

1 Daniel J. Navigato, Esq. (SBN 164233)  
Michael W. Battin, Esq. (SBN 183870)  
2 Travis M. Bray, Esq. (SBN 235763)  
3 Stephanie J. Sciarani, Esq. (SBN 279760)  
NAVIGATO & BATTIN, LLP  
4 755 West A Street, Suite 150  
San Diego, California 92101  
5 Tel. (619) 233-5365  
6 Fax (619) 233-3268

**F I L E D**  
Clerk of the Superior Court

**F I L E D**  
Clerk of the Superior Court

SEP 9 2015

SEP 09 2015

7 Attorneys for Plaintiff SMS.AC, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**  
10 **UNLIMITED CIVIL**

11 SMS.AC, INC., a Delaware corporation

12 Plaintiff,

13 v.

14 JOHN DOE and DOES 1 to 100,

15 Defendants.

CASE NO.: 37-2015-00025687-CU-DF-CTL  
Judge: Hon. Eddie C. Sturgeon  
Dept.: C-67

SMS'S EX PARTE APPLICATION;

MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF EX  
PARTE APPLICATION FOR EXPEDITED  
DISCOVERY;

SUPPORTING DECLARATION OF  
MICHAEL W. BATTIN;

SUPPORTING DECLARATION OF BRIAN  
WOOSLEY

[IMAGED]

Hearing:  
Date: September 22, 2015  
Time: 8:30 a.m.  
Dept: C-67

26  
27 ////

28 ////

1 Plaintiff SMS.AC, INC. ("Plaintiff" or "SMS") hereby respectfully submits the following Ex  
2 Parte Application for consideration in expediting the discovery to discovery the identities of Doe  
3 Defendants.

4 This application is based on the attached Memorandum of Points and Authorities, the attached  
5 declaration of Michael W. Battin, the attached declaration of Brian Woosley, the records on file herein,  
6 and on such evidence as may be presented at hearing.

7  
8 DATED: September 9, 2015

NAVIGATO & BATTIN, LLP

9  
10 By: s/Michael W. Battin

11 Michael W. Battin

12 Attorneys for Plaintiff SMS.AC, INC.  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 Daniel J. Navigato, Esq. (SBN 164233)  
2 Michael W. Battin, Esq. (SBN 183870)  
3 Travis M. Bray, Esq. (SBN 235763)  
4 Stephanie J. Sciarani, Esq. (SBN 279760)  
5 NAVIGATO & BATTIN, LLP  
6 755 West A Street, Suite 150  
7 San Diego, California 92101  
8 Tel. (619) 233-5365  
9 Fax (619) 233-3268

10 Attorneys for Plaintiff SMS.AC, INC.

**F I L E D**

Clerk of the Superior Court

SEP 9 2015

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SAN DIEGO -- CENTRAL DIVISION**  
13 **UNLIMITED CIVIL**

14 SMS.AC, INC., a Delaware corporation  
15 Plaintiff,

16 v.

17 JOHN DOE and DOES 1 to 100,  
18 Defendants.

CASE NO.: 37-2015-00025687-CU-DF-CTL  
Judge: Hon. Eddie C. Sturgeon  
Dept.: C-67

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PLAINTIFF SMS.AC, INC.'S EX PARTE  
MOTION FOR EXPEDITED DISCOVERY  
OR IN THE ALTERNATIVE AN ORDER  
SHORTENING TIME**

**[IMAGED]**

Hearing:

Date: September 22, 2015

Time: 8:30 a.m.

Dept: C-67

19 Plaintiff SMS.AC, INC. ("Plaintiff" or "SMS") hereby respectfully submits the following  
20 Memorandum of Points and Authorities in Support of its Ex Parte Motion for Expedited Discovery or in  
21 the alternative Order Shortening Time ("Motion").  
22

23

24

25

1 I. INTRODUCTION

2 SMS, owner and operator of Fanbox.com, has been the target of a series of highly defamatory  
3 posts on various internet websites. SMS brought the instant litigation against various Doe Defendants  
4 for posting statements under anonymous names. Plaintiff has been diligent in attempting to ascertain the  
5 identity of the Doe Defendants, but has been unsuccessful, making the instant Motion necessary.  
6 Plaintiff brings this matter on an ex parte basis as only Doe Defendants are named making service of a  
7 noticed motion impossible. Through this Motion, Plaintiff seeks leave of the court to serve limited  
8 discovery on multiple non-party websites solely to determine the true identities of Doe Defendants.

9 II. FACTUAL BACKGROUND

10 SMS is a mobile data and communications company headquartered in San Diego, California.  
11 Since 2004, SMS has done business under the tradename "FanBox", and currently operates the website  
12 fanbox.com which enables people to buy, sell, and promote digital content through web and mobile  
13 technologies. (Declaration of Brian Woosley in Support of Plaintiff's Motion for Expedited Discovery  
14 or in the Alternative an Order Shortening Time ("Woosley Dec."), filed concurrently herewith, ¶3.)  
15 SMS has established a positive reputation of being an innovative, customer and employee-friendly  
16 company in the global digital marketplace. (*Id.* at ¶4.)

17 As with most successful companies, SMS over the years has encountered a few disgruntled ex-  
18 employees and consumers, some of which have targeted SMS with defamatory statements and posts on  
19 various websites, such as:

20 **From www.wordpress.com**

21 • "Fanbox email scam is back with its new mailers titled: 'Your daily earnings report.' This  
22 email provides fake earning reports..." (Declaration of Michael W. Battin in Support of Plaintiff's  
23 Motion for Expedited Discovery or in the Alternative an Order Shortening Time ("Battin Dec."), filed  
24 concurrently herewith, Exhibit A, pg. 1.)

25 • "However this is nothing but another way of Fanbox spammers to attract and lure gullible  
26 people." (*Id.*)

27 ////

28 ////

1           •       "Fanbox tricks people into giving up their email addresses, passwords and cell phone  
2 numbers by offering earning opportunities. After taking all details from users, they spam them  
3 relentlessly along with everyone in the contact list as well." (*Id.* at pg. 2.)

4           •       "The great fanbox scam." (*Id.* at pg. 5.)

5           **From www.blogspot.com**

6           •       "In short, Fanbox is an elaborate SCAM designed to defraud people by selling them a 6-  
7 figure income from home dream [sic]. It's also known for generating epidemic proportions of spam,  
8 compromising personal & financial details of victims, and tricking unsuspecting people into paying a  
9 service fee for an unsolicited, deceptive line of credit." (Battin Dec., Exhibit B, pg. 1.)

10          •       "Fanbox is SPAM. They will phish your password and SPAM your friends." (*Id.* at pg.  
11 3.)

12          •       "So far no evidence has been found of any real fanbox.com member receiving any actual  
13 real payments in the form of check/cheque [sic] or by any other means from the fanbox.com website."  
14 (*Id.* at pg. 21.)

15           **From www.glassdoor.com**

16          •       "Lawsuits left and right, company never ended up paying half of their employees, and  
17 terrible upper management." (Battin Dec., Exhibit C, at pg. 1.)

18          •       "Highly unethical company with really shoddy business practices. Immoral and illegal  
19 activities." (*Id.*)

20          •       "Definite unsavory practices." (*Id.*)

21          •       "...extremely unprofessional working environment, unethical business practices, no  
22 work/life balance, cult-like devotion required of all employees..." (*Id.* at pg. 3.)

23          •       "Place was just weirded out like a cult." (*Id.* pg. 4.)

24       These statements, which impute criminal, immoral, and dishonest conduct, have damaged SMS's  
25 reputation and are causing SMS to lose customers, employees, and revenue. (Woosley Dec., ¶6.)  
26 Furthermore, the statements have been published either anonymously or under the veil of non-  
27 identifying user names, preventing SMS from identifying the persons responsible. (*See* Battin Dec.,  
28 Exhibits A-C.) Through this lawsuit, SMS seeks to identify the individuals responsible for these

defamatory posts and hold them accountable for their improper actions.

### III. ARGUMENT

**A. AUTHORITY FOR EXPEDITED DISCOVERY SOUGHT**

When the identity of a doe defendant is indeterminable at the time a Complaint is filed, the plaintiff "should be given an opportunity through discovery to identify the unknown defendants, unless it is clear that discovery would not uncover the identities, or that the complaint would be dismissed on other grounds." (*Gillepsie v. Civiletti* 629 F.2d 637, 642 (9<sup>th</sup> Cir. 1980).) California courts have upheld subpoenas issued to non-party ISPs for the purpose of identifying Doe Defendants upon the showing of a "prima facie" case. (See *Krinsky v. Doe 6* (2008) 159 Cal.App.4th 1154, 1171 [72 Cal.Rptr.3d 231] [defamation action].) "Prima facie evidence is that which will support a ruling in favor of its proponent if no controverting evidence is presented. It may be slight evidence which creates a reasonable inference of fact sought to be established but need not eliminate all contrary inferences." (*Id.* at 1171, fn. 14, quoting *Evans v. Paye* (1995) 32 Cal.App.4th 265 [37 Cal.Rptr.2d 915].)

### B. SMS CAN ESTABLISH A PRIMA FACIE CASE FOR LIBEL

"The elements of a defamation claim are (1) a publication that is (2) false, (3) defamatory, (4) unprivileged, and (5) has a natural tendency to injure or causes special damage." (*Wong v. Tai Jing* (2010) 117 Cal.Rptr.3d 747, [117 Cal.Rptr.3d 747], citing *Taus v. Loftus* (2007) 40 Cal.4th 683, 720 [54 Cal.Rptr.3d 755].) As seen below, Doe Defendants' statements give rise to a claim for libel.

## 1. Publication

To be actionable, a defamatory statement must be published, that is, "communicated to a third party who understands both the defamatory meaning and applicability to plaintiff." (*Neary v. Regents of University of California* (1986) 185 Cal.App.3d 1136, 1147 [230 Cal.Rptr. 281].) However, a plaintiff need not be named directly in the statement, so long as it is reasonably understood that a reference to the plaintiff was intended. (*Carlisle v. Fawcett Publication, Inc.* (1962) 201 Cal.App.2d 733, 741 [20 Cal.Rptr. 405].) Here, all of the statements at issue were communicated to third parties by way of being published on various websites, including, [www.wordpress.com](http://www.wordpress.com), [www.blogspot.com](http://www.blogspot.com), and [www.glassdoor.com](http://www.glassdoor.com). (See Battin Dec., Exhibits A-C.) Further, each statement either refers to SMS (or its fictitious business name FanBox) directly or the intended reference can be easily identified in the

1 context of the posts. (*Id.*) Accordingly, the publication requirement is met.

## 2 2. Falsity

3 Typically, statements of opinions are constitutionally protected. However, "where an expression  
4 of opinion implies a false assertion of fact, the opinion can constitute actionable defamation." (*Milkovich*  
5 *v. Lorain Journal Co.* (1990) 487 U.S. 1, 18-19.) To make the determination of whether a statement is  
6 an opinion on an assertion of fact, the court looks to "whether a reasonable fact finder could conclude  
7 the published statement declares or implies a provably false assertion of fact." (*McGarry, supra*, 154  
8 Cal.App.4th at 113.)

9 Here, the subject posts contain assertions of fact even though sometimes couched as an opinion.  
10 Throughout the posts, the individuals make statements of fact, going into detail describing what SMS  
11 allegedly does (e.g., they "provide fake earning reports," "phish your password and SPAM your friends,"  
12 "compromise[] personal and financial detail," etc.). (See Battin Dec., Exhibits A-C.) The majority of  
13 these posts are written by users claiming to have used fanbox.com and/or ex-employees, therefore  
14 implying that they have firsthand knowledge of such alleged practices. (See e.g., *Id.*) A reasonable  
15 reader would certainly understand these posts to be asserting facts, not merely opinions.

16 The subject matter contained in the various posts are also false. SMS does not engage in  
17 "unethical practices"; "generating epidemic proportions of spam"; "tricking unsuspecting people into  
18 paying a service fee for an unsolicited, deceptive line of credit"; "phish[ing] your password and  
19 SPAM[ing] your friends"; or in any of the other untruthful, criminal acts the posts assert. (Woosley  
20 Dec., ¶5.) Rather, SMS is a legitimate, lawful business which operates as a marketplace, enabling  
21 people to buy, sell and promote digital content (e.g., songs, videos, blogs, etc.) through web and mobile  
22 technologies. (Woosley Dec., ¶3.) Content is then promoted on the company's social network and sold  
23 through the company's mobile billing infrastructure. (*Id.*) Content providers, as well as FanBox  
24 community members, promote the content themselves and earn revenue from content sales by sending  
25 emails through FanBox to their contacts encouraging them to join FanBox and support content they have  
26 posted. (*Id.*) There is nothing fraudulent, deceitful or illegal about this practice. Furthermore, SMS  
27 does not require a "cult-like devotion" of its employees and has never failed to "pay[] half of their  
28 employees." (*Id.* at, ¶5.) Quite the contrary, SMS strives to build open, positive relationships with its

employees, both at work and outside of work, as a core part of its company culture. (*Id.*)

### 3. Defamatory

"Libel is a false and unprivileged publication by writing, printing, picture, effigy, or other fixed representation to the eye, which exposes any person to hatred, contempt, ridicule, or obloquy, or which causes him to be shunned or avoided, or which has a tendency to injure him in his occupation." (Civ. Code §45.) "A statement can also be libelous per se if it contains a charge *by implication* from the language employed by the speaker and a listener could understand the defamatory meaning without the necessity of knowing extrinsic explanatory matter." (*McGarry v. University of San Diego* (2007) 154 Cal.App.4th 97, 112 [64 Cal.Rptr.3d 467][emphasis added].) Under California law, publications that accuse plaintiff of dishonest, immoral, or criminal conduct are libelous per se. (See *Kramer v. Ferguson* (1964) 230 Cal.App.2d 237, 242 [21 Cal.Rptr. 61] [publication imputing dishonesty found libel on its face]; *DiGiorgio Fruit Corp. v. American Federation of Labor and Congress of Indus. Organizations* (1963) 215 Cal.App.2d 560 [30 Cal.Rptr. 350][false statements that employer mistreated its employees were libelous per se]; *Moranville v. Aletto* (1957) 153 Cal.App.2d 667 [315 P.2d 91]; See also *Ray v. Citizen-News Co.* (1936) 14 Cal.App.2d 6 [57 P.2d 527].)

The statements at issue here are clearly libel per se. Each and every statement made by the Doe Defendants either imputes dishonest, immoral, or criminal conduct, including statements regarding FanBox "phishing" users' passwords, compromising personal and financial details of its members, violating anti-spamming laws, and/or accusing SMS of having illegitimate business practices and not paying their employees. (See Battin Dec., Exhibits A-C.) As such, the third element is easily satisfied.

### 4. Unprivileged

"The First amendment to the United States Constitution provides that 'Congress shall make no law ... abridging the freedom of speech....' This fundamental right to free speech is 'among the fundamental personal rights and liberties which are protected by the Fourteenth Amendment from invasion by state action.'" (*Balboa Island Village Inn, Inc. v Lemen* (2007) 40 Cal.4th 1141, 1147 [57 Cal.Rptr.3d 320], citing *Lovell v. Griffin* (1938) 303 U.S. 444, 450.) But the right to free speech is not absolute:

////



1 When vigorous criticism descends into defamation ... constitutional protection is no  
2 longer available. "[I]t is well understood that the right to free speech is not absolute at all  
3 times and under all circumstances. There are certain well-defined and narrowly limited  
4 classes of speech, the prevention and punishment of which has never been thought to  
5 raise any Constitutional problem. These include the lewd and obscene, the profane, *the*  
*libelous*, and the insulting or 'fighting' words - those which by their very utterance inflict  
injury or tend to incite an immediate breach of the peace ...."

6 (*Krinsky, supra*, 159 Cal.App.4th at 1164 [emphasis added], quoting *Chaplinsky v. State of New*  
7 *Hampshire* (1942) 315 U.S. 568, 571-572.)

8 In sum, "[w]hen there is a factual and legal basis for believing libel may have occurred, the  
9 writer's message will not be protected by the First Amendment." (*Id.* at 1171, citing *Beauharnais v.*  
10 *People of State of Ill.* (1952) 343 U.S. 250, 266). In the present case, as demonstrated herein, the  
11 statements made by the Doe Defendants are not protected speech because a factual and legal basis exists  
12 for believing that libel occurred, and thus First Amendment protection is not afforded to the Doe  
13 Defendants.

#### 14 5. Tendency to Injure

15 "While a corporation has no reputation in the personal sense ... it has a business reputation, and  
16 language which casts aspersions upon its business character is actionable." (*DiGiorgio Fruit Corp.*, 215  
17 Cal.App.2d at 571 [citations omitted].) The posts charge SMS with committing immoral conduct,  
18 including improper, unethical, and/or illegal business practices. (See Battin Dec., Exhibits A-C.) The  
19 statements at issue have already injured SMS's business reputation and continue to injure its reputation  
20 on a daily basis. SMS has had difficulty persuading new members to join, retaining existing members,  
21 and recruiting potential employees to work at SMS. (Woosley Dec., ¶6.)

#### 22 C. SMS CAN ESTABLISH A PRIMA FACIE CASE FOR BREACH OF CONTRACT

23 Up until February 2013, all SMS employees were required to sign a "Nondisclosure,  
24 Confidentiality, and Innovations Assignment Agreement" ("Agreement"). (Woosley Dec., ¶7.) Pursuant  
25 to the Agreement, employees are "not to make any statements that disparage the Company or its  
26 respective affiliates, employees, officers, directors, products, or services." (Woosley Dec., Exhibit D.) It  
27 is believed that many of the Doe Defendants are ex-employees who worked at SMS during the time  
28 period this Agreement was in effect and thus bound by its terms. (*Id.* ¶7.) However, despite entering

1 into such an Agreement, several ex-employees have posted defamatory statements concerning SMS.  
2 For example, in the posts made on www.glassdoor.com, posters state: "I worked at Fanbox full-time  
3 (More than a year)"; "I worked at Fanbox full-time (Less than a year)"; and "I worked at Fanbox."  
4 (Woosley Dec., Exhibit.) These ex-employees have violated the Agreement by posting comments such  
5 as "...terrible upper management"; "Unprofessional working environment"; "Constantly changing  
6 metrics on quality assessment of work done often with no notice..."; and "...no work/life balance, cult-  
7 like devotion required of all employees [sic], no benefits, uncompetitive pay, zero training." (Battin  
8 Dec., Exhibit C.) In publishing the above referenced posts, these Doe Defendants have breached their  
9 Agreements by disparaging SMS. As a result of these breaches, SMS has experienced significant  
10 damage to its business operations and reputation.

11 **D. WITHOUT THE EXPEDITED DISCOVERY REQUESTED, PLAINTIFF'S CLAIMS**  
12 **CANNOT GO FORWARD**

13 Plaintiff has unsuccessfully conducted a diligent search in an attempt to discover the true  
14 identities of the Doe Defendants. However despite such efforts, has been unable to ascertain the Doe  
15 Defendants identities. Therefore, the only way Plaintiff can identify the persons responsible for the  
16 defamatory posts is through the expedited discovery sought. Plaintiff is unaware of any other means of  
17 obtaining the identity of Doe Defendants. Quite simply, if Plaintiff's Motion is denied, its case will not  
18 be able to move forward and Doe Defendants will have free reign to continue making defamatory  
19 statements

20 **E. THE DISCOVERY SOUGHT IS LIMITED**

21 The discovery Plaintiff seeks through this Motion is limited. Plaintiff merely seeks an order  
22 from this Court allowing it to propound subpoenas on the websites identified for the limited and sole  
23 purpose of discovering the Doe Defendants' true identities. Once Plaintiff obtains this information, it  
24 will only use such information derived from the subpoenas to prosecute the claims made in its  
25 Complaint against the identified defendants. Furthermore, the subpoenaed websites are able to notify  
26 their users that this information is being sought, and each Doe Defendant will have the opportunity to  
27 raise any objections before this Court prior to the return date of the subpoena.

28 /////

1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
0  
1  
2  
3  
4  
5  
6  
7  
8

1 Daniel J. Navigato, Esq. (SBN 164233)  
2 Michael W. Battin, Esq. (SBN 183870)  
3 Travis M. Bray, Esq. (SBN 235763)  
4 Stephanie J. Sciarani, Esq. (SBN 279760)  
5 NAVIGATO & BATTIN, LLP  
6 755 West A Street, Suite 150  
7 San Diego, California 92101  
8 Tel. (619) 233-5365  
9 Fax (619) 233-3268

10 Attorneys for Plaintiff SMS.AC, INC.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**  
13 **UNLIMITED CIVIL**

14 SMS.AC, INC., a Delaware corporation

15 Plaintiff,

16 v.

17 JOHN DOE and DOES 1 to 100,

18 Defendants.

CASE NO.: 37-2015-00025687-CU-DF-CTL

Judge: Hon. Eddie C. Sturgeon

Dept.: C-67

**DECLARATION OF MICHAEL W. BATTIN  
IN SUPPORT OF PLAINTIFF'S EX PARTE  
MOTION FOR EXPEDITED DISCOVERY  
OR IN THE ALTERNATIVE AN ORDER  
SHORTENING TIME**

**[IMAGED]**

Hearing:

Date: September 22, 2015

Time: 8:30 a.m.

Dept: C-67

19 I, Michael W. Battin, declare as follows:

20 I. I am an attorney at law duly authorized to practice before this Court. I am a partner  
21 attorney at Navigato & Battin, LLP, attorneys for Plaintiff SMS,AC, INC. ("SMS" or "Plaintiff") in the  
22 above-entitled case. If called upon to testify, I could and would competently testify to the facts  
23 contained in this Declaration.

24 /////

**F I L E D**  
Clerk of the Superior Court  
**SEP 9 2015**

1 the posts as Doe Defendants. The only way for Plaintiff to obtain the true identities of those responsible  
2 for the posts is to serve subpoenas on the website hosts. Accordingly, Plaintiff files the instant ex parte  
3 application seeking permission to serve subpoenas on the website hosts. This motion is proper for ex  
4 parte determination as defendants' identities are unknown, making it impossible for Plaintiff to serve a  
5 noticed motion on of any of the defendants. Unless this Court allows for expedited discovery, this case  
6 cannot move forward – as Plaintiff cannot serve its Complaint until defendants' identities are known.

7 3. Due to the circumstances, i.e., only Doe Defendants have been named at this time, I did  
8 not provide any notice of this ex parte appearance.

9 4. Attached hereto as Exhibit "A" is a true and accurate copy of a print-outs that I printed  
10 from the website www.wordpress.com.

11 5. Attached hereto as Exhibit "B" is a true and accurate copy of a prints-outs that I printed  
12 from the website www.blogspot.com.

13 6. Attached hereto as Exhibit "C" is a true and accurate copy of a print-outs that I printed  
14 from the website www.glassdoor.com.

15  
16 I declare under penalty of perjury under the laws of California that the foregoing is true and  
17 correct, and that this declaration was executed this 3<sup>rd</sup> day of September, 2015.

18  
19   
20 Michael W. Battin

133

# Fanbox Is Back Again!

[iscribbleanything](http://iscribbleanything.com)

April 17, 2014

**Fanbox spam scam as reported by Moneylife earlier, is back with mailers with fake earning reports and tips to earn online. Beware, as the mailer may have names of your contacts to lure you...**



Fanbox email scam is back with its new mailers titled; 'Your daily earnings report'. This email provides fake earning reports notifying that, *"On 4 February 2013, you earned \$9.11 and your all time earnings are \$78.09."* This email also provides links and tips to earn double profits daily by providing more details and completing Fanbox profile.

The Fanbox email also explains how its users earned and how they can earn more by boosting their profile, sharing their videos, photos, selling services, blogging and advertising. It claims that its users can earn, when anyone view users' blogs, videos, photos and advertisements shared on Fanbox profile. However this is nothing but another way of Fanbox spammers to attract and lure gullible people.

For past few months several *Moneylife* readers shared with us how they have been victimised by Fanbox spam mails. People tend to believe these mails because it mentions names of somebody from their contact list and it notifies, *"Originally, you are invited by Mr ABC to the FanBox beta product launch of IPL(I'll pay later.)"*





As *Moneylife* reported, **Fanbox spam scam: Don't fall prey to the earnings mailer**

**Featuring** The World's First Spam-free Email Box  
The World's Largest Free Email Box

(<http://www.moneylife.in/article/fanbox-spam-scam-dont-fall-prey-to-the-earnings-mailer/31649.html>), Fanbox tricks people into giving up their email addresses, passwords and cell phone numbers by offering earning opportunities. After taking all details from users, they spam them relentlessly along with everyone in the contact list as well.

Earlier too, Fanbox sent emails claiming that recipient has won some money and that a processing fee needs to be paid to claim it. It asks for a 'processing fee', for an account that may not even exist, by linking a user's bank account online to Fanbox account, so that they can collect their "earnings". Fanbox charges users for a promised payout in the future. Users pay either manually or online.

Last year *Moneylife* warned people about, **Fanbox mail scam: Watch out for automatic debit from your bank, PayPal account** (<http://www.moneylife.in/article/fanbox-mail-scam-watch-out-for-automatic-debit-from-your-bank-paypal-account/33528.html>). It becomes more dangerous when some users give their PayPal account or credit card details to increase security of their Fanbox account. Once users share their details with Fanbox, they automatically start deducting money from user accounts that are linked with PayPal or credit cards. One such person told *Moneylife*, "They (Fanbox) are debiting money from my account in regular intervals automatically. Till now they have charged \$28". Another person saw as much as \$100 being debited to Fanbox from his credit card.

*"On February 4 you earned \$9.11, All-time earnings: \$78.09*

*Success and Opportunities*

*Areas of Success: You earned \$9.11 from all your activities on Fanbox yesterday.*

*Opportunities: If your New User Boost was activated, you could have earned \$51.71 or*



more yesterday (\$1,551 per month) from your posts – like Power User Mr XYZ earned yesterday. Reactivate your New User Boost now! Got questions? See what others are saying or chat with an expert

### How did I make money?

Originally, you were invited by Mr ABC to the Fanbox beta product launch of IPL.

