IN THIS AGREEMENT AS "WE" OR "180"). PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING "ACCEPT" BELOW, OR BY USING ALL OR ANY PORTION OF THE LICENSED SOFTWARE (DEFINED BELOW), YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE LICENSED SOFTWARE.

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**3. Restrictions.** As a condition of this license, you will: (a) not reverse engineer, disassemble or decompile the Licensed Software or attempt to discover or recreate the source code to the Licensed Software, except as otherwise required by applicable law, (b) comply with all applicable laws, including U.S. export control laws, in your Use of the Licensed Software, (c) not make any modification, adaptation, improvement, enhancement, translation or derivative work of or to the Licensed Software, (d) not remove, alter or obscure any proprietary notices (including copyright notices) of 180 or its licensors in the Licensed Software, (e) not use the Licensed Software for purposes for which it is not designed, and (f) only Use the Licensed Software for personal, non-commercial use.

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**5.1. Display of Advertising.** The Licensed Software will run in the background on your computer and may periodically direct you to our sponsors' websites. By installing and/or using the Licensed Software you grant permission for 180 to periodically display sponsors' websites to you. The frequency of these advertisements will vary depending on your use of the Internet. On occasion, you may search for a website and receive an error from your browser software indicating that the site can not be found. When this occurs, the Licensed Software includes a function which may redirect your web browser to our sponsor's websites based on the content of the website address, or URL, which you entered. You hereby consent to these actions.

**5.2. Identification of Advertisements.** The advertisements that the Licensed Software presents are provided in a separate browser window and are not endorsed by or affiliated with the websites that trigger their appearance. Advertisements that the Licensed Software presents are branded with a 180 brand name and identifiable by the title "Brought to you by X" (or similar language) in the title bar of your browser window. Please note, however, that in certain limited circumstances the 180 branding may not be readily apparent. For example, if your browser settings are set such that the title bar is not visible, or your browser redirects you away from the initially generated window.

**6. Uninstallation.** The Licensed Software may be uninstalled by going to the "Add/Remove Programs" menu on your computer and clicking the "Remove" button next to the entry for the Licensed Software. Some Internet content and software publishers, including 180, require that their users have certain of the Licensed Software (including 180search Assistant, Seekmo Search Assistant, and/or Zango Search Assistant) installed on their computer in order to access their content or use their software applications ("Content Providers"). Uninstallation of such Licensed Software may impact your ability to access such content and/or use such software. You may be required to restart your computer in order for the uninstallation to take effect.

**7. Updates.** 180, in its sole discretion, may provide you with Updates to the Licensed Software as part of this Agreement. The Licensed Software will check with 180 for the existence of any Update that 180 has released, and in the event that one is available, the Licensed Software will update itself automatically. Nothing herein shall be construed or interpreted as requiring that 180 provide Updates. 180 will not install any new software or Update which in our reasonable judgment has functionality which is materially different from the functionality of the previously installed Licensed Software without your prior consent.

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**8.2. Limitation of Damages.** NEITHER 180 NOR ANY OF ITS LICENSORS OR SUPPLIERS WILL HAVE ANY, AND YOU RELEASE 180 AND ALL OF ITS LICENSORS AND SUPPLIERS FROM ANY, LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE OR OTHERWISE) FOR ANY DAMAGES SUSTAINED BY YOU ARISING FROM THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF DATA, SAVINGS, OR PROFITS OR THE COST OF PROCURING SUBSTITUTE GOODS, EVEN IF 180 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL 180'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED \$500.00.

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**9. Use of Information.** By installing the Licensed Software, you grant permission for 180 to collect and use certain information. You acknowledge that you have reviewed the applicable 180 Privacy Policy, which describes 180's practices with respect to the

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**10. Infringement Reporting Procedure.** 180 is not responsible for content hosted by Content Providers, however, if you are aware of any infringing or illegal content hosted by a site that utilizes 180 as an access control mechanism, please notify 180 at the address below so that we may take appropriate action.

**11. Compatibility.** 180 does not warrant that the Licensed Software will be compatible with your hardware or other software installed on your computer system. Compatibility issues may cause your computer's performance to suffer. In the event that the Licensed Software is not compatible with your hardware or other software installed on your computer system, the Licensed Software can be uninstalled by going to the "Add/Remove Programs" menu on your computer and clicking the "Remove" button next to the entries for 180. Like all software, the Licensed Software utilizes some of your computer's resources to run, including system memory and internet connection. Use of the Licensed Software on a computer with inadequate system resources will cause such computer's performance to suffer.

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**13. Export.** You agree that the Licensed Software may not be acquired, shipped, transported, exported, or re-exported (1) into (or to a national or resident of) any U.S. embargoed country or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Licensed Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

**14. Governing Law; Dispute Resolution.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington, U.S.A., without regard to its choice of law principles to the contrary. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be resolved by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedure (the "Rules") except as otherwise provided herein. Arbitration shall be the exclusive method of resolving any controversy, dispute or claim arising out of or relating

to this Agreement. Any arbitration conducted hereunder shall take place in Seattle, Washington. Judgment on any arbitration award may be entered in any court having jurisdiction. The arbitrator's fee and other expenses of the arbitration process shall be shared equally. The parties shall bear their own respective costs and attorneys' fees. Washington law, to the extent permitted, shall govern all substantive aspects of the dispute and all procedural issues not covered by the Rules. Nothing in this Section 14 shall prohibit 180 from seeking injunctive relief from before an appropriate court to the extent necessary to protect its rights pending resolution of the dispute in accordance with the foregoing provisions.

**15. Miscellaneous.** You must be at least 18 years of age to use the Licensed Software. By accepting the terms of this Agreement and Using the Licensed Software you represent that you are over the age of 18. This is the entire agreement between 180 and you relating to the Licensed Software, and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Licensed Software. If any part of this Agreement is held by a court to be illegal, invalid or unenforceable, it will not affect the validity of the balance of the Agreement, which will remain valid and enforceable according to its terms. This Agreement may only be modified by a writing signed by an authorized officer of 180. If you violate any term of this Agreement, 180 may terminate this Agreement without waiving any other rights. This Agreement is assignable by 180. You may not assign your rights and obligations under this Agreement.

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