



Internet Law (Law 793) Final Exam

Prof. Eric Goldman • Fall 2025

This exam has 1 question with several subparts. The file containing your answer may not contain a total of more than 3,000 words, including your word count, AGID, and any footnotes (but no footnotes please). Please use a GenXer-friendly font size.

This is an “open book” exam. You may consult any materials you choose, but during the exam period, you may not communicate about the exam or your answer with anyone (orally, electronically, or otherwise), other than law school staff or ExamSoft regarding exam administration. You don’t need to do outside research, and such research is unlikely to help your grade. However, if you aren’t sure exactly what a statute says, don’t rely on summaries from class—read the statute!

You may use Generative AI if you choose, but you bear the grading risk of any (1) errors introduced by the Generative AI model, or (2) deviations between what I taught in class and what the Generative AI model says. Doublecheck your answer for accuracy, especially if it was aided by Generative AI. I intend to check any citations you include in your answer, and I will deduct points for any inaccurate citations.

I will email you the exam question on December 3, 2025 by 10 a.m. Pacific. You must upload your answer to your ExamSoft profile at <https://ei.examsoft.com/GKWeb/login/sculaw> no later than December 18, 2025, 11 a.m. Pacific. ExamSoft’s timestamp is irrefutable evidence of your upload time. **IF YOUR ANSWER IS uploaded AFTER THE DEADLINE, EVEN BY ONE MINUTE, YOU WILL FAIL THE COURSE. THERE IS NO EXTRA GRACE PERIOD. NO EXCUSES!** Don’t wait until the last minute to upload your answer, and confirm you successfully uploaded your answer (the Assessment Office has provided you with instructions on how to do so). The Assessment Office indicates that you may upload your answer to ExamSoft only once.

Submit your answer as a Microsoft Word or PDF file in accordance with the Assessment Office’s instructions. Name the file “Your6-DigitAGID_InternetLaw_Goldman_Fall2025.” In the file itself, include page numbers and your AGID in the document footer, but don’t include any other identifying information.* At the beginning of your answer, tell me how many words your answer’s file contains.** **I DON’T PLAN TO GRADE AN ANSWER THAT EXCEEDS THE WORD LIMIT BY EVEN ONE WORD. OMITTING OR MISSTATING YOUR WORD COUNT MAY INCUR SIGNIFICANT PENALTIES.**

* To enhance your anonymity, I encourage you to strip any identifying metadata from your answer file. This URL explains how to remove metadata from Microsoft Word files. <https://support.microsoft.com/en-us/office/remove-hidden-data-and-personal-information-by-inspecting-documents-presentations-or-workbooks-356b7b5d-77af-44fe-a07f-9aa4d085966f>.

** Software programs each count words differently. If I doublecheck your answer’s word count, I will use Microsoft Word. If you use a different program to calculate your word count, indicate that in your answer.

If you have a technology emergency, call Law Technology at (408) 554-5762. If you cannot reach Law Technology, call ExamSoft at (866) 429-8889 to timestamp the issue. For any other issues, contact the Exam Team at (408) 554-5494 or lawexams@scu.edu. Do not contact me directly.

Some additional thoughts for you:

- Unless otherwise specified, all parties are, and all actions take place, in California. Don't discuss any statutes of limitation. Unless otherwise specified, all parties are adults.
- Only analyze legal doctrines we discussed in class this semester (along with the associated statutes and casebook materials). I change my topical coverage every year, so doctrines discussed on old sample answers may not be in-scope for this year's exam.
- Read the facts and questions very carefully, and pay close attention to the parties' identities and the specific claims you are analyzing. Answer the questions I actually ask. Don't answer questions I didn't ask.
- Allocate your word count wisely. You score most points from issue-spotting and applying the law to the facts. Organize and prioritize your answer accordingly. It's OK to use bullet points, short citation forms, and unambiguous abbreviations. Please quote statutes or cases only as needed to make your point. You may use IRAC/CREAC or any other method that effectively and efficiently communicates your points.
- If additional information would help your analysis, explain what information you'd like and why it would help.
- While generally your answer should be based on legal principles, you are welcome to address other perspectives and concerns.

[As usual, this exam narrative combines true and made-up facts].

This exam involves the “Ruin Days” website. The site self-describes:

We at RuinDays.com are the leaders in humorous pranks delivered by mail! We discreetly and 100% anonymously package the most annoying things possible to receive through mail, and ship them to your worst enemies, in an effort to ruin their day. Just give us their name and address. We'll take care of the rest.

Ruin Days operates an online marketplace. In other words, Ruin Days allows third-party merchants to list items for sale. Ruin Days prescreens and approves each merchant's product descriptions before the items are publicly available for purchase. Ruin Days also processes the buyer's payments (and keeps a portion of the revenue for itself). Each merchant sets the prices for their listed items and handles all shipment and delivery of purchased physical items.