### How does IPL (I'll Pay Later) work?

1. Earn by advertising your product, service or blog now; but pay later.
2. Don't have a product, service or blog? Participate in the profits from other people's sales now; but pay later. This is called "Boosting"

Of your FanBox earnings yesterday, you earned: 100% from Boosting

(Boosting is when you fund other's Ads and earn money when those Ads receive clicks).  
100% profile completeness earns you double profits!

### How else can I earn money on Fanbox?

- Blogging – post anything. You earn when people read your free blogs new: complete your profile and earn double from your blogs!
  - Selling – sell your services, stuff or even your blogs (2 min video).
1. Advertising – earn by launching simple ads for your or anyone else's blogs, services or stuff and now, advertisers earn double profits when they complete their profile.
  2. Sharing photos – don't miss an opportunity to take and share photos – you earn when people view them.
  3. Sharing videos – earn from sharing your favorite YouTube and Vimeo videos on Fanbox.
  4. Sharing mobile photos – take photos with the new Fanbox mobile app.

### When do I get my money?

1. MATURATION – with your earnings from any month:
2. 30 days after the month, you can spend it on products and services within FanBox
3. 60 days after the month, you can use it to accelerate your earnings with FanBox ads and boosting
4. 90 days after the month, you can cash it out via PayPal or check, or use it to pay your IPL processing fees

### What should I do next?

- Most important: Double your daily profits by completing your FanBox profile (current status: 0% complete). It only takes 1 minute!
- You should also:
  1. Accelerate your earnings with your \$923.86 in Available IPL funds
  2. It's time to do something fresh: post something now!

3. *Visit your homepage to see what others are doing to achieve success*
4. *Chat with a volunteer expert – get all your questions answered*

*Quick Links (links removed)*

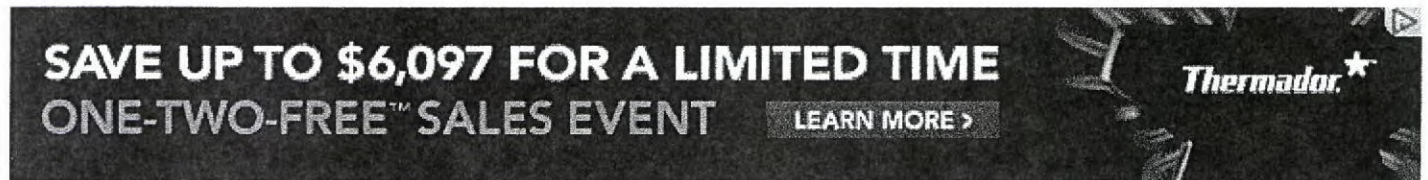
1. *Review your FanBox balance and earnings*
2. *View your "I'll Pay Later" details including your limit, available and utilized amounts*
3. *See the top performers on the Leaderboard, or hear how FanBoxers are changing their lives*
4. *Discover the movement's purpose and history*
5. *Got questions? Watch quick videos in the Learning Center, or ask an expert anything."*

Moneylife has frequently warned that "If it looks too good to be true, it usually is." This is clearly another in the same category. In future, if you get any spam or suspicious looking email claiming you have won something, or have something unclaimed and providing easy earning opportunity by doing nothing, it is best advised to filter and delete it right away. Moreover, never link your bank account or credit/debit card online to any third party, even if the site is credible. As for Fanbox, it is best you stay away from it, no matter what their claims are.

source: <http://www.moneylife.in/article/fanbox-luring-people-by-proving-online-earning-opportunity/36339.html>

# The great fanbox scam.

at Digital explorations



**SAVE UP TO \$6,097 FOR A LIMITED TIME**  
**ONE-TWO-FREE™ SALES EVENT** [LEARN MORE >](#) **Thermador.★**



**Fresh food.  
Low prices.**

**Ralphs**

**Dole**  
**BABY SPINACH**

**\$1.99**

With Card

**Dole or Fresh Selections**  
**Salad Blends**  
Select Varieties

Valid until Aug 11

**Hover for Ad**

« [Linux User Problems and Solutions: Shotwell program cannot upload to Facebook!](#)  
[Linux Problems and Tips: Activating NVIDIA drivers in newest Mint 14](#) »

## The great fanbox scam.

## The Great Fanbox Scam

Return  
to advisor...

I received the following chain of letters from a myfanbox.com. I never replied to them nor gave them personal information.

guaranteed  
lifetime...

Here is the most recent email I received November 28 at 10:52 pm

reduced  
risk to

FanBox Account Protection Team

10:52 PM (21 hours ago)

to me

from:

FanBox Account Protection Team fbNOREPLY@myfanbox.com

to:

xxxxxxx.xxxxxx@gmail.com

date:

Wed, Nov 28, 2012 at 10:52 PM

subject:

Penalty courtesy notice

mailed-by:

myfanbox.com

signed-by:

myfanbox.com

Hi xxxxxxxxxxxxxxxx.xxxxx

As of Nov. 6, 2012, y12, you had utilized \$1,260.88 of your "I'll Pay Later" funds, and have earned \$1,478.25 since you started utilizing IPL.

As we've communicated in earlier emails, your October processing fee remains due. You'll want to pay your processing fee immediately to protect your account and money.

Please note that if your processing fee has not been paid by Dec. 6, 2012, a penalty will be added to your processing fee.

Amount due if paid before Dec. 6, 2012: \$29.29

Amount due if paid on or after Dec. 6, 2012: \$48.58

Did you know?

You can protect your earnings and avoid manual payments by setting up Automatic Account Protection. It's a free service!

Quick links:

Pay your processing fee now

Review your FanBox Bank balance and earnings

View your "I'll Pay Later" details including your limit, available and utilized amounts and how your processing fee is calculated

Take a minute to get Automatic Account Protection and never make another manual payment

Got questions?

Watch quick videos in the Learning Center

Ask your Success Coach anything – including how your earnings mature

Got billing questions? Ask the FanBox Billing Department (billing questions only)

Regards,  
The FanBox Account Protection Team

Here is an earlier letter sent on November 28, at 9:38 PM.

FanBox daily earnings statement

9:38 PM (22 hours ago)

to me

from:

FanBox daily earnings statement fbNOREPLY@myfanbox.com

to:

xxxxxxxxx.xxxxxxx@gmail.com

date:

Wed, Nov 28, 2012 at 9:38 PM

subject:

Your FanBox earnings: \$1,478.25 all-time (\$23.60 on Nov 10)

mailed-by:

myfanbox.com

signed-by:

myfanbox.com

On November 10 you earned \$23.60 (Your FanBox homepage)

All-time earnings: \$1,478.25

Got questions? See what others are saying or chat with an expert

**HOW DID I MAKE MONEY?**

Originally, you were invited by Bxxx Rxxxx to the FanBox beta product launch of IPL.

How does IPL (I'll Pay Later) work?

1. Earn by advertising your product, service or blog now; but pay later.
2. Don't have a product, service or blog? Participate in the profits from other people's sales now; but pay later. This is called "Boosting"

Of your FanBox earnings yesterday, you earned:

100% from Boosting (3 min video)

(Boosting is when you fund other's Ads and earn money when those Ads receive clicks). 100% profile completeness earns you double profits!

**HOW ELSE CAN I EARN MONEY ON FANBOX?**

Blogging – post anything. You earn when people read your free blogs (3 min video). New:

Complete your profile and earn double from your blogs!

Selling – sell your services, stuff or even your blogs (3 min video).

Advertising – earn by launching simple ads for your or anyone else's blogs, services or stuff (4 min video). And now, advertisers earn double profits when they complete their profile.

**WHEN DO I GET MY MONEY?**

**MATURATION** – with your earnings from any month:

30 days after the month, you can spend it on products and services within FanBox

60 days after the month, you can use it to accelerate your earnings with FanBox ads and boosting

90 days after the month, you can cash it out via PayPal or check

**WHAT SHOULD I DO NEXT?**

Most important:

Double your daily profits by completing your FanBox profile (current status: 0% complete). It only takes 1 minute!

You should also:

Accelerate your earnings with your \$607.98 in Available IPL funds

It's time to do something fresh: post something now!

Visit your homepage to see what others are doing to achieve success

Chat with a volunteer expert – get all your questions answered

QUICK LINKS:

Review your FanBox balance and earnings

View your "I'll Pay Later" details including your limit, available and utilized amounts

See the top performers on the Leaderboard, or hear how FanBoxers are changing their lives

Discover the movement's purpose and history

Got questions?

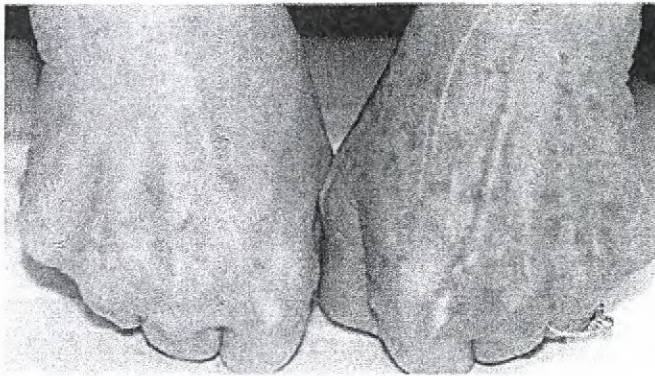
Watch quick videos in the Learning Center, or ask an expert anything

Got billing questions? Ask the Account Protection Team

My only advice is NEVER to GET GREEDY!

This entry was posted on Thursday, November 29th, 2012 at 8:22 pm and is filed under [Dangerous Internet](#), [Scams](#), [Spam](#). You can follow any responses to this entry through the [RSS 2.0](#) feed. Both comments and pings are currently closed.

## How To Remove Dark Spots



[Watch Shocking Presentation >>](#)

Comments are closed.

### • Search the Site/ WWW

- Translate to:  
 

Powered by [Google Translate](#)

### • ClustrMaps





# Fanbox Scam Review

[Home](#)   [Where to Report](#)   [Contact Us](#)



THURSDAY, APRIL 3, 2014

TRANSLATE

Select Language ▼

## What is Fanbox?

In short, Fanbox is an elaborate **SCAM** designed to defraud people by selling them a 6-figure income from home **dream**. It's also known for generating epidemic proportions of spam, compromising personal & financial details of victims, and tricking unsuspecting people into paying a service fee for an unsolicited, deceptive line of credit.

### Here's how it works:

- First, users are baited by **fake income reports** of existing members who have allegedly generated hundreds of thousands of dollars just by performing activities like: sharing multimedia content already available on the internet, and often selling pirated eBooks and software to each other.
- How and why should these activities generate money, in the first place, is kept a **top secret**. So, upon joining the site, users find themselves toiling day and night just trying to figure out the **right way** of doing those activities instead of actually making money doing them!
- Then, there comes the Fanbox **Kool-Aid** which constantly conditions users to believe that Fanbox is working towards a great cause of uplifting humanity and that the cutting-edge Fanbox technologies will reward everyone - sooner or later.
- Finally, frustrated users are presented with a plethora of **paid features/services** that promise to bring the buyer's account under some special algorithms and quickly enable them to make top dollars - which, of course, is as deceptive as it sounds.

It's remarkable that Fanbox derives its income solely from its paying members, yet at the same time promises to pay back each one of them (or to let them 'earn') an amount larger than they'll ever spend on the company's deceptive paid services. Not just that, non-paying members and even non-members as well are promised an ever increasing sum of money, if they do things the right way. Now, that's as ridiculous as it can get. What's even more ridiculous is that the users are led to believe that Fanbox has developed some cutting-edge, highly propriety technologies that are serving to fulfill its mathematically impossible promise.

In reality, this is how Fanbox manages it all and comes out with profits: A small percentage of users -- who serve as a bait -- are actually paid while the larger percentage have either lost their money to Fanbox, or have been put in convoluted loops waiting for years to cash out their supposed earnings, or are just trying to figure out how to do things the right way since a long time.

Another interesting thing to take note of is Fanbox's Terms of Service Agreement to which new users have to agree in order to be able to use the site and generate earnings. Here's an excerpt:



### MOST READ

[What is Fanbox?](#)

[How to Permanently Get Rid of Fanbox Spam](#)

[How to Delete Your Fanbox Account](#)



*WARNING: Please use FanBox for entertainment purposes only. In particular, your use of FanBox may never materialize or result in any direct or implied benefit. Any content, Earnings, time, payments, and relationships associated with your use of FanBox may be subject to modification or termination.*

Now, what's that supposed to mean? It simply means you cannot sue Fanbox for any kind of monetary loss. But what you can certainly do is to report your loss to authorities in your country.

~~~~~  
*Want to know more about Fanbox or need help with getting out of the trap? Head to the FAQ page or ask in the comments section.*

Upcoming Post: *History of Fanbox and the people behind this scam.*

 +30 Recommend this on Google

[Newer Post](#)

[Home](#)

[Older Post](#)

Subscribe to: [Post Comments \(Atom\)](#)



SUBSCRIBE TO NEW POSTS

Email address...

Powered by Blogger.

# Look a Virus!

## Computer & Internet Security Tips

Friday, May 30, 2008

### How to Stop Receiving Fanbox Spam

A lot of email users experience problem with fanbox and question it spam messages. I have been receiving fanbox and question it messages for several months now. I started to receive these messages from my friends but later on, I have been receiving fanbox messages from people I do not know.

I already decided that these fan box question it emails are actually spam messages that I need to get rid of. Unfortunately, I still receive fan box and question it messages regardless that I have already marked them as spam.

#### What is fanbox?

Fanbox is the rebranded sms.ac but I would like to adopt gadgetpanel.com's description of fanbox, "Fanbox is SPAM. They will phish your password and SPAM your friends." Take note of the word phishing. How to stop spam from fanbox?

#### How to Stop Receiving Fanbox Spam

Mark the fanbox email you receive as spam.

This may not totally stop fanbox from sending you with spam messages but this can blacklist the sender. Once marked as spam, fanbox mails may no longer go directly to your inbox but to your spam or junk mails.

To disable fanbox spam, click the "opt out" option from the fanbox email.

Click "Never" and "Save". I will try to do this when I receive my next fanbox spam mail and see if this will work.



### Archive

- 2013 (4)
- 2012 (34)
- 2011 (337)
- 2010 (807)
- 2009 (210)
- ▼ 2008 (93)
  - December (3)
  - November (9)
  - October (2)
  - September (6)
  - August (10)
  - July (7)
  - June (11)
  - ▼ May (8)

How to Stop Receiving  
Fanbox Spam

Update August 18:

I have not been receiving fanbox spam mails for quite a while now until this week. A new wave of fanbox fan messages are arriving in my spam folder. The message comes from NOREPLY@fanboxnotes.com with the subject msg me on yahoo wants to be your loyal fan" and the email even has my own name on it!

Here is what the message contains:

Msg me on yahoo wants to be your loyal fan!

Automatically sign in to view msg me on yahoo's profile and/or photo, and accept or reject her fan request.

You can change the frequency of this type of notification. Visit our Terms of Service or Privacy Policy.

FanBox - 255 G Street #723, San Diego, CA 92101, USA

#### Spam protection

Computer users can do something about the prevalence of spam and viruses by taking advantage of *spam blockers*. It is even recommended that big companies that are in need of *email spam filtering* make use of *anti spam appliance*. A *spam appliance* is a hardware device that is used together with a *spam filter software* for instant messaging and email filtering and *spam solutions*.

Labels: [Spam protection](#), [anti spam appliance](#)

## 72 comments:

Anonymous said...

Hi Rhodilee. They are indeed annoying. Good thing though, I noticed that all fanbox and question it messages now go to the spam folder automatically. It seems the web-based e-mail had categorically noted them as spam.

August 11, 2015 at 10:15 AM

Rhodilee said...

Hi Janet, it is great to have you visit my site. I still have a problem with these spam messages, they still arrive as "legitimate" mails in my yahoo mail. I noticed though that I have not been receiving these fan box and question it emails in my gmail.

This is another proof that gmail is more reliable than yahoo mail when it comes to screening spam :-)

June 11, 2015 at 10:15 AM

Skylord said...

- [FanBox](#) (12)
- [FanBox](#) (7)
- [FanBox](#) (9)
- [FanBox](#) (9)
- [FanBox](#) (15)

Powered by [Blogspot](#)

HOW DO I GET RID OF FANBOD ALLTOGETHER? NOT LISTED IN MY PROGRAMS--NOT IN CONTROL PANEL---ITS CRAP--AND NEEDS TO GO--SLOWS DOWN THE COMPUTER AND SPAM EVERYWHERE----PEOPLE WANTING SEX--DISCUSTING----THEY MAKE IT SO YOU CAN'T GET RID OF IT

said...

[...] How to Stop Receiving Fanbox Spam [...]

shelly b said...

STOP SENDING ME FANBOX EMAILS PLEASE PLEASE PLEASE!!!!!!!!!!!!NO MORE!!!!!!!!!!!!!!11

said...

SkyLord,

The instructions from tech crunch that I posted above seemed to work but I have not done it for these second wave of fan box spams that receive in my mail box.

Perhaps you can just mark the message as spam so your email service provider can identify such message as spam and filter them out.

dippydog said...

I just opened one of the "loyal fan" invites and clicked on change. there is an option there to close the account. they say to allow them 24 hours to update there system so we will see what happens

Judy said...

hey there,

I just canceled my fanbox acc't completely, i went to account, and just cancelled, so when i tried going back to one of the emails that contained "automatically sign-in" i clicked on it, and it said "page could not be found" so i guess it did work

Bob said...

Just send them a Trojan Virus/E-Mail Worm and they will delete your e-mail address. Take an oid junker of a P.C. Say

one that is a few years old running Windows 98. Make sure you do not update the software from Microsoft's automatic update. Now hop on the internet and visit some sites in the shady areas of the world requesting financial hand-outs,...say Nigeria or Russia. Let their computers go to work and hijack your hard drive. Trust me,..... it's worth it.

Then just wait for a stupid unwanted e-mail from trashbox and bam! Just reply back using your newly infected P.C. and the internet worm goes to work for you! Trust me,...they are desperate enough to take the bait. The key is to respond to ALL of their junk e-mails. Their firewall maps out to have more holes in it than a block of swiss-cheese!

Enjoy your vindication!!

*Michael Pousti, Fanbox Victim*

sala said...

please delete my account and stop to send me emails 10x

*Searcher 25-7/2008 4:00:11 PM*

Mark said...

Hi guys,

I used to work at Fanbox and I actually wrote the opt out procedure that techcrunch wrote about. The ceo of the company is a complete scumbag which is why you continue to get his spam messages. To the writer of the article: the email team wrote a program that will log in to your yahoo account and whitelist fanbox email addresses. That is why even though you mark them as spam they still arrive in your inbox. You need to remove them from your whitelist. If you opted out of the emails and are now receiving them again, they must have started removing people from the blacklist. This could only happen because they ran out of new people to spam and had to go back to their old people. I assure you that I felt horrible for the messages being sent, and so do most of the employees that work there. Although, most employees only stick around for about 3 months. The company treats its employees little better than its users. I could go on and on about how illegitimate their business is, but Michael Pousti would probably come after me. Seriously, he is a contender for the world's biggest douche. He thinks he's the next Bill Gates, and to his credit he is a smart and sly guy, but despite his dreams he will never lead a big successful company because at the end of the day he is deceitful and doesn't understand that you have to command people's respect for them to want to use your product and come back.

*Michael Pousti, Fanbox Victim*

Melanie said...

Friends and family are telling that they are receiving messages from me like this one:

"Subject: Melanie is sending you a Martini on FanBox.

Using the application SuperPing:

Melanie is trying to send you a Martini. Come and get it -- and send one to your friends! Launch Application on FanBox"

I do have a yahoo account, as well as facebook and myspace. This message seems to be facebook based.

How can I stop this and ensure that no more spam is sent to people I know on my behalf? It is landing in their inbox rather than their spam box. Is it generated from my yahoo address book?

THIS IS EMBARRASSING!!! Please help!!! Thank you.

October 7, 2008 at 12:12 PM

Skylord said...

I just had to delete my account--stoped it immediately--it was all porn and spam anyway--no loss.

October 7, 2008 at 12:17 PM

Judy said...

Melanie,

Delete your acc't compeletely, it's just plain SPAM!

Read my previous post on how i got rid of it...now i don't get anymore stuff from fanbox AT ALL!

October 9, 2008 at 9:10 AM

Miles said...

I deleted my account from fanbox a long time ago and I stopped getting spam. I have no idea how I got an account with them in the first place. Anyways I didn't get spam from them in months. All of a sudden they spam me again. I reported it as spam but it keeps coming back into my inbox.

It's so annoying.

October 11, 2008 at 1:12 PM

Steve said...

In Yahoo Mail, block the faxboxnotes.com domain so that the messages don't make it to your mailbox period.

October 11, 2008 at 1:12 PM

Helen said...

Do not use my e-mail for SPAM requests to Fanbox. Thank You! Helen

Commented on 8/11/2015 at 1:32 PM

John said...

[...] Stop Receiving Fanbox Spam [...]

Commented on 8/11/2015 at 1:14 PM

Abigail said...

I have been receiving messages from FanBox and for about a year I just didn't think much about it. I just thought it was one of those sites that I signed up for. The odd thing is that I never remembered signing up for it. Thanks for your help everyone. Now I know what I have to do to get rid of it. :D

Commented on 8/11/2015 at 1:32 PM

Esmeralda said...

How do you delete your account on FanBox,I have been getting to many spam from FanBox,please help me!!!!

Commented on 8/11/2015 at 1:33 PM

Marvin said...

I got into this mess because they made it seem like my mom sent me the email saying check this out you get like 10 GB online for pc back up files I thought I could trust it because they made it seem as if my mom sent me it.

Commented on 8/11/2015 at 12:21 AM

nativepac said...

I don't like getting emails from fan box. So please stop sending them email to me. I don't even know my email address on there any was. So please stop sending them. thanks..... laterz.....

Commented on 8/11/2015 at 11:04 PM

YO DUDE said...

if you want permanently to get rid then just upload a nasty pic. then create a bogus nemail at yahoo and join again just to complain about the pic.

Commented on 8/11/2015 at 12:04 AM

berillio said...

I am not (yet) getting masses of spam - ok, few suggest it, and few mails a day. What bothers me is that after I uploaded my pic on my profile, I started gatting a lot of interest for ghanian "ladies" - none of them with a cam

(how strange that), who actually have never bothered to even look at my profile, as they kept asking age and location which are in my profile. The point is, I cannot see my email address ANYWHERE on fanbox, so how do they get my YM id? is there one little "app" which fish out the yahoo id out of my fanbox profile?

Tracey said...

i want to stop recieving anything from this site

Tracey said...

i shouls say everything

Lara said...

i was wondering what was up with all these "strangers" lewd and discusting email titles. I never bothered to open any of them, and I am getting an idea of the WHO of my friends joined up and thanks to them, these guys now have my email....GRRRRRRRRRRRRRRRR

Alexander said...

Just checked my emails a bit ago and I too have been \*chosen\* to receive a message from Fanbox. Seems someone I used to chat with on Yahoo was manipulated (phishing far as I can tell) into giving out their Yahoo ID and password information and everyone on their contact list was soon emailed afterwards.

I wasn't sure what Fanbox was when I first got the message so I clicked on one of the links provided in the email to learn more. In hindsight that was a mistake on my part. I'm thinking (after the fact) that clicking that link notified the site my email address is active.

A quick search on Google came up with more information about FanBox and their nefarious practices. One site I looked at had some good information and advice. You might wish to search for and/or visit ...

<http://www.consumerfraudreporting.org/FanboxScam2.php>

What I've done with regard to this unwanted intrusion of my PC is to ...

A.) Block all incoming mail from the fanbox.com, fanboxapps.com and sms.ac domains. It was a simple step



to enter those domains into my email filter options to have them blocked.

B.) I've forwarded the Fanbox mail to spam@uce.gov in hopes they will look at it and take some sort of action.

C.) The last thing I did was to go into my internet options and deleted all stored temporary internet files and cookies from my PC.

All I can do at this point is to be vigilant and hope I've done enough to discourage Fanbox from maintaining an interest in my email address.

October 3, 2008 at 11:11 AM

Trish said...

thanks for the info re: fanbox, time to catch these thieves and put them in a box for a while..

October 3, 2008 at 11:17 AM

Harry said...

well thankyou peoples i just got two or three emails from fanbox then so i deleted my cookies..shut down my computer...restarted my computer...and redlicked one of the links...followed your instructions...and my account has apparently been deleted.....i haven't heard anymore from the bastards yet... but only time will tell...thankyou again for good info and being on the top of google...lol...btw i think i know which of my friends signed up for this bullshit and i have punished him by spamming and eleting him from my contacts...what else could i do?

October 3, 2008 at 11:43 AM

Harry said...

I clicked on the initial link (my mistake, I know), but I DID NOT enter my password. I just closed the window.

Next thing I know there's this email saying an account has been created for me. Am I doomed to received hundreds of emails from them at this point???

I really have not touched anything from them since. All I did was click that initial link and that's it...

October 3, 2008 at 12:01 PM

Radar said...

I've been trying to block @fanboxnotes.com for a couple of weeks.

When I try to block it on Yahoo, I get the following message:

Blocked Addresses

Unfortunately, there was a problem:  
Please enter a valid e-mail address.

sobhy said...

dear sir , good day i would like to have the email and the password for the fanbox as i have always problems wz the pw and the -mail address so her is my e-mail sobhyahmed2003@yahoo.com and i hope that u can help me to open for me the fanbox again  
thank u  
sobhyahmed

sobhy said...

Hmmmm well I am not sure who these people are but I received an email saying I had a note from love letters or something like that. I never click links through my email...however I searched for the site with my browser. I found it the first thing you notice is how good the site looks and so I tried the button that lets you in without having to sign in. I was presented with a page full of peoples pictures. I clicked on one and the and the virtual desktop opens, however my hard drive was going crazy at this point and I decided to close down my browser. I did a check on the site to see its worth cash at [www.yourwebsitevalue.com](http://www.yourwebsitevalue.com) and by the way your site is worth \$9,063 but could be worth \$18,318. Fanbox is worth \$26,322 but could be worth \$86,549 which means they get a lot of visitors but as the report at [yourwebsitevalue.com](http://yourwebsitevalue.com) says I quote "It seems that this website has a lot of traffic, but not alot of web recognition. This probably means that it get a lot of direct traffic (bookmarks). This can be good. It may also indicate that all traffic is paid for. In such a case, we would estimate this website real worth to be no more than \$26,322". I am not sure how long this site has been operating but going of the stats they are getting a hell of a lot of hits. Not sure what these people are up to?

deborah knobiauch said...

[...] Stop Receiving Fanbox Spam [...]

deborah knobiauch said...

i want to have fanbox deleted from my desk top how do i delete it i dont use it and i want it off please delete it ok and i dont like fan box i dont want it please delete i tried and i cant thanks for doing it for me

Mariline said...

I DO NOT WANT NO MORE EMAIL FROM YOU  
THANK YOU

Harry said...

in response to the people who seem to beleive that this  
poor blogger is making the emails:

He is not sending the emails!, he is helping you! DO NOT  
SPAM HIS AWESOME BLOG WITH YOUR STUPID  
COMMENTS! if you want to tell the fanbox people that they  
suck balls then do it in a forum.....not here....

BTW:Hi to the other person called harry..lol

Stefos said...

Mariline

You are receiving emails from this blog because you  
subscribed to it, to stop receiving emails just click the blue  
link text at the bottom of the page: (You are subscribed to  
this entry. Manage your subscriptions).And follow the  
prompt to cancel.

Stefos said...

Harry,

Thanks for your comment. I guess, some people get so  
annoyed with the fanbox email they just want to blurt out  
how they feel through this blog but yeah people I am not  
the one who sends you the fanbox emails :-)

Stefos,

I already tried to check out whether Mariline is indeed  
subscribed to this blog but I can't find the email she used  
in her comment so I guess she is asking FANBOX not to  
send her email but in case there are subscribers of this blog  
who want to unsubscribe, you can unsubscribe anytime by  
following Stefos' advice. The "blue link text" can be found at  
the bottom of the email.

Happy New Year everyone, I hope fanbox will resolve to  
stop sending the fanbox email by 2009 hehehehe.

said...

Hi Harry

the point here is most people who use the internet don't really know what they are doing.... the thing is Mariline must be subscribed and she must be receiving emails from this blog as she commented here. Anyway apart from this listen you newbies.....If you get a email from someone you do not know and do not trust then do not click on any links in the email. Do not join anything unless you have checked it out first. Come on people it is easy how did you find this blog?? check first before signing up for anyone or website. Make sure if you ever sign up for anything you use an email that is something like a yahoo or live,msn something you can forget and not worry about later. N

December 30, 2008 at 11:12 PM

8:10 PM said...

sorry added note I pressed the enter button by mistake... you see even people who have had computers most of there lives make mistakes.

Not Harry but Rhodilee

Anyway what I am trying to say ...Spam is like the letters you get through the post at home..offering stupid loans ...how many of you take that up ???? think of the Spam that comes through your email as the same!! Jesus its not hard science...Email is no different from your letterbox well accept it is usually free!!when you get a letter from someone you do not know offering this and that...what do you do with it??? you bin it!!! same with emails...

December 30, 2008 at 11:36 PM

Bruce said...

For fanbox spam on a free yahoo email just add a filter. You can use up to 15 filters on a free account. Sign in, click help, click edit my account, re-enter password, on the right under options click mail, under management click filters, click add, no filter name needed, type fanbox in remaining 4 windows(From header: To/Cc header: Subject: Body:), in the drop box select move to trash and you will never see a fanbox email again, not even in your spam.

December 30, 2008 at 11:40 PM

Diane Morse said...

I received my first email from my niece, age 12. She probably enjoyed getting the emails. I've warned her Mom that it's a virus

Marrienne said...

I have a friend from high school that I recently added to my friends list on Facebook, and he's constantly sending me "prayers" from there, but now I'm getting others from people I don't know. I received one this morning, and looked for the "opt out" link, and there wasn't one! Have they now discontinued to put that link on emails sent out? I tried going to their website and seeing if they had that link, and ended up with 25+ web pages popping up one right after the other and ended up having to shut down my computer as fast as possible and rebooting! I've done as suggested and put the domain in my blocked area, I truly hope it works!

simon amaah said...

piz i need your account

evilCozPoetry said...

Here is something that might be fun to try.

make a new fake e-mail acct with yahoo or hotmail.

add these addy's to your contacts list.

siteadmin@corp.fanbox.com

support@corp.fanbox.com

nocsupervisor@networksolutions.com; iana@iana.org;  
aupabuse@arin.net; spam@uce.gov; mpousti@corp.sms.ac;  
mikepousti.com@domainsbyproxy.com; dca@dca.ca.gov;  
sysadmins@sms.ac; sysadmins@corp.sms.ac;  
sysadmins@corp.sms.ac

with a little investigation you can probably find a few more to add to that...

And then go in to fanbox,  
open an acct there,  
and choose to let them unlock you new fake acct and  
harvest all your contacts,  
which are relly them and theirs and gov orgs.

So they'll be spamming themselves!

Oh and the formating in this box really sucks...

have fun!

daisy said...

Hello all i need is to get this fanbox deleted from my computer , i dont like the groups i want out thanks Daisy

EvilCozPoetry said...

Evilcozpoetry,

You sure those emails you mentioned are spammers' emails?

evilCozPoetry said...

siteadmin@corp.fanbox.com; (obviously them)  
 support@corp.fanbox.com; (obviously them)  
 nocsupervisor@networksolutions.com; (their regitar, might as well include them on the fun! Maybe they'll stop serving them?)  
 iana@iana.org; (internet assigned numbers authorty, I'm sure they won't like getting spam from fanbox via permissions from your newly created fake e-mail addy)  
 raupabuse@arin.net; (american registry for Internet numbers, they probably won't like it to much either?)  
 spam@uce.gov; (The U.S. F.T.C., where you should forward all of your spam to. By having them on your contacts list you can bypase having to forward it to them and let fanbox send it to them directly... Maybe give them a nick-name in your contacts list, like Uncle Sam)  
 mpousti@corp.sms.ac; (the president michael pousti)  
 mikepousti.com@domainsbyproxy.com; (another for the prez of the dreaded fanbox.com)  
 dca@dca.ca.gov; (department of consumer affairs in calif.)  
 sysadmins@sms.ac; (sms.ac is the same as fanbox.com)  
 sysadmins@corp.sms.ac; (same as above)

So, no, they are not all the spammers. But if you notice I said: "which are really them and theirs and government organizations"

Unfortunately this forum disables spell check (among other things) so it read relly instead of really.

It would be nice if the owner of this site went in and corrected the anomalies that make it a pain in the ass to post in.

Have fun making fanbox/sms.ac spam themselves!

debbie said...

i do not want anymore fanbox spam or noreply mail back on my yahoo emails. this site is trying to take over my yahoo home page. make them leave me and my yahoo email alone.

thank you debbie

said...

Debbie,

If the fanbox removal method mentioned in the post doesnt work,the best thing you can do is to make yahoo aware of those fanbox spam messages you receive and you can to this by marking the fanbox message as spam.

said...

[...] By all accounts Fanbox is a phishing scam, so steer well clear of their links. If you want to opt out of their spammy emails follow these instructions. [...]

EDUARD said...

I will be forced to close my yahoo account just because I keep reciving those fanbox stuffs. I create a spam guard to delete all those ind of email but just stop some of them.

said...

I use facebook but till I not get any message of this kind and if I will get any message of this kind I will ignore that.

valarie hall said...

I would like my acccount deleted and have all my cell phone charges off my cell phone plz

Daithanh hoang said...

please. do'nt send any massage in my cell-phone....I really do'nt like it....therefore I hope you guy understand what do I want....please I haven't understand what did you say....so I hope when you get this message.. I don't want any message from you....thankyou

Helen Clark said...

I don't want to receive any more fan mail don't know some of the people on this site.

Sha said...

Hi,

STOP SENDING ME FANBOX EMAILS PLEASE, PLEASE.NO MORE.

erickamonroy said...

pleas stop taking money from my prepaid account im not intersted in any faxbox messages so don't be taking any more money.thank you  
erickamonroy

magda said...

Please I dont want to recive any more emails about fanbox spam, please...all my friends are complaining and this is really annoying to recive few emails like this everyday!

saeed said...

hi guys...fanbox is a bad spammer system , after i enter my password of my mail , my mail is not accessible anymore!!!! :( this system steal my password , please be careful for enter your passwords and report this as a BAD!!! spam

Facebook Disabled said...

We take the opportunity of this blog post to inform internet users about our effort to create a steady and fair environment for Facebook users. As you may already know Facebook Accounts are SUSPENDED with geometrical progress. We started a petition against this policy and we ask to unite your voice with ours to create the proper attention and rectify this issue with Facebook admins. Current editors at various newspapers want to see that there is a certain interest before they create articles to their websites and/or magazines. To all readers and to blog owner we ask to support our petition here :  
<http://FacebookDisabled.me> (redirects to petitionspot) -  
Twitter : <http://twitter.com/facebookpetitio> . Thank you !!

Facebook Disabled said...

Please I dont want to recive any more emails about fanbox



spam, please...all my friends are complaining and this is really annoying to receive few emails like this everyday!

Time: 30 August 2013 at 1:20 PM

Henry Wong said...

Please I dont want to receive any more emails about fanbox spam, please...all my friends are complaining and this is really annoying to receive few emails like this everyday!

Time: 30 August 2013 at 1:20 PM

Henry Wong said...

do not use the "opt out" option! 1. it doesn't work and 2. its primarily there to let them know your email account is active, therefore you receive more spam. best thing to do is to block their email address(es) on your end

Time: 30 August 2013 at 1:20 PM

Travis said...

Call this phone number and let them know. This is the fanbox corporate office phone number. For every email I get I'm calling them 10 times. They have to pay for these phone calls. Everyone just call them and complain on their voicemail.

Phone: 1-877-736-7629

Time: 30 August 2013 at 1:20 PM

törzsmókus said...

saeed

why in hell do you EVER give your mail password to anyone except your mail provider!?!?

Time: 30 August 2013 at 1:20 PM

Barbara said...

This is so worrisome. When you think that you are joining something good, you now have to undo all the damage that have been, help

Time: 30 August 2013 at 2:25 PM

Barbara said...

Please Joe., I don't wish to be a part of this.. Would you do something to stop them from messaging me? I haven't been consciously "using" IPL I Have been Reading their messages.. thinking they must be Crazy to just "shell out" \$ without a catch.. I want no part of this activity.

Thanx. Barbara

Hi barbaralepore,

So far, you have earned \$472.31 since you started utilizing

IPL. Watch the video to learn about IPL.

Your March IPL processing fee remains due. You'll want to pay your processing fee immediately to protect your account and money.

Please note that if your processing fee has not been paid by May. 9, 2013, a penalty will be added to your processing fee.

Amount due if paid before May. 9, 2013: \$15.37

Amount due if paid on or after May. 9, 2013: \$20.74

Did you know?

You can protect your earnings and avoid manual payments by setting up Automatic Account Protection . It's a free service!

Quick links:

Pay your processing fee now

Review your FanBox Bank balance and earnings

View your "I'll Pay Later" details including your limit, available and utilized amounts and how your processing fee is calculated

Take a minute to get Automatic Account Protection and never make another manual payment

Got questions?

Watch quick videos in the Learning Center

Ask your Success Coach anything – including how your earnings mature

Got billing questions? Ask the FanBox Billing Department (billing questions only)

Regards,

The FanBox Account Protection Team

This email was sent to barbaralepore@hotmail.com and may contain special notices or offers. You can prevent future emails here.

FanBox - 113 West G Street, STE 510, San Diego, CA 92101, USA

April 20, 2013 at 7:03 PM

Anna Holt said...

You sent me an email in regards to a debt supposedly I owe. I don't even know anything about your company. I've never signed up for anything with your company, and you will not be receiving any payment from me for your company. There are a lot of people out there with the same last name and first thing this IS NOT MY BILL ! what it whoever you're trying to contact it is not me. IF YOU CONTINUE TO CONTACT ME IN REGARDS TO THIS I WILL THEN TURN YOU OVER TO THE BETTER BUSINESS BUREAU IN MICHIGAN AND HAVE YOU INVESTIGATED AND HAVE YOU PROSECUTED TO THE FULL EXTENT OF THE LAW. I'M TIRED OF PEOPLE CONTACTING ME FOR OTHER PEOPLE'S BILLS THAT HAVE THE SAME NAME AS I

DO. DO YOUR WORK DO YOUR JOB FIND THE RIGHT  
PERSON IT'S NOT ME.

... said...

Thankfulness to my father who told me regarding this web  
site,  
this webpage is actually amazing.

And the design...

... is...

... is...

... is...

Subscribe to: [http://lookavirus.blogspot.com/2008/05/how-to-stop-receiving-fanbox-spam.html](#)

design by [suckmylolly.com](#)

# liteleaf

12.1.11

## How to cashout. Is fanbox.com scam, spam, fraud or not? Do they pay for blogs? Questions, Answers.

How to cashout/cash out on fanbox?

Is fanbox.com a really paying site?

How to get cash from fanbox?

Is fanbox scam, fraud or do they pay real money for blogs?

Does fanbox pay cash and send you checks/cheques?

How can I get money from fanbox?

How do I get my money from this site?

All these questions and more are posted by people who are members/users of the fanbox.com web site and all they want is to get the money that they think they earned by having a blog or several blogs on fanbox.com that they write on. These blogs are a part of their fanbox.com account and a part of the fanbox web site and according to the fanbox promises that they prominently have published right on their home page the fanbox will pay these bloggers for the time that other people spend on visiting their blogs.

I have found a lot of complains all over the internet from different people that talk about fanbox being a spam engine that sends people lots of emails trying to make them sign up for a fanbox.com account. Apparently those emails don't give a clear explanation about how they got the email address of the person receiving it nor do they have a clear statement about how to stop those emailings.

The email addresses of those recipients made it on the fanbox.com email list when the unsuspecting new users of the fanbox trustfully provided fanbox with the information necessary to access their personal email address book and everyone of their friends and their brother became a prospect for the fanbox.com email campaign.

So far no evidence has been found of any real fanbox.com member receiving any actual real payments in the form of check/cheque or by any other means from the fanbox.com website. The customer service representative in downtown San Diego, California readily explains that yes, all you have to do to start earning money on the fanbox.com website is start a blog, add some content to it and you are on your way to your first check from the fanbox. From the day you accumulate \$25 on your account for the visits to your blog you're just 75 days away from your first cashout request and the check should arrive to your real mail box shortly after that.

On the fanbox.com web site however, I have not found any member that would say yes, I have received the checks/cheques for my blogs and would show a clear way to the successful procedure of requesting a check.

Lots of members have well over \$25 in fanbox money in their accounts and the blogger leader board on the fanbox.com homepage shows earnings as high as \$5000 and more while the site itself is well older than 75 days with the paying blogging platform being in place for at least one year according to the words of the customer service representative of the company.

The confused fanbox.com members questions about those unreceived promised payments are posted all over the fanbox web site in their everyday communications through the friends walls, friends news feeds, forums, pictures comments, comments on the forum posts or anywhere where it's possible to do so.

None of those posts received a helpful answer on the cash-out procedure from the fellow members/ users of the site or the fanbox support/ customer service department. The forum or help desk doesn't get much attention from anyone who works for the fanbox and should have the right information.

A few answers posted on the forum/ help desk by the moderators or fanbox employees are not at all useful to say the least, they consist vague meaningless statements repeated in slightly different ways with the same lack of real information with the addition of links to the same answerless forum/ help desk that they are posted on. Some of those links lead nowhere, they are simply broken.

### Labels

- account (1)
- answers (1)
- art (1)
- bacteria (1)
- bank (1)
- bathroom (1)
- bedroom (1)
- behavior (1)
- black dress (1)
- black tea (1)
- blogging (1)
- blogs (1)
- boys (2)
- breakfast (1)
- carrots (1)
- cash (1)
- check (1)
- checks (1)
- clothes (1)
- cold (1)
- cooking (1)
- crap (1)
- dating (2)
- dilemma (1)
- dinner (1)
- earnings (1)
- email (2)
- emotions (1)
- fake (1)
- fanbox (1)
- fashion (2)
- Fashiontoast (1)
- finance (1)
- flowers (1)
- food (1)
- fraud (1)
- fridge (1)
- friends (2)
- friendship (2)
- funbox (1)
- funny (2)
- garlic (1)
- girls (2)
- green tea (1)
- happiness (1)
- hat (1)
- herbal tea (1)
- herbs (1)
- international (2)
- internet (1)
- kiss (1)
- kissing (2)

So the questions about how to get money/ cash earned for blogs, how to request a check/ cheque, how to cashout on fanbox still have not been answered.

The fanbox.com is a social network site that receives well over 1,5 million views/visits a month with the absolute majority of users located in the Mid. East and is owned by the company located in San Diego, CA.

The membership is free as well as an option of having more than one blog on the site with the potential to earn money.

Other options that require a payment include various apps (applications) on the site and/or advertising a user's blog for more exposure to other members on the fanbox.com web site.

Other names associated with the same company are sms.com, funbox.com, mobileguard.com.

In this post: fan box, fun box, fanbox, funbox, mobileguard, mobile guard, sms.com, funbox.com, mobileguard.com, bloggers, cash, check, payment, pay out, payout, payments, earnings, blogging, blogs, postings, money, scam, spam, fraud, internet, web, web site, social network, social network, friends, members, users, ads, apps, applications, cheating, company, questions, forums, problems, trust, misleading, misrepresentation, lying, customer service, leader board, San Diego, California, Middle East, blog platform, members, users, membership, free, internet, cyber space, web

at 11:42 PM



8+1

+1 Recommend this on Google

Labels: blogging, blogs, cash, checks, earnings, fanbox, fraud, funbox, internet, members, misrepresentation, mobileguard, money, payments, payout, scam, sms, social network, spam, web

## 152 comments:



Jiten May 4, 2012, 12:42:00 AM

Hi Guys,

I am very impressed with your views but there is an problem to all of you who don't rely that Fanbox pays. I am in the top hundred earners around the world from Fanbox.

I have already earned \$6000 from Fanbox. I have proof of it.

There is an advice to all of please don't rely on those who don't believe that Fanbox pays. They are spreading their failures stories because they have not caliber, quality and confidence. They are the biggest loser of the world.

So why do you believe on losers and why are you following them?

Just believe on yourself and prove it that fanbox pays.

Losers achieve only that which successor left.

Just check out my profile and my earnings

<http://profile.fanbox.com/profile/newcustomprofile.aspx?u=007Jectv18351%20885>

Regards,

Lady Gaga..

Reply

Replies



Anonymous Sep 24, 2012, 7:37:00 PM

Hi I remember you ...but can you cash it out?? You can earn all day and night BUT can you grab the money...It all about getting your hopes up to making money...Good Luck...NO Cashouts for you my friend....good luck



Anonymous Nov 16, 2012, 6:45:00 AM

FUCK U LADY GAGA



Anonymous Jan 27, 2013, 1:09:00 AM

Betul, eneh deh masak kita ngga ngapa=ngapain tau-tau depet duit. Logikanya dia dapat darimana dokunya. Bikin blog, ngundang teman dan sebagainya mungkin layak dapat duit tapi dia bayar dari uang apa? Jangan-jangan setelah ngeblog premium berbulan-bulan kita dapat tagihan yang sebesar sam yang kita dapat. eh gombal, ini rasanya usaha nyari pengikut buat nyalin facebook, tapi gak masuk akal lah, kalo milih kita harus tutup point dan beli bareng seharga 4-5 kail lipat harga normal karena dulunya mau dibagi-bagi buat upline dan itu masuk akal meski mengurangi harta dan bikin sengsara. Ade bayaran ada pengorbanan. ngga ada pengorbanan coba jelaskan darimana fanbox bayar kita? aneh bin ajaib.

mungkin lebih baik ngga usah pake earning segala dah, murni bikin situs social kayak facebook hanya tambahan fitur2 yang beda dari facebook, misalnya ngeblog dan appreciate blog yang lain. Bagusnya fanbox sih semua pada ngefan kita meski ngga kan jadi membuat

- kitchen (1)
- letters (2)
- loi (1)
- love (2)
- lunch (1)
- man (2)
- marriage (1)
- members (1)
- messages (2)
- misrepresentation (1)
- mobileguard (1)
- money (2)
- news (1)
- nutrition (1)
- offer (2)
- oil (1)
- omegas (1)
- oolong tea (1)
- organic (1)
- original (2)
- payment (1)
- payments (1)
- payout (1)
- people (2)
- pepper (1)
- personality (2)
- photo shoot (1)
- photography (1)
- plants (1)
- potato (1)
- probiotic (1)
- problem (1)
- questions (2)
- raw food (1)
- reasons (1)
- red (1)
- red tea (1)
- relationship (1)
- Rihanna (1)
- road (1)
- Rumi Neely (1)
- scam (2)
- sms (1)
- snack (1)
- social network (1)
- song (1)
- spam (1)
- style (1)
- summer (1)
- sun (1)
- supplements (1)
- tater (1)
- tea (1)
- Thomas Dozol (1)
- travelling (1)
- tuber (1)
- vegetables (1)
- veggies (1)
- video (1)
- virus (1)
- vitamins (2)
- web (1)
- web site (1)
- western union (1)
- white (1)

kita seperti punya banyak sahabat dan orang yang peduli sama kita dan pemikiran kita, meski sebenarnya cuma supaya dapat duit dengan cepat.

Bertobat deh fanbox ngga usah ngegombal bayarin segala. mending uangnya buat memperbaiki web anda yang lemot dan ngga automatic update dengan cepat.

Hei jangan misuh misuh meski ngga suka dosa mas.

- white shirt (1)
- winter (1)
- woman (2)
- yam (1)
- yogurt culture (1)

Search This Blog

Followers

Join this site

with Google Friend  
Connect

Members (2)



Already a member? [Sign in](#)



Anonymous Mar 23, 2013, 5:08:00 AM

Loi Idiot

Your a big loser

there are not your real earnings deduct fees deduct ipi

you have earn nothing

they fanbox earnings not yours

successful people work out when they being conned



Anonymous May 26, 2013, 9:15:00 AM

WELL...SHOW US THAT YOU GOT PAID!!!



Anonymous Feb 10, 2014, 12:49:00 PM

your a fang liar ive made more then you havent seen a dime so stop with the lies fan box fag



Anonymous Feb 24, 2014, 7:45:00 PM

And tha little girl waits! ... no show no goes @ Anonymous.



Anonymous Jul 9, 2014, 1:10:00 AM

The legit site who pays for viewing adds

<http://www.probox.com/?r=umee88>



IMRAN Aug 24, 2014, 7:29:00 AM

Fanbox I worked there it's a real scam they owe me 4500 dollar but they did not give me my money as I was everyday claiming my money to them they were oblige to cancel my account. then asked me to create another account so that I work again with them what I have refused, I sold them that you just show me how fanbox is a scam im not crazy again to waste my time creating post to make you rich. I invite every new users who just start with them please dont waste your time they wont never give you a penny of dollar that only a virtual money be aware to avoid johnny cash and his ganster here is the message they sent to me two month before they cancel my account:



Barry James May 1, 2015, 12:27:00 AM

Hi everybody, I am Barry James, currently living in Canada. I am married at the moment with two kids and I was struck in a financial situation and I needed to refinance and pay for my son medical bill. I tried seeking loans from various loan firms both private and corporate but never with success, and most banks declined my credit. But as God would have it, I was introduced to a private loan lender by a friend and I got a loan sum of 30,000USD and today am a business owner and my kids are doing well at the moment. So dear, if you must contact any firm with reference to securing a loan with low interest rate of 2% and better repayment plans and schedule, please contact Elvin Morrison he doesn't know that am doing this but am so happy now and I decided to let people know more about him, he offers all kinds of loans to both individuals and company and also I want God to bless him more. You can contact his company through this email [elvinloancompany@yahoo.com](mailto:elvinloancompany@yahoo.com)



Anonymous May 25, 2015, 8:02:00 AM

I have no account with Fanbox and no blog whatsoever and holaia... I earned more than \$5000 so far.

Common guys.... That is clearly spam. Just give them your name and address.

And about Lady Gaga? She or he is one of them (spammer)



Anonymous Jul 18, 2015, 4:05:00 AM

Then tell us how to cash out the EARNINGS that fanbox is saying!

Reply



rolexino@gmail.com Jun 7, 2012, 4:26:00 AM

@jiten,i am not in support of your comment.....the writer is not saying we should stop blogging with fanbox but rather talking about fanbox users complain,actually,it happen to me also,my earning was up to \$300 ,i said to myself that me try and cash out wellher this thing really works but to my suprise,i wait for person fanbox promised to process the payment,in nothing to show.And galing to my fanbox account,i discovered that the amount i requested to cash out is no more there.What will you call this,is not scam?

Reply

Replies



Anonymous Nov 16, 2012, 7:16:00 AM

me too im not support



John Anderson Jun 25, 2014, 12:23:00 PM

I do a paid for surveys site and I make around \$300 a month, it won't make you rich but it covers my electric and water bill lol, it's really not hard. Here is the link check it out,  
<http://www.cashcrate.com/3626426/10>



Anonymous Jul 9, 2014, 1:11:00 AM

The legit site who pays for viewing adds

<http://www.probox.com/?r=umee86>

Reply



bonnifor Jul 7, 2012, 10:19:00 PM

Jiten fuck you!!!! I have many top performers friends from fanbox and still not being payed by those idiots.

Reply

Replies



Anonymous Nov 16, 2012, 7:13:00 AM

yep jiten is gay as fuck



Anonymous Mar 23, 2013, 4:53:00 AM

Fanbox never used to be a scam.  
but now it is since lpl has been introduced all fees involved  
by time you pay lpl back that you borrowed and deduct fees you have measly few dollars



Anonymous Jul 9, 2014, 1:11:00 AM

The legit site who pays for viewing adds

<http://www.probox.com/?r=umee66>

Reply



Anonymous Sep 24, 2012, 7:32:00 PM

I have been on FanBox- Fakebox since 2010 and been paid twice ....Its Smoke and Mirrors!! They pay you just to stay on when they pay you it takes 90 days to receive a payment. This is ran by petty women and a geek name Johnny Cash

Reply

Replies



Anonymous Sep 24, 2012, 7:33:00 PM

They changed there name ....they were sued they are even on TV for the same crap - Not paying people

Its not a job or business its money laundering!



Anonymous Jan 27, 2013, 1:13:00 AM

Hmmm setuju Mas, ikl pasti monay laundry, jangan-jangan ini alius untuk cuci uang korupsi dan rampokan hehe



Anonymous Jun 4, 2013, 9:28:00 PM

Hello can you please invite me auleves27@yahoo.com

Thank you.



Anonymous Jul 1, 2015, 5:45:00 PM

I already have \$3277.59 in my fanbox. I wonder how to cash it out.

Reply



Legitimate Love Oct 19, 2012, 12:23:00 AM

Beware of scams ...  
Do not cheat anyone specially your loved ones...!  
Do not deceive your lovers...!  
Maintain Legitimate Love...

Pl visit and add your comments:  
<http://love-date-wed.blogspot.in/>

Reply

Replies



Anonymous Nov 16, 2012, 7:15:00 AM

right!

Reply



love2live Oct 19, 2012, 12:25:00 AM

Please visit this blog and add your comments below the posts:

Thanks and Regards,

<http://love-date-wed.blogspot.com/>

Reply

Replies



Anonymous Nov 16, 2012, 7:15:00 AM

I love u so much babe



Anonymous Oct 27, 2014, 4:48:00 PM

Yeah, visit this one too <http://monthlyyouth.com/?ref=605239>



Anonymous Feb 1, 2015, 9:20:00 PM

This is also A scam> DD NDT TRUST. I DID IT when I requested My \$700 there no reply no answer. I TRIES FOR MONTHS NEVER GOT MY MONEY. THERE ARE SOME COLD FUCKERS IN THIS WORLD I WISH THOSE PEOPLE THE WORST THINGS THAT COULD EVER HAPPEN TO THEM!!!



Barry James May 1, 2015, 1:50:00 AM

Hi everybody, I am Barry James ,currently living in canada. I am married at the moment with two kids and I was struck in a financial situation and I needed to refinance and pay for my son medical bill. I tried seeking loans from various loan firms both private and corporate but never with success, and most banks declined my credit. But as God would have it, I was introduced to a private loan lender by a friend and I got a loan sum of 30,000USD and today am a business owner and my kids are doing well at the moment. So dear, if you must contact any firm with



reference to securing a loan with low interest rate of 2% and better repayment plans and schedule, please contact Elvin Morrison he doesn't know that am doing this but am so happy now and I decided to let people know more about him, he offers all kinds of loans to both individuals and company and also I want God to bless him more. You can contact his company through this email [elvinloancompany@yahoo.com](mailto:elvinloancompany@yahoo.com)

---

Reply



Anonymous Nov 9, 2012, 8:59:00 AM

I have been a member of FanBox for over a year, but I now believe it is a scam. Here's why:

A. The money that you earn on FanBox is not available to you for 90 days.

B. The money that you owe them (interest fees, etc., see below), they want paid monthly with real money from your credit card or PayPal account, for example.

C. To get you in that position, they set up a credit line for you and then charge whatever they wish to your credit line. The member is neither notified nor has control over the amount charged.

D. The credit line program (called IPL - I'll Pay Later) was described so obscurely as to hide its real nature. The implication was that it would increase your earnings a great deal and you'd pay a small amount for promotion. The cost and promotion, of course, could come out of your earnings. It was described as a complete win-win situation.

E. Their charges, in my case, are only slightly below my earnings. By the time my earnings have matured, the amount owed could exceed the amount earned.

Below is a more detailed account of my experiences with FanBox:

I posted some blogs which earned me a small amount of money added to my FanBox account. Then when they started the IPL (I'll Pay Later) program, in which they advance you money to promote your blogs, I signed up for it, as they said it would increase my earnings greatly. They did not, at that time, ask for a credit card number, or other financial information. However, there was a small startup fee which I paid using PayPal.

Over the next three weeks my earnings rose to over \$950 - added to my FanBox account. I was elated. However, a little later, I found that they had billed my IPL account for over \$900. The charges were for "boosting" and "ads", which are not detailed - and none of which were approved by me specifically.

Basically, they gave me a credit line of over \$2500 and then made charges (over which I had no knowledge or control) for their services.

In their descriptions of their products and services, they word things in a very ambiguous way. They tend to tell what something does in terms of the benefits to you without describing exactly what it is and how it works.

In their favor, they do allow members to "pause" their IPL program, which freezes both earnings and charges, except for the monthly interest fee. I put my IPL account on pause, hoping that I could cash out when my earnings had matured.

They did not ask immediate payment, but they charged interest on the amount I owe to them, which is about \$15.00 monthly.

The problem is that they want that \$15.00 paid with real money (not FanBox Funny Money) when it is due every month. I cannot pay them using the money I have earned on FanBox because that money does not "mature" for 90 days.

Another problem is that when I tried to pay the monthly interest fee using PayPal, they asked for my PayPal password and other personal information, such as full address, social security number and date of birth.

There have been a couple of postings on FanBox in which members have said that their account was hacked and they lost their earnings. Were that to happen to me, I would be obliged to pay the over \$900 FanBox had advanced me for using their boosting and ad programs.

As alluded to before, I had no control over the amount I was being charged, never saw an ad that I was paying for and had no clear idea of what "boosting" is.

Reply

Replies



Anonymous Nov 16, 2012, 7:15:00 AM

I felt sad for this... it's a scam super really... damn these fanfuckers... it's not fanbox fanfucks it is

Anonymous Jan 28, 2013, 7:16:00 AM



Thank you very much for your effort and time . We all appreciated  
Apparently those are f.....king scams  
Thank you for warning the people

For everyone here  
Any site want to give money the should only get the swift no. To give the money to the users .  
They should not get the card no. And password and steel your real money instead  
Thank you



Anonymous Feb 3, 2013, 5:33:00 PM

Thank you for your detailed sharing informations about your experience Anonymous Nov 9, 2012. Very much appreciated. I am given a final notice to update my account by giving: 1) my mobile number 2) my credit card details 3) my security answer

And they told me that I will lose my account and what money I have amounting to \$500 in total if I don't reply and update what they wanted above. Of course no one is foolish enough to provide all those sensitive informations to people or company you are not very sure of. So, here I am making a research about FanBox of this world!!! Thank you you guys for sharing your blog that FanBox could be a scammer??? a big time scammer??



Anonymous May 12, 2013, 12:23:00 PM

Jilen lady gaga are family or relatives of friends of fanbox employees.....only they earn and cash out....rest are all fools or being made fool

Johnny cash makes electronic money called IPL..if it was real it should have come to borrowers credit card account

Johnny has no federal permission to create such electronic money and this is a crime punishable with imprisonment

they are clever they create fake money and charge real dollars on it..somebody should complain to police and federal banking authorities.

their famil and friends become success coaches..all others are rejected.....these SCs earn money for doing nothing...on face of it they claim they have 1000s under them

fanbox is a e sucking fraud



Anonymous Jul 9, 2014, 1:12:00 AM

The legit site who pays for viewing adds

<http://www.probox.com/?r=umes86>



Anonymous Sep 26, 2014, 8:27:00 AM

Thank you for warning stupid people!

Reply



Sam Nov 21, 2012, 8:21:00 AM

this was the ONLY post that made me NOT want to be on fanbox. I am in the same position, wondering if I should pay the \$15 they are asking, in order to get my \$1500 in my account. But.. why wont they just "take it from my account" doesn't make sense. Thank you, I wont be giving them my information

Reply

Replies



Ian christian May 22, 2014, 9:35:00 PM

Absolutely...!!! there is more than \$1400 in my account, and I have about \$1200 loan (IPL) that I need to pay, but fanbox want real money, they refused when I pay them through money in my account. I didn't use IPL again but I still need to pay monthly fee and fine.. It's so ridiculous, no one will give you \$ 1200 in cash and expects to take a \$ 1400, including me, even though I have \$ 1,400 in my account but I am not going to give them \$ 1,200 in cash. They should accept my payment through money in my account that's more than \$1200 in it WHY THEY WANT REAL MONEY???

Reply



Anonymous Nov 22, 2012, 3:52:00 AM

They are trying the same thing with me, I have a supposed \$968 in my 'account' now they want a processing fee???

Really, I have been talking to my 'mentor' who for some reason is getting involved. I have simply said that IF the money in my account is real take it out of that or when it 'matures' I will cash out minus the fee.

She has more chance of sprouting wings and flying up her own arse than getting anything from me!

Martin

Reply



Anonymous Nov 24, 2012, 10:14:00 PM

Omg, fanbox is such BS. I am surprised that people fall for the oldest trick in the book. It reminds me of the old Amway gimmicks.

Reply



Sweet CHRIZ Nov 28, 2012, 5:18:00 AM

**YOU CAN CHECK THESE PROOF OF PAYMENTS VIA PAYPAL/BANK CHECK**

Let me know if you need more proof..

Allah - PayPal

<http://posts.fanbox.com/81nr4>

Dave - PayPal & Check

<http://posts.fanbox.com/h14t4>

Jen - PayPal

<http://posts.fanbox.com/skq15>

Candyz - PayPal

<http://posts.fanbox.com/28vt4>

Riza - Check

<http://posts.fanbox.com/j8pn4>

Paula - PayPal

<http://posts.fanbox.com/9gmm4>

Chriz - Check

<http://posts.fanbox.com/v63m4>

Erika - Check

<http://posts.fanbox.com/vk9s3>

Arlene - Check

<http://posts.fanbox.com/z4t3>

Amit - Check

<http://posts.fanbox.com/1lv3>

Jenny Lee - Check

<http://posts.fanbox.com/fmkw3>

Annette - Check

<http://posts.fanbox.com/nfnt3>

Glenda - Check

<http://posts.fanbox.com/xlpr3>

Sudha - PayPal & Check

<http://posts.fanbox.com/vz9t3>

Katherine - Check

<http://posts.fanbox.com/rtsq3>

Reply

Replies



Anonymous Jan 2, 2013, 3:07:00 AM

Seems rather convenient that all 'check' payouts you've listed there were done for May 2011.

I'm also surprised they would send check payments, as they're a US company, to places like the Philippines and Kuwait (prime locations for scammers I might add) which starts to ring alarm bells for me because it could take anywhere up to 28 days for said check to clear and can be stopped quite easily. It makes absolutely no sense why they would not just do a bank transfer.

Some of those payouts you've listed there are quite simply text, easily fabricated. "Hey look I just received my first check". Yet there's no proof of any kind.

The PayPal payments also look dodgy because the poster conveniently only blocks out everything up to the @gmail/@yahoo.com

There's too much continuity and replication in all these payout posts. It's almost as if they're all told to do the same thing. You probably DO get paid for putting on a lie.



Anonymous Jan 19, 2013, 8:52:00 AM

It's their own web site with proof of earnings I could put up a website with anything on it. Don't mean it's true.



Anonymous Mar 23, 2013, 5:02:00 AM

Yes they pay your payments before they started the IPL and how much you invest in fanbox to make that I was with fanbox two years and it's a scam by the time you pay back IPL and fees you have nothing so stop misleading people to get in debt take all lies off here who supporting fanbox just so you can con people becoming your students so you can con them too.



Anonymous Jul 8, 2015, 4:35:00 PM

Oh Sweet Baby CHRIZ, I was born way before you, definitely not in the last couple of days. You want to prove FanBox is not a scam by using links to FanBox pages? That's totally naive!

But then again, maybe your best asset does not involve brain power or reasoning, I am sure that YOU'RE cashing in alright. Maybe in and out with Johnny.

Reply



Anonymous Dec 7, 2012, 2:43:00 AM

Beware of FanBox. Fanbox.com is a fraud Website. I have better experience.

Reply



Arif Dec 9, 2012, 6:43:00 AM

Hi,

I have an account on Fanbox, everyday I have been earning and a few days earlier the website demanded my credit card number to secure my earnings. All the facts seem to me scam.

Reply

Replies



Anonymous Dec 20, 2012, 1:20:00 AM

Yes, it is a scam. Never give your credit card or any other personal info. Stay away - stay safe.



Anonymous Jan 27, 2013, 1:19:00 AM

Mas Arif yang budiman mending jangan kasih nomor credit card ke orang yang rumahnya aja kita nggak tau. Hacker mereka bisa nyedot dan bikin Anda jungkir balik kalo tau tiba2 ada tagihan 100 juta mendadak. Wes lereh was timbang kebacut ganti info anda kalo perlu email itu dibuang aja.

Reply



Anonymous Dec 10, 2012, 2:03:00 AM

First, I want to ask some people who tell fanbox.com is spam, scam or fraud web.

1. If FanBox indicates spam, scam or fraud web.

Q = Why Paypal still not blocking their payment?

2. For anybody who's telling Fanbox is spam, scam or fraud. Why you don't report it to Internet Fraud Crime? Proof it your evidence, your words if you think fanbox 've hurt you and ail. Theres no cost for reporting it. But beware if you give they fake report.

If your report proved that fanbox is deceiving you. They will investigate and shut fanbox website.

If you cant proof it. So you are just competitor who hate Fanbox.

1. [http://www.fbi.gov/scams-safety/fraud/internet\\_fraud](http://www.fbi.gov/scams-safety/fraud/internet_fraud)
2. <http://www.fraudwatchers.org/>
3. <http://www.interpol.int/Crime-areas/Financial-crime/Fraud>
4. <http://www.sec.gov/complaint/select.shtml>
5. <http://sacuringsourcity.org/report-a-cybercrime>
6. Report to local police in your place. They will help you to contact division who handle cyber crime.

Do you dare to prove?

Reply

Replies



Anonymous Dec 13, 2012, 5:35:00 AM

Son, learn a little bit of English and then you won't find yourself falling for such scams as fanbox in hopes of making a million but actually getting paid just a few cents a day.



Anonymous Mar 6, 2013, 2:24:00 AM

LMAO! @Anonymous.



Anonymous Mar 23, 2013, 5:05:00 AM

Loi  
Fanbox I was with two years it's a scam  
pay back lol pay back fees you have nothing left  
people that support Fanbox are uneducated idiots!!!!



Anonymous Sep 22, 2013, 1:55:00 PM

LOL, I always love the new employees of FanBox, they are so dedicated, loyal, and will defend to the end. Give him a few weeks and he will be like the rest of the people that get scammed. I cashed out 2 months ago and am still waiting.

Reply



Anonymous Dec 19, 2012, 7:57:00 AM

Well I never signed in to be a fan box member and I keep on getting messages to pay money to secure my account and earning and trust me if I didn't sign in to this site and I didn't blog or make any activities and yet they keep sending me emails to pay them money, this definitely a scam and they want to take my money, a good scam is to convince you that you are making money from nothing, do they think people are idiots...I hope they catch them and take them to jail....

Reply

Replies



Anonymous Dec 20, 2012, 1:17:00 AM

Fanbox is on a mission to make every person that has an email address into a millionaire. And yeah, they find enough idiots to keep their business profitable.

If you never registered with fanbox, but still receive emails from fanbox and suspect that they have registered an account for you, there's only one way to delete that account: Log into your fanbox account and upload hardcore pornography (profile pictures etc.). Now go around the site, talk to some brainwashed troll women and comment on fanbox's official posts (written by their con artist named Johnny Cash). Spend sometime doing that and your account is guaranteed to be permanently deleted.

If you try any other way to delete your account, for eg. by reaching out their customer service, they'll only put your account in hibernation, but never permanently delete it. You'll still keep getting scam emails and as soon as you click a link, your account will be activated.

Reply



Anonymous Feb 2, 2013, 11:58:00 AM

Fanbox Is NOT scam...

Fanbox Is slick and there is a difference, I'll make a long story short, first you join or are tricked into joining, now nothing scam about that right? after all no one held a gun to your head and told you to join.

Next the website shows you people who are "making money" from the leaderboard and also shows you what people are doing to make "money" so off you go to start your blog also, again nothing wrong with that right?

Next you sit and wait then your first email comes saying you have earned some cash and now that gets your blood flowing so you feel good now the emails keep coming saying you earn more money and this continues for a few weeks.

Now like most human beings we start to make plans for this money after the "money matured" in 90 days, then you are sent an email to pay a processing fee of course you have to pay real hard cash but you have made so many plans for this that a few dollars in processing fee can't hurt but remember the money that you have "earned" is not real then you are left feeling like a loser.

Lucky for me I knew that website was a joke from the start.

Reply

Replies



Anonymous Jun 4, 2013, 9:31:00 PM

Can you invite me auleves27@yahoo.com



Anonymous Jun 7, 2014, 2:48:00 AM

My foolish uncle got trapped in this scam and then leaked mine and several other people's email address to them. I knew the damn website was an outright scam so I never signed up, but fanbox while not even knowing my name and just with my email address is always spamming me rubbish about how I have thousand dollars in my account and how they would like me to secure this funny money by signing up.

The strangest thing I am yet to figure out is why has this scam not been shutdown by FBI or another agency. Are people not filing complaints at their local police stations or are there too many gullible fools in places like Middle East using these sites, so much so that they cannot file a complaint to a local authority for there is no such authority to be found in the Middle East, as the despots there are not about law and order.

Oh well! People do not get that there is no easy way to make money but millions of easy ways to lose money.

Reply



Anonymous Feb 8, 2013, 12:55:00 PM

I am terminste my fanbox account now 2/8/13 after reading this blog

Reply

Replies



Anonymous Nov 30, 2014, 6:51:00 PM

I'm doing the same

Reply



Anonymous Feb 28, 2013, 8:04:00 AM

How on this planet anybody gives you free money? One day I received an email from fanbox dot com saying that I have earned \$3.60. How I earned that amount? It says one of my friend did invited me at the time beta launch of IPL program of this site. I have totally no communication with this friend. I have no idea how he invited me to this site.

After some time money started to grow, it was growing by boosting, which I never did.

When the money reached over \$100, one super coach came, introduced herself, and welcomed me.

Next week she send me a urgent email saying that my profile is incomplete, and I should complete as fast as possible to save my account from hackers.

There is a secret question, credit card verification, and mobile phone number.

There was money available to advertise through IPL. IPL means I will pay later after I my money matures.

Up to this time, it is ok. You are earning every day. How you are earning? Only Heaven know.

Then comes the axe, either complete your profile or your account will be blacked. Completing profile means giving access to your credit card or PayPal account.

I am waiting my free lunch (free money) stop to flow. There is no way to know, doing nothing but earning money.

Do anyone knows relation between yahoo mail and fanbox?

Reply



gracia Mar 2, 2013, 7:28:00 PM

It's a scam now don't waste your time in fanbox they change rules every month and the members ending up earn nothing at all...especially the IPL (I'll pay later) works just like credit card/ use it and pay charge monthly, all are bullshits...they will make you pay the credit and use it until you earn much and much and equal to all you have gained during IPL they will ask a monthly payment which is processing fee off IPL....

In the event you will not able to pay you monthly due they will deactivate your account and can't get back everything you spent before and all that you have invested...

they are clever that they change rules monthly in order to mislead the members, we have all wasted a lot of time their...and now I am done with them...It's a SCAM!!!!

Reply



Anonymous Mar 6, 2013, 2:56:00 AM

I'm from the Philippines and I have met a lot of their brainwashed members promoting fanbox on our local online forums like it's the holy grail of making money online. I pity the people who get sucked into it. Especially those who took loans just to pay the ridiculous charges hoping they'll receive the money they thought they earned.

Reply



Anonymous Mar 9, 2013, 2:49:00 AM

Thanks to all who gave their time explaining what they have experienced on fanbox. I received 2 courtesy notices which nearly prompted me to sign in my paypal account in fanbox, communicated with my success coach several times on how my hubby who rarely goes online but not on fanbox, no blog on fanbox have earned and boosted daily. The answers of my success coach were vague— a chummed out words of what were stated in fanbox about boasting, ads, etc.

Today, I decided to complete my security account (because my processing fee payment of 2.52\$ was due on mar. 6 and gave me extended time til mar. 16 or else I will have to pay 15\$ from then on) but I stopped. I researched "Is fanbox scam" and landed on this site.

In my 4 years in fanbox— I wrote 1 article a year after I joined, forgot fanbox, and by december last year, I was surprised to see emails of fanbox earnings. I signed in to fanbox, failed few times because I forgot the password. Then succeed at last, then upon seeing earnings, I added 1 article, and from then on I didn't know how I got earnings from boosting.

Reasons why fanbox is scam for me:

1. Earnings and Boosting— Besides my hubby and his friend, I see names with ZERO BLOG in my fanbox account who earned and boosted.
2. Security account— I can't trust when they ask me for it and keeping on reminding me to complete it so that my account won't be hacked.
3. Fanbox rules that may change monthly.

By the way, when I started out in fanbox 4 yrs ago, it is not a blogging site yet— it's chock full of slut profile pics.

Reply



Anonymous Apr 15, 2013, 11:41:00 PM

I'm currently a member of this  
yes I'm earning but I'm not doing anything  
I already have 470 dollars still increasing but who cares  
they're still sending me emails but I'm tired of reading them

Reply



bright the all man Apr 19, 2013, 10:09:00 PM

hi my name is bright and I just spoke with one of the most successful woman on fanbox and here is her

reply

Bright, Yes, I can assure FanBox is real and not a scam! Some people have asked me how I made so much money in such a short length of time (over \$17,000 in 8 months and climbing) and if, in fact, I had a secret? Yes, indeed there is a secret. The only secret I know and am in possession of. It's unadulterated passion! You must be passionate about what you are going to offer the community. If you have read any of my blogs, you will see that I am thoroughly vested in the Esoteric Arts and Sciences. Following Passion is dedication and commitment; you must be willing to dedicate yourself for a few hours a day on FanBox. Next, you must believe in what you do. Meaning: you have to WANT to share something of yourself, whether that be in the way of blogs, products and services, C&R, (categorizing and rating) other people's posts, Boosting (investing) or writing ad, yours or someone else's. FanBox is about finding, exposing and sharing your talent. Yes, talent. It's the hidden part of you that has not yet been expressed in other ways that needs to be shared.

So, you want to know if I have a proven method. Yes, I do have a verifiably profitable method, I use. If you are interested and inclined, I suggest that you write or find at least 3 articles on subjects that you are truly interested in sharing, as blogs, each day. (Total 90 blogs in a month) In the beginning, I posted 10-15. No need for you to do that, though. Place an ad value of \$3.00 on each ad, and 45 cents click rate. C&R at least 500 points, working up to a 1000 a day; do not get lazy. If it's going to work, you've got to work it! Do this every day since it increases your amount of IPL funds with which you make more money. I will tell you something right here and now, if you are going to make a lot of money on FanBox you must think like a rich man. No poverty consciousness will do. Every rich person has two laws they operate from and depend upon without fail! Brand these two top-secrets into your memory like a mantra: Use OPL [Other people's Money] and use THAT money to make money.

Don't be afraid to use the IPL funds; and, pay the small processing fee on time.

Remember: You must give your ads time to earn you money! You would not expect a green salesman to make sale after sale until he has become seasoned and skilled. Your ads are timid, shy and uncertain right now but will become strong, sure and forceful in time. You are NOT going to see an immediate return like you do with guaranteed boosting. The ads you run will pay off but you must give them time to scout for increments of added attracted cash to bring home to you. Also, don't forget, with the C&R, you will also earn additional ad credits (which convert into more cash).

Boost, at least, \$10.00 a day every day choosing the "I want FanBox to Choose For me" option. And, then "Advanced" option is the one you want! From there you will choose five people you want to boost, including yourself. Do NOT take down your ads. After a month, the amounts can be increased, should you decide. Of course, the more you learn more about the system, you will build your own method of play. Regarding Boosting: like the articles you post, and ads you create, you must believe in the people you Boost enough to invest in them. Yes, it will take reading what they submit to decide.

This brings me to the next "new" feature added to the FanBox community! We are now able to pay our IPL processing fees by purchasing products and services from each other. That's right! Simply by our purchasing any product and/or service from the FanBox list of P&S items for sale, 33 % of the purchase price goes right back into our FanBox Balance account which can be used to pay outstanding IPL processing fees once the money matures 90 days. Isn't that simply marvelous?

Have you visited the Learning Center? There are some marvelous videos located there that can really help you.

If you have any other questions, let me know.

Reply

Replies



Anonymous Jun 4, 2013, 9:30:00 PM

Hello, can you please invite me to fanbox? Email to autaves27@yahoo.com

Thanks!



Anonymous Oct 15, 2013, 3:17:00 PM

ahahahahahhaahahahhaahahahahahah

Lies!!!!

All are lies

I have already claim that site .....!!!!

hahahahahahah

If you want money get a serious work.

Come on...

who is gonna pay you for a copy paste or locking ads????

hahahahahhahahahaha

You dont need any invitation!!!! hahahhahaahahaha

just login and you find out a lot of things!!!

hahahahaahahahaha

Have a good work there !!!

hahahahahahahahahahahahahahahahahahahahahahahahahahahahahahah



Anonymous Jul 8, 2015, 5:27:00 PM

Bright enough to know that All Day is a FanBox affiliate or dinger. So what is the suggestion?

(1) use FanBox ads.....pay. (2) Use FanBox IPL.....pay. (3) Be sure you did #1 and #2 then use FanBox earnings from 3 months ago to pay. (4) Buy stuff (pay) and watch your balance grow.

OK, pay for 3 months to get to that initial balance, but wait, there have been fees assessed



against that amount and anything else you've earned is not available yet, but don't forget to pay!

Notice Bright All Day never said what they earned either, then the final slap - go watch these sales pitch videos praising FanBox.

I'll let you know All Day.

Reply



Marvin M. Jun 8, 2013, 5:15:00 AM

I think this is interesting and I'm invited to it but I didn't join right away.

Reply



Anonymous Jul 17, 2013, 5:11:00 AM

I started with Fanbox when it was still merely a social Networking site, long before I joined Facebook, but I lost interest around the time the "paid for blogging" thing started.

I got another e-mail a week or so ago - I guess as part of a campaign to reel in former users, and had a little look around. Suddenly, without doing much - I haven't even done a blog there - I find I am "earning" money, according to the e-mails I have started getting....

... but I shall leave it there. I have no desire to get caught in this trap again. I was involved with BuxTo a few years ago, and I "earned" a lot of money with them, but I started to realise that after several months, long after I should have been paid, nothing happened, and it was time to move on.

Fact is, you don't get money for nothing. It's sad that with many countries - like here in the UK - so many are out of work, and struggling to pay bills, that sites like this keep springing up....

... and I suggest you ignore any comments from people saying "Well, I have been paid". If people have accumulated earnings on a site, have been told that they will receive the money after a certain period, and have not broken any Terms and Conditions, why have they still not been paid, and why would they say that they hadn't been paid?

Avoid like the plague I say.

Reply



Anonymous Jul 28, 2013, 11:41:00 AM

@Anonymous July17- I guess as part of a campaign to reel in former users, and had a little look around. Suddenly, without doing much - I haven't even done a blog there - I find I am "earning" money, according to the e-mails I have started getting....

... but I shall leave it there. I have no desire to get caught in this trap again.

I was surprised too. I haven't checked the website for the past 1yr+ and when I reunited back with my old e-mail (the one I used for them) some weeks back, I found lots of their mails with staggering amounts of Dollars - even without doing anything, not a single blog. I had to laugh. Guys this is a real "Fool's GOLD".

Reply



Anonymous Aug 2, 2013, 5:53:00 PM

I never signed up for this and they say I owe money how do I opt out for something that I did not order

Reply



Anonymous Aug 14, 2013, 6:13:00 PM

LOOK AT THIS WARNING FROM FANBOX!

WARNING: FanBox is an experimental site as indicated by the word "Alpha" that appears under the FanBox logo at the top left of this web page. This means that its content and functionality is changing daily.

Please use FanBox for entertainment purposes only. In particular, your use of FanBox may never materialize or result in any direct or implied benefit. Any content, Earnings, time, payments, and relationships associated with your use of FanBox may be subject to modification or termination as described in the FanBox terms below.

If you wish to use FanBox at a time when we can provide more certainty in any aspect of the site or its

As if that weren't enough to scare you away: Proceed at your own caution as you may lose time, money, friends, and potentially even your first-born child. Just kidding about your first born. Although as you can see, our lawyers want us to make it clear that you should not use FanBox and come back later if you are uncomfortable with FanBox's current experimental status.

## Replies

Anonymous Oct 19, 2013, 7:13:00 AM

Yes!!!! This was fun. Nice meeting you all. Time to go another social network...like "FB". Have fun!

### Reply

Anonymous" Aug 21, 2013, 3:05:00 AM

There is a lot of BS from (senators (are its paid?) and (fake?) coaches and some (fake?) members hard supporting FB. Most are not honest giving REAL personal earning information and costs, not answering hard questions. And some even INTIMIDATING! I have been kicked out the system because the Monitoring system seems to judge me as a computer? FanBox management does not like hard questions and remarks! The JC credo is: IT IS ALL ABOUT CONTROL! sounds familiar? The designed workings of software (functions) is crap or not user transparent like more of the FanBox workings and provided information! There is TOO MUCH HIDDEN for starters!

**Reply**

## Replies

Anonymous Oct 15, 2013, 3:10:00 PM

hahahahahahah you are P1  $\Phi$  1.000

**Reply**

Anonymous Sep 6, 2013, 8:27:00 AM

**You're full of it. It's a scam from the start, and I'm going through Paypal of getting my money back...**

Reply

JoLynn Potocki Sep 19, 2013, 2:07:00 PM

*This comment has been removed by the author.*

### Reply

## Replies

Tina needs a miracle Apr 2, 2014, 11:21:00 AM

**I agree after reading the inflammatory reports of this site I've deleted my account ask paypal to refund my money! It is a scam**



R Peralta Jun 2, 2014, 12:18:00 AM

This is Lucy Fer, one of the most controversial names in FanBox, and one of the bloggers there. Hi there JoLynn ("waves").

I stopped reading this forum when I came across Ms. Polcoid's comment here. Now I am certain that Fanbox is a scam. Coming from an ex-Success Coach, what else could be more credible?

By the way, 2 months ago (before I've read this forum) I got an email from Fanbox saying that I have earned \$934 that will go straight to my Paypal "in 90 days". I took a chance, and typed in my Paypal email.

Good thing I am using a prepaid card in that Paypal account with only \$4 in it.

The next day when I checked my [prepaid] card, the balance went to \$0.

Reply



Anonymous Oct 14, 2013, 7:54:00 AM

How do I make it STOP!!!

Reply



Anonymous Oct 15, 2013, 3:05:00 PM

avoid evold S P A M .!!!!!!!!!!!!!! I was there for 6 months!!!!!!hoping that I will earn something!!!!hahahahahahahahahhah

Lets say I gave them money...!

I didnt get one cent!!!!!!

All are lies !!!do not believe them.hahahahshahah, Just remamber!!! Who is going to pay you for a copy - paste an article ????

oh I forget....

You hava to sas a lot of ads every day and you will receive 1 cent.

hahahaahhahahahahhahhehehahahahaahhhhhhhhhahahahshahahhaohhhhhohohohohohohohoh

ohhoahahahahahahahahahhahhaha

Reply



Anonymous Nov 16, 2013, 7:51:00 AM

Fanbox is not a scam!! Here is a link of PROOF OF CASH OUTS!!

[https://www.facebook.com/photo.php?](https://www.facebook.com/photo.php?fbid=10201067734229543&set=a.4144391522225.2149940.1058857643&type=3&theater)

[fbid=10201067734229543&set=a.4144391522225.2149940.1058857643&type=3&theater](https://www.facebook.com/photo.php?fbid=10201067734229543&set=a.4144391522225.2149940.1058857643&type=3&theater)

Reply



Anonymous Dec 10, 2013, 4:37:00 PM

I noticed one thing that gave me a red flag right away : was the amount of Arab and Indian names on the list. Something not right here. I wouldn't trust it as far as I can through it

Nothing against Arab and Indians I like them, but their ETHICS in their country are not in OUR best interests. Remember : Do Unto Others a you would have them do to YOU" is a Christian belief. Their allegiance is to ALLAH, not YOU. He comes first always. They don't care about YOU, your western ways, beliefs, nothing. They don't even like you and would kill their own daughter if she was to adapt a liking or lifestyle of the west. Why would they want us westerners to make money?

Reply

Replies



Anonymous Jul 8, 2015, 5:43:00 PM

Buddy, "Do onto others " is a Catholc system, many other Christians do not abide by.

Also, your not really sure what Muslims believe because your being bombarded by the Fundamentalist types of Muslims that don't represent their religion. It would be like judging all Christians as being like Jimmy Swaggert or something....he doesn't represent!

Now, I'm not saying that it is very difficult to deal with this kind of cultural difference. But then again, you don't exactly follow a Catholic way and, apparently we're both Christians. Maybe judging others in a personal way is part of your Christianity, at which point I wish you weren't associated with decent Christians in any way because you are acting in an Arab way.

Reply



JoLynn Potocki Jan 15, 2014, 3:09:00 PM

*This comment has been removed by the author.*

Reply

Replies



Anonymous Jul 8, 2015, 5:48:00 PM

I wonder if she's been threatened or paid by FanBox to remove her very enlightening commentary.

Reply



Mr Jones Feb 10, 2014, 6:16:00 PM

Just closed my Account after a year of charges and no profit!!!

Reply



Handyann Mar 4, 2014, 12:32:00 AM

When will people ever learn that there's no such thing as a free lunch with setups like this? Nobody makes money without some sort of payback in time, effort or investment. If it looks too good to be true, then be assured - it is! Delete the emails and get on with making a proper living instead of banking on non-existent miracle schemes.

Reply



Tina needs a miracle Apr 2, 2014, 11:17:00 AM

Fanbox is a scam and the fees are all you pay with nothing in return! So don't be fooled. success coach only reminds you of what you owe. I've been a member two years and received no check so it is the most confusing site ever and a clever way to steal money bravo!

Reply



madiha Naz Apr 6, 2014, 6:44:00 AM

Totally Scam cheating with innocent peoples don't try guys.  
Watch UK, USA Worldwide LIVE HD TV Channels online Visit Filamx TV

Reply



Princess Kaurvaki Apr 17, 2014, 8:52:00 AM

I'm just started Fanbox few weeks ago. I have earning for around \$50 even though I don't do anything yet. It makes me confuse as some reviews said it's legit and other said it's a big scam

Reply



fanboxbd Apr 25, 2014, 6:03:00 AM

NEW VISA CODE: 19GZH-LG4Q2-QTJG5-8SJMX-V6ZMC

Friend I have a fanbox auto worker full version Software

you can do under those work by my software

Auto likes Auto Comments Auto Add Fan Auto Add friend Auto picture Like Auto Blog category Post

All of work are done by my software

you can easily make so much boasting per day

Software price only : 50\$

Interested person message me

on facebook or Skype: fanboxbd

Payment: Paypal /Okpay / moneybookers

Reply

## Replies



Anonymous Jul 8, 2015, 5:54:00 PM

Note to Americans: If the sandigger doesn't know where to put the dollar sign, maybe this is a bad omen, avoid at all costs. In fact, tell him to stick it in his dick so it comes up full of the same shit he's trying to sell you! You hearing this fanboxbd, I see that your command of the English language is exstant-non

Reply



Anonymous Jun 2, 2014, 8:32:00 AM

I am in fanbox dince a few years. I do not remember what i wrote in my blog? I never visited my blog. I forgot my user name and password. Still i am recelving mails from fanbox, stating I earned 1500 usd. How? I think fanbox is fake

Reply



Leo Osborn Jun 5, 2014, 11:21:00 AM

For anyone & Everyone who might be wondering IF FanBox IPL. (I'll Pay Later), & or "Earnings" is a SCAM or Legit, let me answer that question right now. FanBox "Earnings", & IPL is 100% SCAM!!!!

How do I know this?

Because I have been a Member on that site for approx. 8 months now. I have Dutifully paid my Stupid (SCAM) "IPL-fees" each & every month (until now). I supposedly have some \$4000+ in "Earnings" & at least \$1500 which should be available for "Cash-out" (at this moment); yet everything I have tried or done FanBox has given me Bogus excuses for NOT allowing me to "Cash-out" anything!!!!

Plus I have found an entire LONG page of listings of Individuals such as myself on FanBox with EXACTLY the same issues & problems!!!

Bottom line FanBox "IPL" & "Earnings" is one BIG SCAM.....!!!!

In fact I am currently planning a Class-Action Lawsuit against Fanbox. If you're interested in getting in on this please let me know. Thanks, Leo

Reply



Anonymous Jun 9, 2014, 9:00:00 PM

So far I have received a Unicorn, a Dinosaur I thought extinct, a new leg, and my hair has grown back, and also best of all a recipe for Pumpkin Pie the like of which I have never tasted. Fanbox have sent me almost 3550 Spanish Doubloons and a berth on Christopher Columbus's voyage to America.

Reply



maria hasbarger Jun 23, 2014, 2:09:00 AM

WELCDME TO NOEL BAGITA LOAN HOUSE

Are you a businessman or woman? You are financially stressed or do you need funds to start your own business? Need to settle The debt or a loan to pay off your bills or start a nice business? You Have a low credit score and you are finding it hard to the credit Of the local banks and other financial institutions? Do you need a loan or funding for any reason?

Such as:

- a.) Personal Loan, Business Expansion
- b.) Business Start-up and Education
- c.) Debt Consolidation.

We offer loans at low interest rate of 2%, and no credit check, you can Offer personal loan, debt consolidation loan, venture capital, Business loans, education loans, home loans or "loans for any reason! We offer any much of loan here in star company NOELBAGITALOANHOUSE@HOTMAIL.COM FILL THE LOAN FORM FOR DETAILS.

Borrower's Full Name:

Country:

State:

Contact Address:

Contact Cell Phone Number:

Sex:

Age:

Amount Needed As Loan:

Duration for the Loan:  
 Monthly Income:  
 Purpose of the Loan:  
 Best Regards,  
 Mr. Noel Bagits  
 Loan Officer/ CEO  
 Reply via email: (NOELBAGITALOANHOUSE@HOTMAIL.COM)

Reply

Replies



what\_is\_fanbox Sep 3, 2014, 8:19:00 AM

*This comment has been removed by the author.*

Reply



Chlp 69 Jul 23, 2014, 11:03:00 PM

oh no, i'm can't payment by lagaxy :((

Reply



Anonymous Aug 26, 2014, 8:00:00 AM

ohhh lord.....thanks for your post.....I'm a victim from funbox.....I was hoping to get some money from them.....so i hallowed them to charge my credit card 350 dollars in real money and they did...eit of a sudden they started charging for blogs and adds a did not request.....I tryed to cash out my 2500 dollars funbox balance.... ans since 2010 my account still not mature.....my cash out money still on zero 0 dollars..... wow!!! they got me man I was stupid to fall into this.....I thought paying them this money i get some good money back to pay my blits....but hey nothing.....

my account used to increase in funbox dollars buy the day.....but since i paid 350 dollars...I barely get a message from them if they are not charging some fee.....I really thought it was a real money.....but i will said this guys are good and dont think your smart enough to get their money....they will get yours.....I will hope my bank will get me my money back since i will clame this wonderful scam

Reply



Maurice finance Sep 16, 2014, 9:20:00 PM

Are you are looking for a loan of any kind, in order to solve your financial instability? We wish to inform you that we are here to help you in any way financially. Please E-mail us today to get your emergency loan at an interest rate of 2%.

EMAIL: famousloans@hotmail.com

Reply



Anonymous Sep 27, 2014, 12:15:00 AM

Guys I am sorry about the people who were ditched, but my self I live to play with them, Some time giving them imaginary card number & giving them misleading info, Its really fun, I also would like every one to do them same for their imitation. Me and my friends compete on the money as score money in GTA series not actual one. Now i am thrd with 1400\$+ score wile the first among us is 2100\$+ score I think I can beat him.

Play it as an online game take money as score figures and u will enjoy

Reply

Replies



Anonymous Jul 8, 2015, 6:05:00 PM

Typical sandigger (or just awap the d and the n)

Reply



Forax Fund Manager Oct 3, 2014, 12:28:00 AM

It is advised to check for the authenticity of the site and ask people if what they claim is for real. if the promises sound too good they probably are scams. Beware of sharing your credit card number with them. They will trick you psychologically, so better get a knowledge about latest scam activities in the world.

Reply



Anonymous Oct 28, 2014, 3:10:00 AM

I join this site before 15 days ago. Kindly guide me that "I delete my account from this website or not"???

Reply



Anonymous Nov 11, 2014, 11:18:00 PM

I really think this fanbox is a scam site because you earn but cannot cash out. real fake and scam don't visit that site anymore until they send your cheques. I have earned \$3,070 yet I cannot cash out. Is a SCAM!!

Reply



Erwin Anthony Dec 1, 2014, 3:30:00 AM

Fanbox is really scam & fraud. I am one of the millions fanbox victim. Fanbox charge to my paypal account without permission.

After that: I can not enter to my fanbox account. Fanbox say "wrong password". I click the "Forgot password" then I enter my email, till now no replay from fanbox.

Reply



Anonymous Dec 13, 2014, 12:18:00 AM

If they want to help other people they won't ask u to pay anything..since your working in your account in sharing, posting etc, ur the one who work for it so you need a salary right? thats the money posted in your account so u must not pay anything since your the one who work for it. If any site asking you to pay money even 1 dollar thats a scam..as you notice in promos, contest etc. they will give you the money tax free.. so why fanbox asking for money?

Reply



Anonymous Dec 13, 2014, 12:26:00 AM

If this is for real why they are asking for money? If you won in any contest or promos why they give you your cash or gifts without asking money? It means that fanbox is a scam... certified a scam if they really make people money why its not flash on television?. why is it not famous till now if they give money in an easy way? why there are some bad experience dealing with fanbox? If this is for real I know it will flash on tv, internet, magazine, newspaper, and it will scream on the radio... and it will be famous on all the people in the world.. all people needs money so if you are truly winner in fanbox or if they were true that they are giving away those money then I know all of the people will have their account right away..

Reply



Mata Flora Dec 18, 2014, 2:09:00 PM

I WANT TO APPRECIATE MRS MC CLARA of zenithlofirm30@yahoo.com for sincerely helping me with a loan of \$14,250 after I was duped of \$970 BY THIS RECENT DAYS INTERNET FAKE LOAN LENDERS. life was so full of challenges even to the extent I thought I could never get a loan from any loan lender, until one morning saw a testimony about a woman that got her loan of \$6,840 from Mrs MC CLARA and due to that testimony I applied for a loan and today am so glad am leaving a better life with my kids, Mrs Clara is really one of a kind as I was able to obtain a loan with low stress from this loan company, AND PLEASE BE VERY VIGILANT NOT TO FALL INTO VICTIM OF THIS RECENT DAYS INTERNET FAKE LOAN LENDERS.

and if in-case you are in need of an urgent loan to start up a business, to pay your bill or to consolidate your debts or for personal use, apply for a loan from zenithlofirm30@yahoo.com.

Reply

Replies



Anonymous Mar 2, 2015, 12:46:00 AM

No legitimate loan company uses a yahoo email. more spam.



Anonymous Jul 8, 2015, 8:11:00 PM

Another sandigger running a screwed up scam in broken English. Swap the "N" and the "D" you sorry douche.

---

 Reply


Mark Wilmer Dec 18, 2014, 7:45:00 PM

Moshi Moshi,

Saya Mark Wilmer, pemberi pinjaman kredit pribadi meminjamkan kesempatan seumur hidup.

Apakah Anda memerlukan pinjaman mendesak untuk melunasi utang Anda atau Anda membutuhkan pinjaman untuk meningkatkan bisnis Anda?

Anda telah ditolak oleh

bank dan lembaga keuangan lainnya?

Apakah Anda membutuhkan pinjaman konsolidasi atau hipotek?

mencari jagi karena kami di sini untuk membuat semua masalah keuangan Anda sesuatu dari masa lalu.

Kami meminjamkan dana untuk individu

membutuhkan bantuan keuangan, yang memiliki kredit buruk atau membutuhkan uang

untuk membayar tagihan, untuk berinvestasi di bisnis di tingkat 2%. Saya ingin menggunakan media ini

untuk memberitahu Anda bahwa kami memberikan bantuan yang handal dan penerima dan akan

bersedia untuk menawarkan loan. So menghubungi kami hari ini melalui email:

(worldwideleancinternational@gmail.com)

peminjam DATA

- 1) Nama Lengkap: .....
- 2) Negara: .....
- 3) Alamat: .....
- 4) Negara: .....
- 5) Jenis Kelamin: .....
- 6) Status Pernikahan: .....
- 7) Pekerjaan: .....
- 8) Nomor Telepon: .....
- 9) Posisi Saat di tempat kerja: .....
- 10) Pendapatan Bulanan: .....
- 11) Jumlah Pinjaman Dibutuhkan: .....
- 12) Durasi Pinjaman: .....
- 13) Tujuan Pinjaman: .....
- 14) Agama: .....
- 15) Apakah Anda menerapkan sebelum .....

Terima kasih,  
Mark Wilmer

Reply



Haking zoon Jan 15, 2015, 4:52:00 AM

If you want online purchased Software's any thing buy online I have available virtual credit card if you want buy, contact on 00923153489292

1. Buy verified Paypal account, 100% use In all world all countries,
2. Buy Vcc Virtual credit cards
3. I have all verified accounts available 100%
4. buy payoneer account with usa bank account 100% working paypal
5. Buy Google Adsense account 100% working
6. Make money YouTube with adsensa
7. sale your paypal limited account with \$\$

My name is Mudassir

contact us.00923153489292

Skype. mudassarkhanm86

email. hblbank0@gmail.com

Reply

Replies



Anonymous Jul 6, 2015, 6:13:00 PM

Hey Mudshark, you a stupid sandigger too. Very improper English posting a sales pitch on a blog about a scam. Sofa King Stupid.

---

 Reply





Shahid Saju Feb 20, 2015, 9:11:00 PM

Legit Online Jobs (view mobile) (POSTED AT FANBOX)

Fully Responsive And Optimized For All Devices. \$50 Bonus For New Affiliates. Geo Targeting. Follow Up Emails, Upsells And Downsells. Get Commission On Other Product Promotions. Visit: <http://3ef4b0pyo5mpra1jh4qsrtp7k.hop.clickbank.net?tid=PIXEL>

Reply

Replies



Anonymous Jul 8, 2015, 6:22:00 PM

SCAM (clickbank.net)

SADNIGGER (read the next post to appreciate the English language skill level of the guy that is sending you to a scam link)

Reply



Shahid Saju Feb 20, 2015, 9:14:00 PM

I really appreciate the information you have posted regarding working with fanbox. I do not have have real experience as I am still working on fanbox and have not been paid so far. But of course they have asked me to pay their IPL fees which is dollar 9. Could any one of you guide me shall I pay the IPL fees to the fanbox or not to pay. Please email me shakiradpost@gmail.com. Please remember one of the person already working for fanbox says that it is a genuine site.

Reply



John Anderson Feb 22, 2015, 10:05:00 AM

Cashcrate is a site where you can earn free cash online. If you are someone who needs more money and has some spare time, this site is perfect for you. I have made close to \$3000 using this great Get Paid To Site. The amazing part is I've spent only about 6 hours a week on this site and I've earned \$300 in 1 month! I can't urge you enough to try it out for yourself. <http://www.cashcrate.com/3626426/2>

Reply

Replies



Anonymous Jul 8, 2015, 6:33:00 PM

If you were John Anderson, then YES.

but you can't even write a proper sentence in English great.

Sadnigger from another scam

Reply



Anonymous Feb 24, 2015, 4:32:00 AM

Thank you very much for your effort and time. We all appreciated thanks for sharing.

Quickly and easily notify your financial institution if your credit card has been lost or stolen at the push of a button. We, on your behalf, will contact your issuer to advise them your credit card is no longer in your possession providing you with peace of mind that the window of time between loss and reporting, is closed as soon as possible. For more information: <https://itunes.apple.com/us/app/creditalarm/id951081172>

Reply



Anonymous Feb 28, 2015, 9:58:00 AM

I was a fanbox user since the beginning and I also was a Success Coach, that is something like a customer service, helping other people 7 days on 7. I can say that in the past Fanbox paid me and I got money with this site, but since 1 year they start to not pay people. They have introduced the New User Boost that is a feature that invest your earnings and you cannot control it. Or better you can pull it off, but if you want cash out your 90 days matured earnings you have to be in on position for at least 30 days. The New User boost start to invest IPL credit (that is a credit that fanbox gives to all the user, to be used in the site, and you have to pay the fee for its usage) and the IPL used by the system every time at the end of the 30 days will be more of your 90 days matured earnings, so you cannot cash out. It happened to me 3 many times and I was not able to have my earnings. Fanbox is playing a bad game, as you will hope to be more lucky the next month and then the next and so on. Also do not sell anything in Fanbox, you will never see your earnings as happened to me.

Do not trust In Fanbox. The positive review are made by its Success Coach that are forced to write them by the president Brian Woosley or they will loose their accounts and earnings

Reply



Anonymous Mar 7, 2015, 9:40:00 AM

Project Name : Nasdaq Trading  
Minimum Investment : \$25 (per share)  
ROI: 16% (paid each Friday)  
Earnings will be paid \$1 per share every Friday.  
You can take your funds out every 1st of each month.

Join Now  
<http://dcashproject.com/referral/646363ec>

whatz up: +923216606801

Reply



FAN BOXER Mar 26, 2015, 8:11:00 PM

Fan box is it bullshit No. \_\_\_\_\_ It's Human Shit!

Reply



Purva Sharegistry Apr 15, 2015, 2:00:00 PM

My name is Courtney Bieneman, a citizen of USA; am 41 years of age.. I want to use this medium to inform you all about the goodness of the lord for finally leading me to a really and genuine loan lender named Dr Purva Sharegistry, the managing director of Purva Sharegistry Loan Company after being scammed by other fake lenders, I was hopeless and didn't know who to trust while he came and put a great smile on my face at my greatest surprise. Anyone of you that have also been a victim of scam, you should bother no more cos, I have bring you good news and the only lender you can trust, just contact them now via email: (urganloan22@gmail.com) for more info on how to get your loan. And once again thanks be to Dr Purva Sharegistry for giving me a loan of 154,000.00 USD...

Reply

Replies



Anonymous Jul 8, 2015, 6:37:00 PM

You are a douche bag for sure. What lord are you talking about you nasty Arab scumbag? Don't know about the dollar sign and you're American? NO NO and GO.

Reply



AMOO OLUWATOYIN Apr 19, 2015, 5:06:00 AM

*This comment has been removed by the author.*

Reply



AMOO OLUWATOYIN Apr 19, 2015, 5:08:00 AM

[https://www.facebook.com/groups/1522189158023187/1573873539521415/?comment\\_id=1574178018157634&notif\\_t=group\\_comment](https://www.facebook.com/groups/1522189158023187/1573873539521415/?comment_id=1574178018157634&notif_t=group_comment)

Reply

Replies



Anonymous Jul 8, 2015, 6:39:00 PM

Don't give this idiot a click. The first link was totally wrong technically (comment removed by author), both that one and this one are wrong in terms of being scams

Reply



Ana Brindusa Anghelut Apr 30, 2015, 2:22:00 AM

Hello, "Online fraud" is becoming a global problem, with many new forms, and this article and very helpful, fast or even a blog with lots of info! <https://www.fraudswatch.com>

Reply



Ane Brinduse Anghelus Apr 30, 2015, 2:22:00 AM

Hello, "Online fraud" is becoming a global problem, with many new forms, and this article and very helpful, fast or even a blog with lots of info! <https://www.fraudswatch.com>

Reply



Barry James May 1, 2015, 1:50:00 AM

Hi everybody, I am Barry James, currently living in Canada. I am married at the moment with two kids and I was struck in a financial situation and I needed to refinance and pay for my son medical bill. I tried seeking loans from various loan firms both private and corporate but never with success, and most banks declined my credit. But as God would have it, I was introduced to a private loan lender by a friend and I got a loan sum of 30,000 USD and today am a business owner and my kids are doing well at the moment. So dear, if you must contact any firm with reference to securing a loan with low interest rate of 2% and better repayment plans and schedule, please contact Elvin Morrison he doesn't know that I am doing this but I am so happy now and I decided to let people know more about him, he offers all kinds of loans to both individuals and company and also I want God to bless him more. You can contact his company through this email [elvinloancompany@yahoo.com](mailto:elvinloancompany@yahoo.com)

Reply



John Williams Jun 6, 2015, 8:18:00 PM

Are you looking for a business loan? personal loan, home loan, car loan, student loan, debt consolidation loans, unsecured loans, venture capital, etc... Or has denied a loan by a bank or financial institution for any reason. I am John Williams, a private lender, loans to companies and individuals at a low interest rate and affordable interest rate of 2%. If you interested in? Contact us today at [johnloanfirm101@outlook.com](mailto:johnloanfirm101@outlook.com) and get your loan today

Reply



Elane Rosa Da Silva Jun 8, 2015, 11:46:00 PM

Hi,  
My name is Elane Da Silva

If getting a legit loan online was that easy as stated in all this fabricated loan testimonies that I have been reading through online, then why were my husband and I turned down for a loan online more than twice after been scammed of about \$16,000 United State Dollars? We the loan seekers are the common regular victims of this fake loan stories simply because we are in dire needs we believe in their stories out of desperation to get a loan, but at the end of it all we find out that we have gained nothing but rather loosed the little we have into the hands of this online scammers who claim to be real lenders. The lenders told us to pay some few amount for insurance because they said that we were high risk! How is that? I still don't understand how! how can a lender be requesting several fees from a borrower? If that borrower was having money would he or she have come along to ask for a loan?? Those lenders deceived my husband and I of getting a loan and we thought it was all real because we never believed that there was anytime as an online loan scam and they had all pay all we had to them and due to the way things were moving we had to close out our business over here as we could not meet up with the customers needs any longer because we sold all most every single goods we had and we could not replace them as we thought that we could do so if we get our requested loan amount... yes!! we were scammed by two different lenders online! a customer who was also a closed friend to the family saw the way things were so bad and decided to introduce us to a loan company but we refused any further loan offer because we had concluded that all of them were scams but he insisted as he opened up of getting a loan from them but we believed him at a spot after he opened up because we knew him from the onset to be a man of unquestionable character who was always known for his words and we applied with this company that he called CREDIT PREMIER INTL but prior to our application with this email address: [creditpremierintl@outlook.com](mailto:creditpremierintl@outlook.com), that he provided to us we quickly lookup this loan company in Google so that we could be sure that they were legit... yes!! it was to my own satisfaction and I applied but God was so kind that he led us through and we got our loan... Oh well, I'm just glad that we got our loan without been scammed or any stress. Email: [creditpremierintl@outlook.com](mailto:creditpremierintl@outlook.com), Telephone: +1 619 478 6459, [www.facebook.com/creditpremierintl](https://www.facebook.com/creditpremierintl)

Elane Da Silva, you can reach me on my official email address [elanerosadesilva@gmail.com](mailto:elanerosadesilva@gmail.com).

Reply



Anonymous Jun 14, 2015, 7:24:00 PM

scam!!!

Reply

anita zunon Jun 23, 2015, 2:17:00 AM



Hello Everybody,

My name is Mrs Anita. I live in UK London and I am a happy woman today? and I told my self that any lender that rescue my family from our poor situation, I will refer any person that is looking for loan to him, he gave me happiness to me and my family, I was in need of a loan of \$250,000.00 to start my life all over as I am a single mother with 3 kids I met this honest and GOD fearing man loan lender that help me with a loan of \$250,000.00 U.S. Dollar, he is a GOD fearing man, if you are in need of loan and you will pay back the loan please contact him tell him that is Mrs Anita, that refer you to him, contact Mr.Robert via email: (robertfinancial\_loancompany@yahoo.com) Thank you

Reply

Replies



Anonymous Jul 8, 2015, 6:42:00 PM

You need to learn English, maybe that's why you're not making out well in England.

Reply



Kelvin Rachel Jun 23, 2015, 2:25:00 AM

Hello everyone am here to testify how I got my loan from Mr Akisu. after I applied several times from various loan lenders who claimed to also testify right in this forum, I thought the testimonies were real and I applied but they never gave me loan. I was in need of an urgent loan to start a business and I applied from various loan lenders who promised to help but they never gave me the loan. Until a friend of mine introduce me to Mr Akisu. who promised to help me and indeed he did as he promised without any form of delay. I never thought there are still reliable loan lenders until I met Mr Akisu, who are indeed helped with the loan and changed my belief. I don't know if you are in any way in need of a genuine and urgent loan, free feel to contact Mr Akisu via his email (Akisulloancompany@gmail.com) Thank you may God bless you

Reply



Anonymous Jun 25, 2015, 1:56:00 PM

I have lose the money in fan box. I want do public this. Fanbox is not for you.

Reply



Anonymous Jul 1, 2015, 6:37:00 AM

Awww I have 20,000 in savings too bad fanbox is just a scam :(

Reply



Expert English Jul 3, 2015, 11:37:00 PM

Dicari investor/mitra pendanaan untuk usaha Wamet di Jalan HQS Cokroaminoto Yogyakarta. Sistem bagi hasil/sistem bunga dengan perhitungan investor mendapat 3-4 persen perbulan (bisa dinegosiasikan). Untuk pertanyaan lain dan potensi pendapatan perbulan bisa langsung menghubungi kami, atau apabila Anda bertempat tinggal di Yogya, bisa mengobrol dan bertanya-tanya dulu dengan kami agar bisa tahu lebih jelas mengenai Investasi ini. Terimakasih.

Andhi  
081578859506

Reply



PK786 pkpk Jul 9, 2015, 10:49:00 AM

Total fraud scam fuck it

Reply



John Williams Jul 9, 2015, 8:27:00 PM

Are you looking for a business loan? personal loan, house loan, car loan, student loan, debt consolidation loan, unsecured loans, venture capital, etc. ... Or have you been refused a loan by a bank or a financial institution for any reasons, I am John Williams, a private lender, lending to businesses and individuals in a low and affordable interest rate of 2% interest rate. If interested? Contact us today at (johnloanfirm101@outlook.com) and get your loan today

Reply

Raff Harris Aug 8, 2015, 2:55:00 AM

Hi,



Thanks for the information about this Really nice Post : <http://goo.gl/bBd7ob>

Reply



Heather Aug 9, 2015, 8:31:00 AM

<http://www.realscam.com/fb/fanbox-scam-legit-fanbox-lawsuit-against-numerous-does-2082/index3.html#post88795>

The Fanbox goon of an attorney has listed this site in a screwball lawsuit designed to silence legitimate critics. Don't be intimidated by these tactics!

Reply

Enter your comment...

Comment as: Google Account ▼

Publish

Preview

[Home](#)

[Older Post](#)

[Subscribe to: Post Comments \(Atom\)](#)

Simple template. Powered by Blogger.

EXHIBIT C

Jobs Companies Salaries Interviews

Search...

Employers

Post a Job

Sign In

**Fanbox**

www.fanbox.com

56  
Reviews26  
Salaries11  
Interviews

There are newer employer reviews for Fanbox

See Most Recent

Jan 3, 2013

Helpful (11)

**"Horribly unethical company "**

▼ Former Employee - Anonymous Employee in San Diego, CA

Doesn't Recommend

CEO

I worked at Fanbox full-time (More than a year)

**Pros**

NONE except San Diego as a place to work

**Cons**

Highly unethical company with really shoddy business practices. Immoral and illegal activities

Helpful (11)

Other Employee Reviews for Fanbox

Sep 5, 2012

Helpful (7)

**"Overworked, underpaid, never compensated "**

▼ Former Intern - Biz Sales Dev in San Diego, CA

Doesn't Recommend

Negative Outlook

CEO

I worked at Fanbox as an intern (Less than a year)

**Pros**

Good internship because I was actually doing an actual employee's job

**Cons**

Lawsuits left and right, company never ended up paying half of their employees, and terrible upper management

**Advice to Management**

Take care of your employees first

Helpful (7)

Apr 19, 2012

Helpful (1)

**"Extremely passionate employees who strive to make a positive impact on peoples' lives. "**

▼ Former Employee - Anonymous Employee in San Diego, CA

Recommends

CEO

**Pros**

Friendly and passionate staff, open communication lines, company provided lunch and dinner, opportunities for growth, motivated to improve the lives of others through opportunity, and a growing company.

**Cons**

No health or dental insurance offered, understaffed, some holidays are working, and some of the computers could use an update.

**Advice to Management**Work in HR or Recruiting?  
Get your free employer account

## Wrongfully Terminated?

Talk to a local attorney today via phone/email.  
Easy & Confidential.**Jobs You May Like**Dell Campus Representative -  
Military base program - Naval  
BaseMosaic Sales Solutions - San  
Diego, CASSI - Sr. Engineer Systems  
Software Storage Solutions -  
San Diego, CASamsung Semiconductor - San  
Diego, CASoftware Engineer  
SunGard Public Sector - San  
Diego, CAVice President, Client Relations  
Key Benefit Administrators -  
San Diego, CARelease Engineer  
Sony Playstation - San Diego,  
CASupport  
Any System,  
Any Device,  
Anywhere!**BOMGAR**

FREE TRIAL

**Job Seekers Also Viewed**

empowr Reviews

54 Reviews

Underground Elephant Reviews

56 Reviews



**Advice to Management**

Keep instilling your passion to succeed on your staff and you will soon achieve what you set out to. Try doing the energy event more often, it's a great way to end the week and enjoy the company of your peers.

**Helpful (1)**

ID Analytics Reviews

19 Reviews

Classy Reviews

19 Reviews

## Sponsored Jobs



**Staff Software Engineer**  
Walmart eCommerce – San Diego,  
CA



**Advertising Sales Representative  
(Premise)**  
YP – San Diego, CA

**Related Job Search**

Sales jobs

Sales salaries (\$61k)

Graphic Designer jobs

Graphic Designer salaries (\$46k)

Teacher jobs

Teacher salaries (\$45k)

Computer Programmer jobs

Computer Programmer salaries (\$64k)

Reviews &gt; Fanbox

There are newer employer reviews for Fanbox

[See Most Recent](#)**Also Try**

Reviews

Fanbox Reviews

**Work at Fanbox? Share Your Experiences****Fanbox**

Click to Rate

Start your review...

OR

Add Salary  
Add Benefit  
Add Interview

**BEST INTERVIEW  
ANSWERS****TOP INTERVIEW  
QUESTIONS****20 JOB  
INTERVIEW TIPS****INTERVIEW  
QUESTIONS  
& ANSWERS**

Glassdoor

About Us

Careers

Research

Employers

Talent Solutions

Employer Center

Post a Job

Community

Help Center

Guidelines

Terms of Use

Privacy &amp; Cookies

Work With Us

Job Boards

Advertisers

Developers

[United States](#)

[Salaries by Job](#) [Salaries by Company](#) [Salaries by City](#) [Reviews by Company](#) [Interview Questions by Job](#) [Interviews by Company](#) [Benefits by Company](#) [Jobs by Title](#)  
[Jobs by Company](#) [Jobs by City](#)

Copyright © 2008–2015, Glassdoor. Glassdoor® is a registered trademark of Glassdoor, Inc.



Jobs Companies Salaries Interviews

Search...

Employers

Post a Job

Sign In



**Fanbox**  
www.fanbox.com

Add Photos

56  
Reviews

26  
Salaries

11  
Interviews

There are newer employer reviews for Fanbox

See Most Recent

Jan 21, 2014

Helpful (5)

**"Horribly Unethical "**

▼ Former Employee - Anonymous Employee in San Diego, CA

Doesn't Recommend

Negative Outlook

CEO

I worked at Fanbox full-time (Less than a year)

**Pros**

Located in San Diego, lunch and dinner provided, fun social events

**Cons**

Where do I begin? Extremely long hours, expectations from management are a moving target, extremely unprofessional working environment, unethical business practices, no work/life balance, cult-like devotion required of all employees, no benefits, uncompetitive pay, zero training. The list goes on and on

**Advice to Management**

Learn to conduct yourselves in a professional manner, treat your employees better, pay them competitive wages and start offering benefits

Helpful (5)

## Other Employee Reviews for Fanbox

Jan 10, 2014

Helpful (6)

**"This company is notorious for changing their name to avoid their bad reputation, and angry customers. "**

▼ Former Employee - Anonymous Employee in San Diego, CA

Doesn't Recommend

Negative Outlook

CEO

I worked at Fanbox full-time (Less than a year)

**Pros**

Located in downtown San Diego

**Cons**

Extremely long hours CEO has the tendency to loose his patience and yell at his employees Parking in downtown is expensive if you do not live there, no company compensation CEO tends to get out of hand at company outings, and drinks more than his employees Unprofessional working environment

**Advice to Management**

My advice to management is to invest more in the employees, and to keep Mike away from them. Mike is the CEO, but he is also the reason why the company is failing.

Helpful (6)

Jan 13, 2014

Helpful (5)

**"Was Not a Good Experience "**

▼ Former Contractor - Anonymous Contractor

Doesn't Recommend

Negative Outlook

CEO

I worked at Fanbox as a contractor (More than a year)

**Work in HR or Recruiting?**  
Get your free employer account

## Wrongfully Terminated?

Talk to a local attorney today via phone/email.  
Easy & Confidential.

## Jobs You May Like



**Dell Campus Representative -**  
Military base program - Naval Base

Mosaic Sales Solutions - San Diego, CA



**SSI - Sr. Engineer Systems**  
Software Storage Solutions - San Diego, CA

Samsung Semiconductor - San Diego, CA



**Software Engineer**  
SunGard Public Sector - San Diego, CA



**Vice President, Client Relations**  
Key Benefit Administrators - San Diego, CA



**Release Engineer**  
Sony Playstation - San Diego, CA

Start Free Quote

## Job Seekers Also Viewed



**empowr Reviews**  
54 Reviews



**Underground Elephant Reviews**  
56 Reviews

Jobs Companies Salaries Interviews

Search...

Employers

Post a Job

Sign In



Work in HR or Recruiting?  
Get your free employer account

56  
Reviews

26  
Salaries

11  
Interviews

There are newer employer reviews for Fanbox

See Most Recent

Jan 16, 2015

Helpful (3)

**"It seemed ok, then the curtain was pulled back. "**

▼ Former Employee - Systems Administrator in San Diego, CA

Doesn't Recommend

Negative Outlook

CEO

#### Pros

Pay was alright comparatively. They fed you.

#### Cons

CEO busted for Mail Fraud kind of made me exit quickly as to keep my own security clearance. Long hours, terrible parking that costs you a days pay every week just to go to work. Traffic downtown sucks. Terrible benefits. The weekly meetings with the entire company where people stood up and said "when I'm a millionaire" got fairly old quick and felt like a "cult" following rather than an employee-employer relationship... and no one but the head honcho became a millionaire anyway. Oh and the weirdo speed walking Olympic guy... the one who kept track of how many high fives you gave people around the office... that was just spooky. Being in my role I had access to strange documents on the network shares and the spreadsheet showing when you will be laid off was strange. It kept tally of your high fives and "enthusiasm". Place was just weirded out like a cult.

#### Advice to Management

fire yourself.

Helpful (3)

Other Employee Reviews for Fanbox

Oct 26, 2014

**"I like working for Fanbox, great experience! "**

▼ Current Contractor - Marketing Assistant in Detroit, MI

Recommends

Positive Outlook

CEO

I have been working at Fanbox as a contractor (More than a year)

#### Pros

I have ability to use my skills and talents. Company supports me in everything. I have ability to work in a great team and to learn many things from others. It's very friendly and I'm very happy to belong here.

#### Cons

I can't think of anything at this moment.

#### Advice to Management

You are doing a great job! Just continue such!

Helpful

May 19, 2014

Helpful (1)

**"Great growth potential surrounded by smart and supportive people "**

▼ Current Employee - Customer Support in Detroit, MI

Recommends

Positive Outlook

CEO

I have been working at Fanbox full time (More than 2 years)

## Wrongfully Terminated?

Talk to a local attorney today via phone/email. Easy & Confidential.

### Jobs You May Like



Dell Campus Representative - Military base program - Naval Base

Mosaic Sales Solutions - San Diego, CA



SSI - Sr. Engineer Systems Software Storage Solutions - San Diego, CA

Samsung Semiconductor - San Diego, CA



Software Engineer SunGard Public Sector - San Diego, CA



Vice President, Client Relations Key Benefit Administrators - San Diego, CA



Release Engineer Sony Playstation - San Diego, CA

**Meet Your Military Education Expert**

Contact Richard, at Fort Hood

**EXCELSIOR COLLEGE.**  
CENTER FOR MILITARY EDUCATION

### Job Seekers Also Viewed



empowr Reviews

54 Reviews



Underground Elephant Reviews

56 Reviews



56  
Reviews26  
Salaries11  
Interviews

There are newer employer reviews for Fanbox

See Most Recent

Jan 10, 2014

Helpful (6)

### "This company is notorious for changing their name to avoid their bad reputation, and angry customers. "

▼ Former Employee - Anonymous Employee in San Diego, CA

Doesn't Recommend

Negative Outlook

CEO

I worked at Fanbox full-time (Less than a year)

#### Pros

Located in downtown San Diego

#### Cons

Extremely long hours CEO has the tendency to lose his patience and yell at his employees Parking in downtown is expensive if you do not live there, no company compensation CEO tends to get out of hand at company outings, and drinks more than his employees Unprofessional working environment

#### Advice to Management

My advice to management is to invest more in the employees, and to keep Mike away from them. Mike is the CEO, but he is also the reason why the company is failing.

Helpful (6)

#### Other Employee Reviews for Fanbox

Jan 13, 2014

Helpful (5)

### "Was Not a Good Experience "

▼ Former Contractor - Anonymous Contractor

Doesn't Recommend

Negative Outlook

CEO

I worked at Fanbox as a contractor (More than a year)

#### Pros

All the good things I was told turned out to not be grounded in reality.

#### Cons

Constantly changing metrics on quality assessment of work done often with no notice, little to no communication from management regarding expectations or changes. Little to no real customer service for members. Extremely long hours per day expected in exchange for little compensation. This is because if you work long hours laying the groundwork that's been going on for 7 years, you will have the chance to maybe get included in stock options! Despite the promises of "Open Communication" you're only allowed to agree that FanBox is awesome and it's not a scam. Even their Instagram account has a photo of a sign on a cubical that reads, "Drink the Kool-Aid." And I did until commonsense showed me this is just a lot of smoke and mirrors to part people from their money. Definite unsavory practices.

#### Advice to Management

Saying you're doing it for charity doesn't make doing anything okay.

Helpful (5)

Feb 27, 2013

Helpful (7)

Work in HR or Recruiting?  
Get your free employer account

## Wrongfully Terminated?

Talk to a local attorney today via phone/email.  
Easy & Confidential.

#### Jobs You May Like



Dell Campus Representative -  
Military base program - Naval  
Base

Mosaic Sales Solutions - San  
Diego, CA



SSI - Sr. Engineer Systems  
Software Storage Solutions -  
San Diego, CA  
Samsung Semiconductor - San  
Diego, CA



Software Engineer  
SunGard Public Sector - San  
Diego, CA



Vice President, Client Relations  
Key Benefit Administrators -  
San Diego, CA



Release Engineer  
Sony Playstation - San Diego,  
CA

**Best Interview Answers**

**Top Interview Questions**

**20 Job Interview Tips**

**Interview Questions & Answers**

#### Job Seekers Also Viewed



empower Reviews  
54 Reviews



Underground Elephant Reviews  
56 Reviews

"There's a lot of work that needs to be done"

▼ Former Employee - Anonymous Employee

Doesn't Recommend

Negative Outlook

CEO

#### Pros

Free lunches and dinner, group outings, casual dress code

#### Cons

Very low pay for the amount of responsibility they put on you, no benefits, very high turn over rate, zero training

#### Advice to Management

If you want your employees to stay then maybe give up the free lunches and dinners and try paying them more.

Helpful (7)



Staff Software Engineer

Walmart eCommerce - San Diego, CA



Advertising Sales Representative (Premise)

YP - San Diego, CA

Sponsored Jobs

#### Related Job Search

Sales jobs

Sales salaries (\$61k)

Graphic Designer jobs

Graphic Designer salaries (\$46k)

Teacher jobs

Teacher salaries (\$45k)

Computer Programmer jobs

Computer Programmer salaries (\$64k)

Reviews > Fanbox

There are newer employer reviews for Fanbox

[See Most Recent](#)

#### Also Try

Reviews

Fanbox Reviews

#### Work at Fanbox? Share Your Experiences



Fanbox

Click to Rate

Start your review...

OR  
Add Salary  
Add Benefit  
Add Interview

Glassdoor

About Us

Careers

Research

Employers

Talent Solutions

Employer Center

Post a Job

Community

Help Center

Guidelines

Terms of Use

Privacy & Cookies

Work With Us

Job Boards

Advertisers

Developers

United States

[Salaries by Job](#) [Salaries by Company](#) [Salaries by City](#) [Reviews by Company](#) [Interview Questions by Job](#) [Interviews by Company](#) [Benefits by Company](#) [Jobs by Title](#)  
[Jobs by Company](#) [Jobs by City](#)

Jobs Companies Salaries Interviews

Search...

Employers

Post a Job

Sign In



**Fanbox**  
www.fanbox.com

56  
Reviews

26  
Salaries

11  
Interviews

There are newer employer reviews for Fanbox

See Most Recent

Jan 13, 2014

Helpful (5)

### "Was Not a Good Experience "

▼ Former Contractor - Anonymous Contractor

Doesn't Recommend

Negative Outlook

CEO

I worked at Fanbox as a contractor (More than a year)

#### Pros

All the good things I was told turned out to not be grounded in reality.

#### Cons

Constantly changing metrics on quality assessment of work done often with no notice, little to no communication from management regarding expectations or changes. Little to no real customer service for members. Extremely long hours per day expected in exchange for little compensation. This is because if you work long hours laying the groundwork that's been going on for 7 years, you will have the chance to maybe get included in stock options! Despite the promises of "Open Communication" you're only allowed to agree that FanBox is awesome and it's not a scam. Even their Instagram account has a photo of a sign on a cubical that reads, "Drink the Kool-Aid." And I did until commonsense showed me this is just a lot of smoke and mirrors to part people from their money. Definite unsavory practices.

#### Advice to Management

Saying you're doing it for charity doesn't make doing anything okay.

Helpful (5)

Other Employee Reviews for Fanbox

Feb 27, 2013

Helpful (7)

### "There's a lot of work that needs to be done "

▼ Former Employee - Anonymous Employee

Doesn't Recommend

Negative Outlook

CEO

#### Pros

Free lunches and dinner, group outings, casual dress code

#### Cons

Very low pay for the amount of responsibility they put on you, no benefits, very high turn over rate, zero training

#### Advice to Management

If you want your employees to stay then maybe give up the free lunches and dinners and try paying them more.

Helpful (7)

Jan 3, 2013

Helpful (11)

### "Horribly unethical company "

▼ Former Employee - Anonymous Employee in San Diego, CA

Doesn't Recommend

CEO

Work in HR or Recruiting?  
Get your free employer account

## Wrongfully Terminated?

Talk to a local attorney today via phone/email.  
Easy & Confidential.

### Jobs You May Like



Dell Campus Representative -  
Military base program - Naval  
Base

Mosaic Sales Solutions - San  
Diego, CA



SSI - Sr. Engineer Systems  
Software Storage Solutions -  
San Diego, CA

Samsung Semiconductor - San  
Diego, CA



Software Engineer  
SunGard Public Sector - San  
Diego, CA



Vice President, Client Relations  
Key Benefit Administrators -  
San Diego, CA



Release Engineer  
Sony Playstation - San Diego,  
CA

### Job Seekers Also Viewed

empowr Reviews

54 Reviews

Underground Elephant Reviews

56 Reviews



Doesn't Recommend

CEO

I worked at Fanbox full-time (More than a year)

**Pros**

NONE except San Diego as a place to work

**Cons**

Highly unethical company with really shoddy business practices. Immoral and illegal activities

**Helpful (11)**

Sponsored Jobs



Staff Software Engineer

Walmart eCommerce - San Diego,  
CAAdvertising Sales Representative  
(Premise)

YP - San Diego, CA

Reviews &gt; Fanbox

There are newer employer reviews for Fanbox

[See Most Recent](#)**Also Try**

Reviews

Fanbox Reviews

**Work at Fanbox? Share Your Experiences**

Fanbox

Click to Rate

Start your review...

Add Salary  
OR Add Benefit  
Add Interview**Film Jobs (Hiring Now)**

Film Positions Open. Hiring Now - Apply Today!

○○

ID Analytics Reviews

19 Reviews

Classy Reviews

19 Reviews

**Related Job Search**

Communications Specialist Jobs

Communications Specialist salaries (\$50k)

Product Analyst Jobs

Product Analyst salaries (\$67k)

QA Analyst Jobs

QA Analyst salaries (\$63k)

Sales Jobs

Sales salaries (\$61k)

[Glassdoor](#)[About Us](#)[Careers](#)[Research](#)[Employers](#)[Talent Solutions](#)[Employer Center](#)[Post a Job](#)[Community](#)[Help Center](#)[Guidelines](#)[Terms of Use](#)[Privacy & Cookies](#)[Work With Us](#)[Job Boards](#)[Advertisers](#)[Developers](#)[United States](#)[Salaries by Job](#) [Salaries by Company](#) [Salaries by City](#) [Reviews by Company](#) [Interview Questions by Job](#) [Interviews by Company](#) [Benefits by Company](#) [Jobs by Title](#)  
[Jobs by Company](#) [Jobs by City](#)

Copyright © 2008–2015, Glassdoor. Glassdoor® is a registered trademark of Glassdoor, Inc.

1 Daniel J. Navigato, Esq. (SBN 164233)  
2 Michael W. Battin, Esq. (SBN 183870)  
3 Travis M. Bray, Esq. (SBN 235763)  
4 Stephanie J. Sciarani, Esq. (SBN 279760)  
5 NAVIGATO & BATTIN, LLP  
6 755 West A Street, Suite 150  
7 San Diego, California 92101  
8 Tel. (619) 233-5365  
9 Fax (619) 233-3268

10 Attorneys for Plaintiff SMS.AC, INC.

**FILED**  
SAN DIEGO SUPERIOR COURT

SEP 09 2015

G. MACEDD Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**  
13 **UNLIMITED CIVIL**

14 SMS.AC, INC., a Delaware corporation  
15 Plaintiff,

16 v.

17 JOHN DOE and DOES 1 to 100,  
18 Defendants.

CASE NO.: 37-2015-00025687-CU-DF-CTL  
Judge: Hon. Eddie C. Sturgeon  
Dept.: C-67

**DECLARATION OF BRIAN WOOSLEY IN  
SUPPORT OF PLAINTIFF'S EX PARTE  
MOTION FOR EXPEDITED DISCOVERY  
OR IN THE ALTERNATIVE AN ORDER  
SHORTENING TIME**

**[IMAGED]**

Hearing:  
Date: September 22, 2015  
Time: 8:30 a.m.  
Dept: C-67

19 I, Brian Woosley, declare as follows:

- 20 1. I am the President of SMS.AC, INC. ("SMS"), Plaintiff in the above-entitled action.  
21 2. If called upon to provide testimony, I am willing and able to testify to personal

22 knowledge alleging the following facts.

23 ////

1 is promoted on the company's social network, www.fanbox.com, and sold through the company's mobile  
2 billing infrastructure. Content providers, as well as SMS community members, promote the content  
3 themselves and earn revenue from content sales. To promote content, community members can send  
4 emails through Fanbox to the contacts in their address books, encouraging them to join FanBox and  
5 support content other community members have posted.

6 4. Since 2004, SMS has done business under the trade name "FanBox" and is the owner and  
7 operator of www.fanbox.com. Over the past eleven years, SMS has established a good reputation as an  
8 innovative, customer and employee friendly company in the global digital marketplace.

9 5. Recently, SMS has become the target of a series of defamatory posts on the internet, the  
10 contents of which are displayed in Exhibits A-C attached to the Declaration of Michael W. Battin. The  
11 content of the posts are untrue. SMS does not "provide fake earning reports", "compromise[] personal  
12 and financial detail" "phish" passwords or "spam" users' friends or conduct any of the other untruthful  
13 and potentially criminal acts the posts assert. Furthermore, contrary to the statements of ex-employees,  
14 SMS does not require a "cult-like devotion" of its employees and has never failed to "pay[] half of their  
15 employees." SMS prides itself in the treatment of its employees and strives to maintain an open  
16 relationship with its employees as part of its company culture.


17 6. As a result of the defamatory posts, SMS's business reputation has been tarnished. Potential new  
18 members of FanBox, existing FanBox members, and employees have informed SMS that they have read  
19 the posts. SMS has had difficulty persuading new members to join FanBox, retaining existing members,  
20 all of which have caused SMS to lose revenue. Furthermore, the defamatory posts have deterred  
21 potential employees from seeking employment with SMS.

22 7. Up until February 2013, all SMS employees were required to execute a written "Nondisclosure  
23 and Confidentiality Agreement" ("Agreement"). A true and correct copy of said Agreement is attached  
24 hereto as Exhibit "D." It is my opinion and belief that many of the ex-employees making the defamatory  
25 statements at issue were employed during the time period this Agreement was used and therefore are  
26 bound by its terms.

27 ////



1 I declare under penalty of perjury under the laws of California that the foregoing is true and  
2 correct, and that this declaration was executed this 3 day of September, 2015.

3  
4   
5 Brian Woosley  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



## NONDISCLOSURE, CONFIDENTIALITY, AND INNOVATIONS ASSIGNMENT AGREEMENT

This agreement is entered into as of the date set forth on the signature page between ServHost, a Delaware LLC ("Company"), and the undersigned Employee of Company ("Employee").

### 1. UNDERLYING FACTS

- a. To enable Employee to perform services on behalf of Company, Employee will be provided access to and become acquainted with certain Confidential/Proprietary Information which is used by Company in the operation of its business which gives Company certain advantages over its competitors and which has been and will continue to be acquired and developed by Company and Company personnel.
- b. While performing services for Company, Employee may develop Innovations that are related to or useful to Company's business.
- c. As a condition to and in consideration of Employee's employment or engagement by Company and the payment of compensation, issuance of stock and stock options and/or provision of other benefits to Employee, as applicable, Employee shall safeguard the Confidential/Proprietary Information, protect the business interests of Company from unfair business practices and unlawful competition and hereby transfers and assigns any work product and Innovations created by Employee during the term of Employee's employment or engagement to Company in accordance with the terms and conditions of this agreement.
- d. The capitalized terms in this agreement shall have the meanings set forth in attached Schedule A.

### 2. CONFIDENTIAL/PROPRIETARY INFORMATION

- a. Protection of Confidential/Proprietary Information. At all times during and after Employee's employment or engagement, Employee shall hold in trust, keep confidential and not disclose to any third party or make any use of any Confidential/Proprietary Information except for the benefit of Company. Employee shall comply with all procedures adopted from time to time by Company to preserve the confidentiality of Confidential/Proprietary Information. Except as required for Employee to discharge Employee's obligations to Company, Employee shall not at any time, whether before or after termination of Employee's employment or engagement with Company, either directly or indirectly, in any individual or representative capacity (i) duplicate, photocopy, transcribe, remove, forward or send any Confidential/Proprietary Information from Company's premises; or (ii) use, disclose or make known to any other person or business entity any Confidential/Proprietary Information, including any Confidential/Proprietary Information disclosed to or developed by or through the efforts of Employee or other Company personnel, without first obtaining the prior written consent of Company. In addition, during employment with Company, employee shall not use any type of wireless laptop computer while performing functions for the benefit of Company, unless to the extent and in the manner specifically authorized in writing by the an officer of the Company. It is acknowledged and understood that all of the Confidential/Proprietary Information belonging to Company is presumed to be valuable and capable of protection under the Trade Secrets Act. Employee acknowledges that these restrictions are reasonable and are premised upon the rationale that the insecure means by which information is transmitted to/from the wireless laptop computer poses a significant security risk for Company.
- b. Ownership of Confidential/Proprietary Information. By providing Employee with access to the Confidential/Proprietary Information, neither Company nor its Affiliates are waiving any proprietary rights, confidentiality privilege or trade secret protection associated with such Confidential/Proprietary Information, nor is Company or its Affiliates granting or creating any license in favor of Employee to use the Confidential/Proprietary Information. Employee acknowledges Company or its Affiliates, as the case may be, retain the sole and exclusive rights, title and interest in and to all Confidential/Proprietary Information.
- c. Return of Confidential/Proprietary Information.
  - i. All original versions and copies of Confidential/Proprietary Information and all Company Records in the possession or control of Employee shall be returned to Company promptly within twenty-four (24) hours of Company's request, or upon the termination (voluntary or otherwise) of Employee's employment or engagement with Company. Employee shall not retain any Company Records or other written or tangible materials of Company or its Affiliates.
  - ii. Upon termination of Employee's employment or engagement with Company, Employee recognizes Company may deem it advisable to notify Employee's new employer or customers that Employee has had access to Confidential/Proprietary Information and that Employee is under a continuing legal obligation to not disclose such Confidential/Proprietary Information. By execution of this agreement, Employee authorizes Company to send such notice. In addition, if the employee has utilized a laptop computer in performance of Employee's employment, Employee specifically agrees that the Company is entitled to examine said laptop computer prior to Employee's termination and further agrees to voluntarily surrender such laptop computer to Company upon

demand, and that Company may delete and/or transfer any or all files, which Company may determine, in its sole discretion, contains the Confidential/Proprietary Information, either in whole or in part, of the Company.

- d. **Authorized Disclosure.** If Employee is required to disclose any Confidential/Proprietary Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or regulatory administrative body that has the power to compel Employee to disclose Confidential/Proprietary Information, Employee agrees (i) to notify Company immediately of the existence, terms and circumstances surrounding such request; (ii) to consult with Company regarding such request; (iii) to take those actions requested by Company that are legally available to resist or narrow such request; (iv) to disclose Confidential/Proprietary Information only if such disclosure is required under law in the written opinion of Employee's counsel (a copy of which shall be provided to Company prior to any such disclosure) and then only to the minimum extent required by law; and (v) to exercise Employee's best efforts to assist Company in obtaining a court order or other reliable assurance that confidential treatment will be accorded to any Confidential/Proprietary Information disclosed.
  - e. **Liability.** Employee acknowledges the unauthorized taking of any Confidential/Proprietary Information which constitutes a trade secret of Company (i) may result in civil liability under Delaware Civil Code Title 6, Section 2001 et seq., and if willful, may result in an award for double the amount of Company's damages and attorneys' fees; and (ii) may be a crime under Delaware Criminal Code Title 11, Section 857, punishable by imprisonment for a time not exceeding one year, or by fine not exceeding \$5,000, or both.
  - f. **Judicial Relief.** A breach by Employee of any of the promises or agreements contained herein will result in irreparable and continuing damage to ServHost for which there may be no adequate remedy at law. Accordingly, ServHost shall be entitled to injunctive relief and/or a decree for specific performance to prohibit unlawful publication of Confidential/Proprietary Information. In addition, ServHost will be entitled to liquidated damages of one million dollars (\$1,000,000) per individual violation, per each calendar day that said violation continues, as well as all attorney fees and costs incurred, relative thereto. Additionally, at the sole discretion of Company, an election may be made, at any time, to seek monetary damages, in lieu of the liquidated damages. Said monetary damages shall be subject to proof.
3. **PRIOR KNOWLEDGE AND RELATIONSHIPS**
- a. **Prior Commitments.** Employee has no other agreements, relationships or commitments to any other person or entity which conflict with Employee's obligations to Company under this agreement.
  - b. **Proprietary Information and Trade Secrets of Others.** Employee shall not use or disclose to Company any proprietary information or trade secrets of any third party, including Employee's prior employers. If Employee believes Employee's job duties may lead to the use or disclosure of proprietary information or trade secrets of a third party, Employee shall notify Employee's supervisor of the situation immediately. Employee represents and warrants that Employee has returned all proprietary and Confidential/Proprietary Information belonging to all prior employers. Employee further represents and warrants that all services performed by Employee for Company and all work product and innovations of Employee shall be of original development and shall not infringe upon or violate any patent, copyright, trade secret or any other property rights of any third party.
4. **NON SOLICITATION OF BUSINESS CONTACTS**
- a. Employee shall not at any time, directly or indirectly, in any individual or representative capacity, use Company's Confidential/Proprietary Information to:
    - i. Solicit, divert or take away from Company, or attempt to divert or take away from Company, any of Company's customers, venture partners, vendors, suppliers or manufacturers, including, but not limited to, those that Employee provided services to, called upon or became acquainted with while employed or engaged by Company; or
    - ii. Induce, influence, advise or encourage any of Company's customers, venture partners, vendors, suppliers or manufacturers to withdraw, curtail or cancel their business with Company, to terminate, discontinue or not renew their engagement or agreement with Company or to violate or breach any agreement with Company.
5. **NON SOLICITATION OF PERSONNEL**
- a. For a period of 2 years following termination of Employee's employment or engagement, Employee shall not at any time, directly or indirectly, in any individual or representative capacity:
    - i. Solicit, recruit, divert or take away from Company, or attempt to divert or take away from Company, any person who is engaged by Company as an employee, Employee, consultant, independent contractor or in any other capacity; or
    - ii. Induce, influence, advise or encourage any person who is engaged by Company as an employee, Employee, consultant, independent contractor or in any other capacity to terminate, discontinue or not renew such employment or engagement with Company or to violate or breach any agreement with Company.

6. **NONCOMPETITION.** While employed or engaged by Company, Employee shall not (i) engage or participate in or provide financial accommodations for the benefit of any person or business entity that is or may become a Competitor of Company; or (ii) undertake planning for or the organization of any Competitor or conspire with any third party for the purpose of organizing any such Competitor. As a condition of becoming employed by Company, employee agrees not to compete with Company during the period of employment and for one (1) year following termination of employment, unless employee can prove that such competition would not involve use or disclosure of trade secrets.
7. **NONDISPARAGEMENT.** Employee agrees not to make any statements that disparage the Company or its respective affiliates, employees, officers, directors, products, or services.
- a. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this Section.
8. **ASSIGNMENT OF INNOVATIONS**
- a. **Disclosure.** Employee shall promptly and fully disclose in writing to Company all Innovations made, conceived, reduced to practice or learned by Employee (either alone or jointly with others) during Employee's employment or engagement with Company. Employee shall maintain adequate and current written records of all Innovations. Upon termination of Employee's employment or engagement for any reason, or promptly at any time upon Company's request, Employee shall surrender to Company all Company Records. Except as disclosed on attached Schedule B, Employee has not developed or conceived of any Innovation as of the date of this agreement that is not owned solely by Company.
- b. **Innovations Resulting from Confidential/Proprietary Information.** Because of the difficulty of establishing when an Innovation is first conceived by Employee or determining if an Innovation results from Employee's access to Confidential/Proprietary Information, an Innovation shall be deemed to have resulted from Employee's access to Confidential/Proprietary Information if: (i) the Innovation grew out of or resulted from Employee's work with Company or is related to the business of Company; (ii) during the term of this agreement or within 1 year after termination of this agreement, the Innovation is made, used, sold, exploited or reduced to practice; or (iii) during the term or within 1 year after termination of this agreement, the Innovation is the subject of or inspiration for an application, by Employee or by a third party with the assistance of Employee, for a patent, Mark, copyright or other form of Intellectual Property protection. Employee agrees Company shall be entitled to shop rights with respect to any Innovation conceived or made by Employee during the term of this agreement, which is not required to be assigned to Company by this agreement, if any.
- c. **Ownership and Assignment of Work Product and Innovations.** Employee acknowledges Company owns and holds all right, title and interest in and to all work product and Innovations created by Employee during the term of Employee's employment or engagement, including all registration rights which may subsist in the work product and/or Innovations, and where applicable, all work product and Innovations shall be considered works made for hire. Employee shall mark all work product and Innovations with Company's copyright or other proprietary notices as directed by Company and shall take all actions requested by Company to protect Company's rights in and to the work product and Innovations. Employee's failure to mark work product and Innovations with Company's copyright or other proprietary notices shall not be construed to result and shall not result in waiver of Company's Intellectual Property rights. To the extent any work product or Innovations are not deemed to constitute works made for hire, or if Employee should otherwise, by operation of law, be deemed to retain any rights to any work product or Innovations, in consideration for Company's payment of compensation, issuance of stock or stock options, and/or provision of benefits, as applicable, to Employee in connection with Employee's employment or engagement by Company, Employee hereby transfers and assigns to Company Employee's entire right, title and interest in and to each and every such work product and Innovation created by Employee during the term of Employee's employment or engagement with Company. I further agree that my name, voice, picture, and likeness may be used, commencing at the inception of my employment with ServHost and continuing thereafter, in perpetuity, for its' advertising, training aids, or in any other way (solely at the discretion of ServHost), without any payment or compensation whatsoever relative to such usage. At termination of Employee's employment or engagement for any reason, Employee shall execute all necessary documents and instruments, and take all necessary actions, to effect such assignment to Company.
- d. **Waiver of Moral Rights.** Employee irrevocably waives and agrees not to assert any Moral Rights Employee may now have or which may accrue to Employee's benefit in connection with the Innovations under United States or foreign copyright laws and any and all other residual rights and benefits which may arise under any other applicable law.
- e. **Assistance in Obtaining Registration.** Employee shall assist Company in obtaining and shall execute all documents and instruments and do all things necessary and appropriate for Company to obtain patent, Mark, copyright and other applicable registrations for work product and Innovations and to transfer all rights, title and

- interest in and to the work product and innovations to Company or its Affiliates or any other person specified by Company.
- f. **Power of Attorney.** If Company is unable for any reason to secure Employee's signature in a timely manner on any document necessary to apply for, prosecute, obtain or enforce any patent, Mark, copyright or other right or protection relating to any Innovation, Employee hereby irrevocably designates and appoints Company and each of its duly authorized officers and Employees as Employee's Employees and attorneys-in-fact to act for and on Employee's behalf and stand to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, Marks, copyrights or other rights or protections with the same force and effect as if executed and delivered by Employee.
  - g. **Labor Code Compliance.** Employee acknowledges this paragraph and attached Schedule 7.1 constitute written notification pursuant to Delaware Code Title 19, Section 805 that this agreement does not require the assignment to Company of any Innovation, or any right or interest in any Innovation, that qualifies under Delaware Code Title 19, Section 805, if Employee is an employee of company.
9. **VISITORS.** All Employees are required to:
- a. Obtain written approval from either Company's General Counsel, or Director of Human Resources prior to permitting any non-employee to enter the business premises of Company;
  - b. Personally escort the visitor or delegate the responsibility of escorting the visitor to another employee of Company, at all times during which the visitor is on the business premises of company;
  - c. Personally confirm that the visitor has signed the Entry Log at the front desk;
  - d. Personally confirm the identity of the visitor via at least one form of picture identification – (preferably a drivers license); and
  - e. Personally confirm that the visitor wears a company guest tag at all times while visitor is on the business premises of company.
10. **OPEN HOUSE.** Employee understands Company will occasionally hold an open house session with employment candidates. During such open house hours, Employee agrees to protect Company's Trade Secrets and other Intellectual Property by:
- a. Erasing all Whiteboards;
  - b. Being mindful of the information which appears on Employee's Monitor and turn off any active program;
  - c. Refrain from leaving Employee's Monitor's unattended;
  - d. Removing and secure all Confidential Papers containing text, diagrams, or any Confidential Information; and
  - e. Ensuring that all visitors wear a Company Visitor badge.
11. **REASONABLENESS.** Employee acknowledges and agrees Employee's position with Company will give Employee access to Confidential/Proprietary Information important to Company and that the type, scope and periods of restriction imposed under this agreement are fair and reasonable, critical to the business success of Company and reasonably required for Company's protection and the goodwill associated with Company's business and are given as an integral part of Employee's employment or engagement with Company. Employee has consulted with or been given full opportunity to consult with Employee's own counsel in connection with entering into this agreement and the statutory and common law regarding enforceability of the restrictive covenants contained in this agreement. Employee has carefully considered the restrictions imposed by this agreement and agrees the restrictive covenants in this agreement will not interfere with Employee's ability to engage in other business for the purpose of earning a livelihood following termination of Employee's employment or engagement with Company.
12. **POWER TO LIMIT COVENANTS.** Each provision of this agreement is independent, separate and divisible, and if any provision of this agreement is found by the final order of an arbitrator or a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation, such provision shall be deemed not to be a part of this agreement and shall not affect the validity or enforceability of the remaining provisions, which shall be given full effect without regard to the invalid portion. If all or any part of any covenant contained in this agreement is held to be unenforceable because of the duration or scope of such provision, the parties agree the court making such determination shall have the power to reduce the duration and scope of such provision, and in its reduced form, such provision shall then be enforceable. Nothing contained in this agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this agreement and any present or future law or regulation, such provision shall be limited to the extent necessary to make it comply with such law or regulation.

13. REMEDIES. Employee understands and acknowledges any disclosure, use or misappropriation of any Confidential/Proprietary Information or Innovations or violation of the provisions of this agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain. Company will be entitled to specific performance and injunctive relief, both preliminary and final, as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for Employee's breach of this agreement, but will be in addition to all other remedies available to Company at law or in equity, including, without limitation, seeking such damages as Company can show it has sustained by such breach. Employee expressly waives any requirement that Company post security or a bond in connection with obtaining any injunction or other equitable relief and Company will not be required to establish its remedy at law is inadequate.

14. GENERAL PROVISIONS. All notices under this agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered or if delivered by overnight courier, telegram or facsimile (with receipt confirmed), or (ii) three (3) business days after mailing if mailed by first-class mail, postage prepaid, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties. No waiver or amendment of this agreement shall be binding unless made in a writing signed by a duly authorized representative of Company. This agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This agreement, together with all other documents executed by Employee at Company's request, contains the entire understanding between the parties and supersedes all prior representations, agreements, arrangements and understandings between them respecting the subject matter of this agreement. The validity, interpretation and performance of this agreement shall be controlled by and construed under Delaware law. All proceedings to enforce or interpret this agreement shall be commenced and maintained only in the Wilmington Judicial District, New Castle County, Delaware. Employee shall execute all other documents necessary to effectuate and carry out this agreement. The obligations of Employee under this agreement shall survive termination of Employee's employment or engagement with Company. Nothing in this agreement shall alter or limit Employee's "at-will" employment or engagement with Company; in the absence of a written agreement between the parties to the contrary, either party may terminate Employee's employment or engagement with Company at any time with or without notice and with or without cause.

If either party commences or is made a party to any legal proceeding to enforce, interpret or obtain a declaration of rights under this agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred in connection with such proceeding or any appeal or enforcement of any judgment obtained in any such proceeding.

SERVHOST

EMPLOYEE

By:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE A

### DEFINITIONS

The following definitions apply to this Agreement:

1. "Affiliate," means any business entity controlling, controlled by or under common control with Company. For purposes of this agreement, control (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Company or such other business entity, whether through ownership of voting securities, by contract or otherwise.
2. "Company Records" means all tangible or intangible embodiments or compilations of Confidential/Proprietary Information, including, without limitation: (i) agreements, documents, memoranda, reports, minutes, studies, forecasts, interpretations, flow charts, sketches, drawings, notes, files, letters, work papers, notebooks, diaries, summaries, records, manuals, books, data, and applications, including copyright, trademark and patent applications; (ii) prototypes, models, blueprints, specifications, plans, programs, technical data and designs; (iii) books of account, business records, employee and consultant rosters, operating and financial reports, financial statements, cost summaries, tax returns and feasibility studies; (iv) any storage device containing electronic data, including, hard drives, tapes, ZIP disks, JAZ disks, floppy disks, laptop computers, desktop computers and servers; (v) computer programs, software programs, screen reports or other manifestations of software design or realization, computer language program source code, including HTML code, executables, dynamic link libraries and object code, active server pages, XML pages, DHTML pages, HTML pages, JAVA, Visual Basic or any computer language scripts or macros; designs or architectural implementation of a licensor's application service provisions; (vi) any audio, video, photographic or electronic recording; and (vii) any other item or thing that contains, reflects or is derived from any of the preceding or that was used in creating, designing, inputting, processing, retrieving, storing or reporting any of the preceding, including anything that was generated, compiled or prepared by Employee, alone or in conjunction with other Company personnel.
3. "Competitor" means any person or business entity engaged in or about to become engaged in the research, development, production, licensing, marketing, sale or distribution of any product or service which is similar to or directly competitive with any product or service of Company or its Affiliates.
4. "Confidential/Proprietary Information" is to be broadly defined and shall mean and consist of all Company information, oral or written, relating to the actual or potential business of Company or its Affiliates, venture partners and customers, including, but not limited to, the following: (i) corporate opportunities, requests for proposals, bidding and pricing information, protocols, policies, procedures, methods, techniques and formulae, and actual and potential contract analyses; (ii) customer, vendor and supplier lists, identities, purchasing characteristics, contact persons, telephone/facsimile numbers, email addresses, records, demographic and economic information, and actual and potential contractual negotiations or business opportunities with actual and potential customers, vendors and suppliers; (iii) financial information, including forecasts, projections, budgets, pro formas, business development, sales and marketing plans and business assumptions and strategies; (iv) Trade Secrets, innovations, inventions (whether or not patentable or copyrightable), discoveries, improvements, algorithms, hardware configuration information, research or development tests, results, protocols, policies, procedures, methods, techniques, work in progress, work product, notebooks, flow charts, working papers and works for hire of Company's personnel; (v) management systems, operating protocols, policies, procedures, methods and techniques, model forms, organizational charts, job descriptions, formats, know-how and any information from a negative know-how viewpoint; (vi) data collection, processing and tracking protocols, policies, procedures, methods and techniques; (vii) employee, independent contractor or consultant arrangements, including base and incentive compensation arrangements, and orientation, training and education protocols, policies, procedures, methods and techniques; (viii) confidential filings with any state or federal agency; (ix) acquisition, affiliation, joint venture and research and development proposals, negotiations, and draft and final arrangements, and any materials provided to or by Company with respect to such matters; (x) all information generated or received in confidence by or for Company; (xi) information that Company possesses and will possess that has been or will be created, discovered or developed, or has or will otherwise become known to Company (including, without limitation, information created, discovered or developed by or made known to Employee during the period of or arising out of Employee's employment or engagement by Company), or in which property rights have been or will be assigned or otherwise acquired by Company; (xii) any information of commercial value or other utility in the business in which Company or its Affiliates engage or contemplate engaging; and (xiii) all information the unauthorized disclosure of which could be detrimental to the interests of Company or its Affiliates, whether or not such information is identified as Confidential/Proprietary Information by Company.
5. "Innovations" means and includes, but is not limited to, all Confidential/Proprietary Information, Intellectual Property, ideas, processes, discoveries, work product, marketing and business concepts and ideas, all tangible or intangible



manifestations of the foregoing and improvements to any of the foregoing which are conceived, developed or created by Employee alone or with the assistance of others (whether or not conceived, developed or created during regular business hours) and which (i) relate to Company's business or proposed business; (ii) relate to Company's actual or demonstrably anticipated research or development; (iii) result from any work performed by Employee for Company; (iv) involve the use of or are facilitated by the use of Company's financial assistance, personnel, equipment, facilities, supplies or Confidential/Proprietary Information or Intellectual Property; (v) result from or are suggested by any work done by Company or at Company's request or any work specifically assigned to Employee; or (vi) result from Employee's access to any of Company's Confidential/Proprietary Information or Intellectual Property.

6. "Intellectual Property" means and includes, but is not limited to, (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements to inventions, and patents, patent applications, and patent disclosures, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and reexaminations of patents; (ii) trademarks, service marks, trade dress, logos, trade names and Company names (collectively, "Marks"), together with translations, adaptations, derivations and combinations of Marks and including all goodwill associated with Marks, and applications, registrations and renewals in connection with Marks; (iii) works of authorship and copyrights in works of authorship, and applications, registrations and renewals in connection with works of authorship and copyrights in works of authorship; (iv) mask works and applications, registrations and renewals in connection with mask works; (v) trade secrets and Confidential/Proprietary Information; (vi) computer software (including data, related documentation, source and object codes); (vii) other proprietary rights; and (viii) copies and tangible embodiments of any of the foregoing as Company Records or in any other form or medium.
7. "Moral Rights" shall mean any and all rights of paternity or integrity of the Innovations and the right to object to any modification, translation or use of the Innovations, and any similar rights existing under the common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a "moral right."
8. "Trade Secret" shall have the meaning set forth in the Uniform Trade Secrets Act, codified at Delaware Civil Code Title 6, Section 2001 et seq., as amended.

SCHEDULE B

PRIOR INNOVATIONS

I acknowledge I have not made or reduced to practice (alone or jointly with others) any Innovations prior to employment with the Company, except as set forth below (if none, leave blank):

## **EXHIBIT “D”**

## NONDISCLOSURE, CONFIDENTIALITY, AND INNOVATIONS ASSIGNMENT AGREEMENT

This agreement is entered into as of the date set forth on the signature page between ServHost, a Delaware LLC ("Company"), and the undersigned Employee of Company ("Employee").

### 1. UNDERLYING FACTS

- a. To enable Employee to perform services on behalf of Company, Employee will be provided access to and become acquainted with certain Confidential/Proprietary Information which is used by Company in the operation of its business which gives Company certain advantages over its competitors and which has been and will continue to be acquired and developed by Company and Company personnel.
- b. While performing services for Company, Employee may develop Innovations that are related to or useful to Company's business.
- c. As a condition to and in consideration of Employee's employment or engagement by Company and the payment of compensation, issuance of stock and stock options and/or provision of other benefits to Employee, as applicable, Employee shall safeguard the Confidential/Proprietary Information, protect the business interests of Company from unfair business practices and unlawful competition and hereby transfers and assigns any work product and Innovations created by Employee during the term of Employee's employment or engagement to Company in accordance with the terms and conditions of this agreement.
- d. The capitalized terms in this agreement shall have the meanings set forth in attached Schedule A.

### 2. CONFIDENTIAL/PROPRIETARY INFORMATION

- a. Protection of Confidential/Proprietary Information. At all times during and after Employee's employment or engagement, Employee shall hold in trust, keep confidential and not disclose to any third party or make any use of any Confidential/Proprietary Information except for the benefit of Company. Employee shall comply with all procedures adopted from time to time by Company to preserve the confidentiality of Confidential/Proprietary information. Except as required for Employee to discharge Employee's obligations to Company, Employee shall not at any time, whether before or after termination of Employee's employment or engagement with Company, either directly or indirectly, in any individual or representative capacity (i) duplicate, photocopy, transcribe, remove, forward or send any Confidential/Proprietary Information from Company's premises; or (ii) use, disclose or make known to any other person or business entity any Confidential/Proprietary Information, including any Confidential/Proprietary Information disclosed to or developed by or through the efforts of Employee or other Company personnel, without first obtaining the prior written consent of Company. In addition, during employment with Company, employee shall not use any type of wireless laptop computer while performing functions for the benefit of Company, unless to the extent and in the manner specifically authorized in writing by the an officer of the Company. It is acknowledged and understood that all of the Confidential/Proprietary Information belonging to Company is presumed to be valuable and capable of protection under the Trade Secrets Act. Employee acknowledges that these restrictions are reasonable and are premised upon the rationale that the insecure means by which information is transmitted to/from the wireless laptop computer poses a significant security risk for Company.
- b. Ownership of Confidential/Proprietary Information. By providing Employee with access to the Confidential/Proprietary Information, neither Company nor its Affiliates are waiving any proprietary rights, confidentiality privilege or trade secret protection associated with such Confidential/Proprietary Information, nor is Company or its Affiliates granting or creating any license in favor of Employee to use the Confidential/Proprietary Information. Employee acknowledges Company or its Affiliates, as the case may be, retain the sole and exclusive rights, title and interest in and to all Confidential/Proprietary Information.
- c. Return of Confidential/Proprietary Information.
  - i. All original versions and copies of Confidential/Proprietary Information and all Company Records in the possession or control of Employee shall be returned to Company promptly within twenty-four (24) hours of Company's request, or upon the termination (voluntary or otherwise) of Employee's employment or engagement with Company. Employee shall not retain any Company Records or other written or tangible materials of Company or its Affiliates.
  - ii. Upon termination of Employee's employment or engagement with Company, Employee recognizes Company may deem it advisable to notify Employee's new employer or customers that Employee has had access to Confidential/Proprietary Information and that Employee is under a continuing legal obligation to not disclose such Confidential/Proprietary Information. By execution of this agreement, Employee authorizes Company to send such notice. In addition, if the employee has utilized a laptop computer in performance of Employee's employment, Employee specifically agrees that the Company is entitled to examine said laptop computer prior to Employee's termination and further agrees to voluntarily surrender such laptop computer to Company upon

demand, and that Company may delete and/or transfer any or all files, which Company may determine, in its sole discretion, contains the Confidential/Proprietary Information, either in whole or in part, of the Company.

- d. Authorized Disclosure. If Employee is required to disclose any Confidential/Proprietary Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or regulatory administrative body that has the power to compel Employee to disclose Confidential/Proprietary Information, Employee agrees (i) to notify Company immediately of the existence, terms and circumstances surrounding such request; (ii) to consult with Company regarding such request; (iii) to take those actions requested by Company that are legally available to resist or narrow such request; (iv) to disclose Confidential/Proprietary Information only if such disclosure is required under law in the written opinion of Employee's counsel (a copy of which shall be provided to Company prior to any such disclosure) and then only to the minimum extent required by law; and (v) to exercise Employee's best efforts to assist Company in obtaining a court order or other reliable assurance that confidential treatment will be accorded to any Confidential/Proprietary Information disclosed.
- e. Liability. Employee acknowledges the unauthorized taking of any Confidential/Proprietary Information which constitutes a trade secret of Company (i) may result in civil liability under Delaware Civil Code Title 6, Section 2001 et seq., and if willful, may result in an award for double the amount of Company's damages and attorneys' fees; and (ii) may be a crime under Delaware Criminal Code Title 11, Section 857, punishable by imprisonment for a time not exceeding one year, or by fine not exceeding \$5,000, or both.
- f. Judicial Relief. A breach by Employee of any of the promises or agreements contained herein will result in irreparable and continuing damage to ServHost for which there may be no adequate remedy at law. Accordingly, ServHost shall be entitled to injunctive relief and/or a decree for specific performance to prohibit unlawful publication of Confidential/Proprietary Information. In addition, ServHost will be entitled to liquidated damages of one million dollars (\$1,000,000) per individual violation, per each calendar day that said violation continues, as well as all attorney fees and costs incurred, relative thereto. Additionally, at the sole discretion of Company, an election may be made, at any time, to seek monetary damages, in lieu of the liquidated damages. Said monetary damages shall be subject to proof.

### 3. PRIOR KNOWLEDGE AND RELATIONSHIPS

- a. Prior Commitments. Employee has no other agreements, relationships or commitments to any other person or entity which conflict with Employee's obligations to Company under this agreement.
- b. Proprietary Information and Trade Secrets of Others. Employee shall not use or disclose to Company any proprietary information or trade secrets of any third party, including Employee's prior employers. If Employee believes Employee's job duties may lead to the use or disclosure of proprietary information or trade secrets of a third party, Employee shall notify Employee's supervisor of the situation immediately. Employee represents and warrants that Employee has returned all proprietary and Confidential/Proprietary Information belonging to all prior employers. Employee further represents and warrants that all services performed by Employee for Company and all work product and Innovations of Employee shall be of original development and shall not infringe upon or violate any patent, copyright, trade secret or any other property rights of any third party.

### 4. NONSOLICITATION OF BUSINESS CONTACTS

- a. Employee shall not at any time, directly or indirectly, in any individual or representative capacity, use Company's Confidential/Proprietary information to:
  - i. Solicit, divert or take away from Company, or attempt to divert or take away from Company, any of Company's customers, venture partners, vendors, suppliers or manufacturers, including, but not limited to, those that Employee provided services to, called upon or became acquainted with while employed or engaged by Company; or
  - ii. Induce, influence, advise or encourage any of Company's customers, venture partners, vendors, suppliers or manufacturers to withdraw, curtail or cancel their business with Company, to terminate, discontinue or not renew their engagement or agreement with Company or to violate or breach any agreement with Company.

### 5. NONSOLICITATION OF PERSONNEL

- a. For a period of 2 years following termination of Employee's employment or engagement, Employee shall not at any time, directly or indirectly, in any individual or representative capacity:
  - i. Solicit, recruit, divert or take away from Company, or attempt to divert or take away from Company, any person who is engaged by Company as an employee, Employee, consultant, Independent contractor or in any other capacity; or
  - ii. Induce, influence, advise or encourage any person who is engaged by Company as an employee, Employee, consultant, independent contractor or in any other capacity to terminate, discontinue or not renew such employment or engagement with Company or to violate or breach any agreement with Company.

6. **NONCOMPETITION.** While employed or engaged by Company, Employee shall not (i) engage or participate in or provide financial accommodations for the benefit of any person or business entity that is or may become a Competitor of Company; or (ii) undertake planning for or the organization of any Competitor or conspire with any third party for the purpose of organizing any such Competitor. As a condition of becoming employed by Company, employee agrees not to compete with Company during the period of employment and for one (1) year following termination of employment, unless employee can prove that such competition would not involve use or disclosure of trade secrets.
7. **NONDISPARAGEMENT.** Employee agrees not to make any statements that disparage the Company or its respective affiliates, employees, officers, directors, products, or services.
- a. Notwithstanding the foregoing, statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings (including, without limitation, depositions in connection with such proceedings) shall not be subject to this Section.
8. **ASSIGNMENT OF INNOVATIONS**
- a. **Disclosure.** Employee shall promptly and fully disclose in writing to Company all Innovations made, conceived, reduced to practice or learned by Employee (either alone or jointly with others) during Employee's employment or engagement with Company. Employee shall maintain adequate and current written records of all Innovations. Upon termination of Employee's employment or engagement for any reason, or promptly at any time upon Company's request, Employee shall surrender to Company all Company Records. Except as disclosed on attached Schedule B, Employee has not developed or conceived of any Innovation as of the date of this agreement that is not owned solely by Company.
- b. **Innovations Resulting from Confidential/Proprietary Information.** Because of the difficulty of establishing when an Innovation is first conceived by Employee or determining if an Innovation results from Employee's access to Confidential/Proprietary Information, an Innovation shall be deemed to have resulted from Employee's access to Confidential/Proprietary Information if: (i) the Innovation grew out of or resulted from Employee's work with Company or is related to the business of Company; (ii) during the term of this agreement or within 1 year after termination of this agreement, the Innovation is made, used, sold, exploited or reduced to practice; or (iii) during the term or within 1 year after termination of this agreement, the Innovation is the subject of or inspiration for an application, by Employee or by a third party with the assistance of Employee, for a patent, Mark, copyright or other form of Intellectual Property protection. Employee agrees Company shall be entitled to shop rights with respect to any Innovation conceived or made by Employee during the term of this agreement, which is not required to be assigned to Company by this agreement, if any.
- c. **Ownership and Assignment of Work Product and Innovations.** Employee acknowledges Company owns and holds all right, title and interest in and to all work product and Innovations created by Employee during the term of Employee's employment or engagement, including all registration rights which may subsist in the work product and/or Innovations, and where applicable, all work product and Innovations shall be considered works made for hire. Employee shall mark all work product and Innovations with Company's copyright or other proprietary notices as directed by Company and shall take all actions requested by Company to protect Company's rights in and to the work product and Innovations. Employee's failure to mark work product and Innovations with Company's copyright or other proprietary notices shall not be construed to result and shall not result in waiver of Company's Intellectual Property rights. To the extent any work product or Innovations are not deemed to constitute works made for hire, or if Employee should otherwise, by operation of law, be deemed to retain any rights to any work product or Innovations, in consideration for Company's payment of compensation, issuance of stock or stock options, and/or provision of benefits, as applicable, to Employee in connection with Employee's employment or engagement by Company, Employee hereby transfers and assigns to Company Employee's entire right, title and interest in and to each and every such work product and Innovation created by Employee during the term of Employee's employment or engagement with Company. I further agree that my name, voice, picture, and likeness may be used, commencing at the inception of my employment with ServHost and continuing thereafter, in perpetuity, for its' advertising, training aids, or in any other way (solely at the discretion of ServHost), without any payment or compensation whatsoever relative to such usage. At termination of Employee's employment or engagement for any reason, Employee shall execute all necessary documents and instruments, and take all necessary actions, to effect such assignment to Company.
- d. **Waiver of Moral Rights.** Employee irrevocably waives and agrees not to assert any Moral Rights Employee may now have or which may accrue to Employee's benefit in connection with the Innovations under United States or foreign copyright laws and any and all other residual rights and benefits which may arise under any other applicable law.
- e. **Assistance in Obtaining Registration.** Employee shall assist Company in obtaining and shall execute all documents and instruments and do all things necessary and appropriate for Company to obtain patent, Mark, copyright and other applicable registrations for work product and Innovations and to transfer all rights, title and

interest in and to the work product and innovations to Company or its Affiliates or any other person specified by Company.

- f. Power of Attorney. If Company is unable for any reason to secure Employee's signature in a timely manner on any document necessary to apply for, prosecute, obtain or enforce any patent, Mark, copyright or other right or protection relating to any Innovation, Employee hereby irrevocably designates and appoints Company and each of its duly authorized officers and Employees as Employee's Employees and attorneys-in-fact to act for and on Employee's behalf and to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, Marks, copyrights or other rights or protections with the same force and effect as if executed and delivered by Employee.
- g. Labor Code Compliance. Employee acknowledges this paragraph and attached Schedule 7.1 constitute written notification pursuant to Delaware Code Title 19, Section 805 that this agreement does not require the assignment to Company of any Innovation, or any right or interest in any Innovation, that qualifies under Delaware Code Title 19, Section 805, if Employee is an employee of company.

9. VISITORS. All Employees are required to:

- a. Obtain written approval from either Company's General Counsel, or Director of Human Resources prior to permitting any non-employee to enter the business premises of Company;
- b. Personally escort the visitor or delegate the responsibility of escorting the visitor to another employee of Company, at all times during which the visitor is on the business premises of company;
- c. Personally confirm that the visitor has signed the Entry Log at the front desk;
- d. Personally confirm the identity of the visitor via at least one form of picture identification – (preferably a drivers license); and
- e. Personally confirm that the visitor wears a company guest tag at all times while visitor is on the business premises of company.

10. OPEN HOUSE. Employee understands Company will occasionally hold an open house session with employment candidates. During such open house hours, Employee agrees to protect Company's Trade Secrets and other Intellectual Property by:

- a. Erasing all Whiteboards;
- b. Being mindful of the information which appears on Employee's Monitor and turn off any active program;
- c. Refrain from leaving Employee's Monitor's unattended;
- d. Removing and secure all Confidential Papers containing text, diagrams, or any Confidential Information; and
- e. Ensuring that all visitors wear a Company Visitor badge.

11. REASONABLENESS. Employee acknowledges and agrees Employee's position with Company will give Employee access to Confidential/Proprietary Information important to Company and that the type, scope and periods of restriction imposed under this agreement are fair and reasonable, critical to the business success of Company and reasonably required for Company's protection and the goodwill associated with Company's business and are given as an integral part of Employee's employment or engagement with Company. Employee has consulted with or been given full opportunity to consult with Employee's own counsel in connection with entering into this agreement and the statutory and common law regarding enforceability of the restrictive covenants contained in this agreement. Employee has carefully considered the restrictions imposed by this agreement and agrees the restrictive covenants in this agreement will not interfere with Employee's ability to engage in other business for the purpose of earning a livelihood following termination of Employee's employment or engagement with Company.

12. POWER TO LIMIT COVENANTS. Each provision of this agreement is independent, separate and divisible, and if any provision of this agreement is found by the final order of an arbitrator or a court of competent jurisdiction to be invalid, unenforceable or in contravention of any applicable federal or state law or regulation, such provision shall be deemed not to be a part of this agreement and shall not affect the validity or enforceability of the remaining provisions, which shall be given full effect without regard to the invalid portion. If all or any part of any covenant contained in this agreement is held to be unenforceable because of the duration or scope of such provision, the parties agree the court making such determination shall have the power to reduce the duration and scope of such provision, and in its reduced form, such provision shall then be enforceable. Nothing contained in this agreement shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provision of this agreement and any present or future law or regulation, such provision shall be limited to the extent necessary to make it comply with such law or regulation.

13. REMEDIES. Employee understands and acknowledges any disclosure, use or misappropriation of any Confidential/Proprietary Information or Innovations or violation of the provisions of this agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain. Company will be entitled to specific performance and injunctive relief, both preliminary and final, as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for Employee's breach of this agreement, but will be in addition to all other remedies available to Company at law or in equity, including, without limitation, seeking such damages as Company can show it has sustained by such breach. Employee expressly waives any requirement that Company post security or a bond in connection with obtaining any injunction or other equitable relief and Company will not be required to establish its remedy at law is inadequate.

14. GENERAL PROVISIONS. All notices under this agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered or if delivered by overnight courier, telegram or facsimile (with receipt confirmed), or (ii) three (3) business days after mailing if mailed by first-class mail, postage prepaid, to the parties at their addresses set forth below, or such other address designated from time to time in writing by such party to all other parties. No waiver or amendment of this agreement shall be binding unless made in a writing signed by a duly authorized representative of Company. This agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This agreement, together with all other documents executed by Employee at Company's request, contains the entire understanding between the parties and supersedes all prior representations, agreements, arrangements and understandings between them respecting the subject matter of this agreement. The validity, interpretation and performance of this agreement shall be controlled by and construed under Delaware law. All proceedings to enforce or interpret this agreement shall be commenced and maintained only in the Wilmington Judicial District, New Castle County, Delaware. Employee shall execute all other documents necessary to effectuate and carry out this agreement. The obligations of Employee under this agreement shall survive termination of Employee's employment or engagement with Company. Nothing in this agreement shall alter or limit Employee's "at-will" employment or engagement with Company; in the absence of a written agreement between the parties to the contrary, either party may terminate Employee's employment or engagement with Company at any time with or without notice and with or without cause.

If either party commences or is made a party to any legal proceeding to enforce, interpret or obtain a declaration of rights under this agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred in connection with such proceeding or any appeal or enforcement of any judgment obtained in any such proceeding.

SERVHOST

EMPLOYEE

By:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
\_\_\_\_\_



## SCHEDULE A

### DEFINITIONS

The following definitions apply to this Agreement:

1. "Affiliate," means any business entity controlling, controlled by or under common control with Company. For purposes of this agreement, control (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Company or such other business entity, whether through ownership of voting securities, by contract or otherwise.
2. "Company Records" means all tangible or intangible embodiments or compilations of Confidential/Proprietary Information, including, without limitation: (i) agreements, documents, memoranda, reports, minutes, studies, forecasts, interpretations, flow charts, sketches, drawings, notes, files, letters, work papers, notebooks, diaries, summaries, records, manuals, books, data, and applications, including copyright, trademark and patent applications; (ii) prototypes, models, blueprints, specifications, plans, programs, technical data and designs; (iii) books of account, business records, employee and consultant rosters, operating and financial reports, financial statements, cost summaries, tax returns and feasibility studies; (iv) any storage device containing electronic data, including, hard drives, tapes, ZIP disks, JAZ disks, floppy disks, laptop computers, desktop computers and servers; (v) computer programs, software programs, screen reports or other manifestations of software design or realization, computer language program source code, including HTML code, executables, dynamic link libraries and object code, active server pages, XML pages, DHTML pages, HTML pages, JAVA, Visual Basic or any computer language scripts or macros, designs or architectural implementation of a licensor's application service provisions; (vi) any audio, video, photographic or electronic recording; and (vii) any other item or thing that contains, reflects or is derived from any of the preceding or that was used in creating, designing, inputting, processing, retrieving, storing or reporting any of the preceding, including anything that was generated, compiled or prepared by Employee, alone or in conjunction with other Company personnel.
3. "Competitor" means any person or business entity engaged in or about to become engaged in the research, development, production, licensing, marketing, sale or distribution of any product or service which is similar to or directly competitive with any product or service of Company or its Affiliates.
4. "Confidential/Proprietary Information" is to be broadly defined and shall mean and consist of all Company information, oral or written, relating to the actual or potential business of Company or its Affiliates, venture partners and customers, including, but not limited to, the following: (i) corporate opportunities, requests for proposals, bidding and pricing information, protocols, policies, procedures, methods, techniques and formulae, and actual and potential contract analyses; (ii) customer, vendor and supplier lists, identities, purchasing characteristics, contact persons, telephone/facsimile numbers, email addresses, records, demographic and economic information, and actual and potential contractual negotiations or business opportunities with actual and potential customers, vendors and suppliers; (iii) financial information, including forecasts, projections, budgets, pro formas, business development, sales and marketing plans and business assumptions and strategies; (iv) Trade Secrets, Innovations, inventions (whether or not patentable or copyrightable), discoveries, improvements, algorithms, hardware configuration information, research or development tests, results, protocols, policies, procedures, methods, techniques, work in progress, work product, notebooks, flow charts, working papers and works for hire of Company's personnel; (v) management systems, operating protocols, policies, procedures, methods and techniques, model forms, organizational charts, job descriptions, formats, know-how and any information from a negative know-how viewpoint; (vi) data collection, processing and tracking protocols, policies, procedures, methods and techniques; (vii) employee, independent contractor or consultant arrangements, including base and incentive compensation arrangements, and orientation, training and education protocols, policies, procedures, methods and techniques; (viii) confidential filings with any state or federal agency; (ix) acquisition, affiliation, joint venture and research and development proposals, negotiations, and draft and final arrangements, and any materials provided to or by Company with respect to such matters; (x) all information generated or received in confidence by or for Company; (xi) information that Company possesses and will possess that has been or will be created, discovered or developed, or has or will otherwise become known to Company (including, without limitation, information created, discovered or developed by or made known to Employee during the period of or arising out of Employee's employment or engagement by Company), or in which property rights have been or will be assigned or otherwise acquired by Company; (xii) any information of commercial value or other utility in the business in which Company or its Affiliates engage or contemplate engaging; and (xiii) all information the unauthorized disclosure of which could be detrimental to the interests of Company or its Affiliates, whether or not such information is identified as Confidential/Proprietary Information by Company.
5. "Innovations" means and includes, but is not limited to, all Confidential/Proprietary Information, Intellectual Property, ideas, processes, discoveries, work product, marketing and business concepts and ideas, all tangible or intangible

manifestations of the foregoing and improvements to any of the foregoing which are conceived, developed or created by Employee alone or with the assistance of others (whether or not conceived, developed or created during regular business hours) and which (i) relate to Company's business or proposed business; (ii) relate to Company's actual or demonstrably anticipated research or development; (iii) result from any work performed by Employee for Company; (iv) involve the use of or are facilitated by the use of Company's financial assistance, personnel, equipment, facilities, supplies or Confidential/Proprietary Information or Intellectual Property; (v) result from or are suggested by any work done by Company or at Company's request or any work specifically assigned to Employee; or (vi) result from Employee's access to any of Company's Confidential/Proprietary Information or Intellectual Property.

6. "Intellectual Property" means and includes, but is not limited to, (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements to inventions, and patents, patent applications, and patent disclosures, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and reexaminations of patents; (ii) trademarks, service marks, trade dress, logos, trade names and Company names (collectively, "Marks"), together with translations, adaptations, derivations and combinations of Marks and including all goodwill associated with Marks, and applications, registrations and renewals in connection with Marks; (iii) works of authorship and copyrights in works of authorship, and applications, registrations and renewals in connection with works of authorship and copyrights in works of authorship; (iv) mask works and applications, registrations and renewals in connection with mask works; (v) trade secrets and Confidential/Proprietary Information; (vi) computer software (including data, related documentation, source and object codes); (vii) other proprietary rights; and (viii) copies and tangible embodiments of any of the foregoing as Company Records or in any other form or medium.
7. "Moral Rights" shall mean any and all rights of paternity or integrity of the Innovations and the right to object to any modification, translation or use of the Innovations, and any similar rights existing under the common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a "moral right."
8. "Trade Secret" shall have the meaning set forth in the Uniform Trade Secrets Act, codified at Delaware Civil Code Title 6, Section 2001 et seq., as amended.

**SCHEDULE B**

**PRIOR INNOVATIONS**

I acknowledge I have not made or reduced to practice (alone or jointly with others) any Innovations prior to employment with the Company, except as set forth below (if none, leave blank):