In Ruin Days' online marketplace, a merchant named Schady (short for “schadenfreude”) offers an item called the “Disguised Spring Loaded Glitter Bomb” (the “Glitter Bomb”). The product description says: “Our glitter bombs are packed with over 40 grams of glitter and a 9 inch spring, ensuring total glitterstruction! The glitter is stored in a separate compartment making it impossible to hear the glitter inside of the tube.” Schady intentionally designed this item so that recipients couldn't identify it as a glitter bomb or avoid the advertised glitterstruction.

Every buyer who wants to purchase the Glitter Bomb must complete this screen, including checking the box immediately above the “Check out” button:

Your cart

[Continue shopping](#)

PRODUCT	QUANTITY	TOTAL
 Disguised Spring Loaded Glitter Bomb \$ 23.99	<input type="button" value="-"/> <input type="button" value="1"/> <input type="button" value="+"/> 	\$ 23.99

*Digital Note to Recipient:

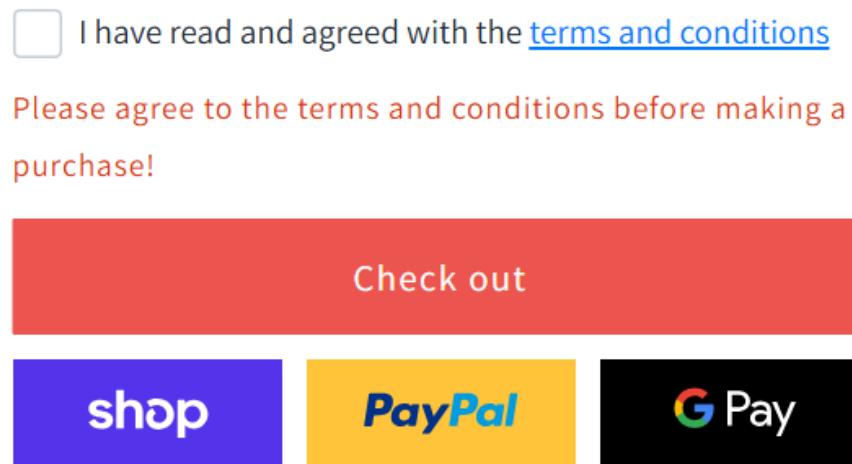
Estimated total \$ 23.99 USD

Taxes, discounts and shipping calculated at checkout.

I have read and agreed with the [terms and conditions](#)

In the screenshot, the words “terms and conditions” link to Ruin Day's terms and conditions. Appendix A provides some excerpts from those terms. If a buyer attempts to proceed from this screen without checking the box above the “Check out” button, including by clicking on any of

the buttons immediately below the “Check out” button, the site displays this warning (this screengrab is a closeup):



Ruin Days shows buyer-uploaded product reviews for each merchant item listed in its marketplace. Buyers can provide a star rating for the item, write an evaluative product review of the item, and upload associated photos and videos for inclusion alongside their review text. Many items feature buyer-uploaded photos or videos of their targets getting pranked. Ruin Days employees prescreen all user-uploaded evaluative reviews, photos, and videos before they are published to the site. When Ruin Days employees see a video or photo of an especially effective “prank,” the employees can manually publicly label it a “Sickest Burn,” which moves the video or photo up to the top of the product reviews for that item. Buyers who upload a “Sickest Burn” submission get a trophy emoji attached to their aliases at Ruin Days. Buyers covet that recognition and compete with each other to earn that emoji.

As the order screen indicates, buyers can upload an optional “digital note to recipient” alongside any purchase. Although not depicted on the screenshot, buyers can upload photos, audio files, and video files as part of their digital note and provide an email address for the recipient. If buyers choose to provide a digital note to the recipient, then the buyer’s uploaded content is hosted on Ruin Days’ servers. After the item is physically delivered, Ruin Days’ email server sends an email notification to the recipient consisting solely of a URL on Ruin Days’ servers where the recipient can access the digital note’s contents uploaded by the buyer, which remain hosted on Ruin Days’ servers. Ruin Days lets buyers select how frequently the notification emails are delivered within a 10-day period. Once the buyer accesses the digital note, the email notifications stop. Unlike the product review-related content, Ruin Days does not proactively screen the contents of any digital notes to recipients. However, over the years, Ruin Days has received thousands of complaints from intellectual property owners and others about the photos and videos that buyers have included in their digital notes.

* * *

Peyton runs an automotive repair business called Peyton Fine Motors. Drew had Peyton perform repairs on Drew’s car, but Drew was unhappy with the experience. In particular, Drew believed

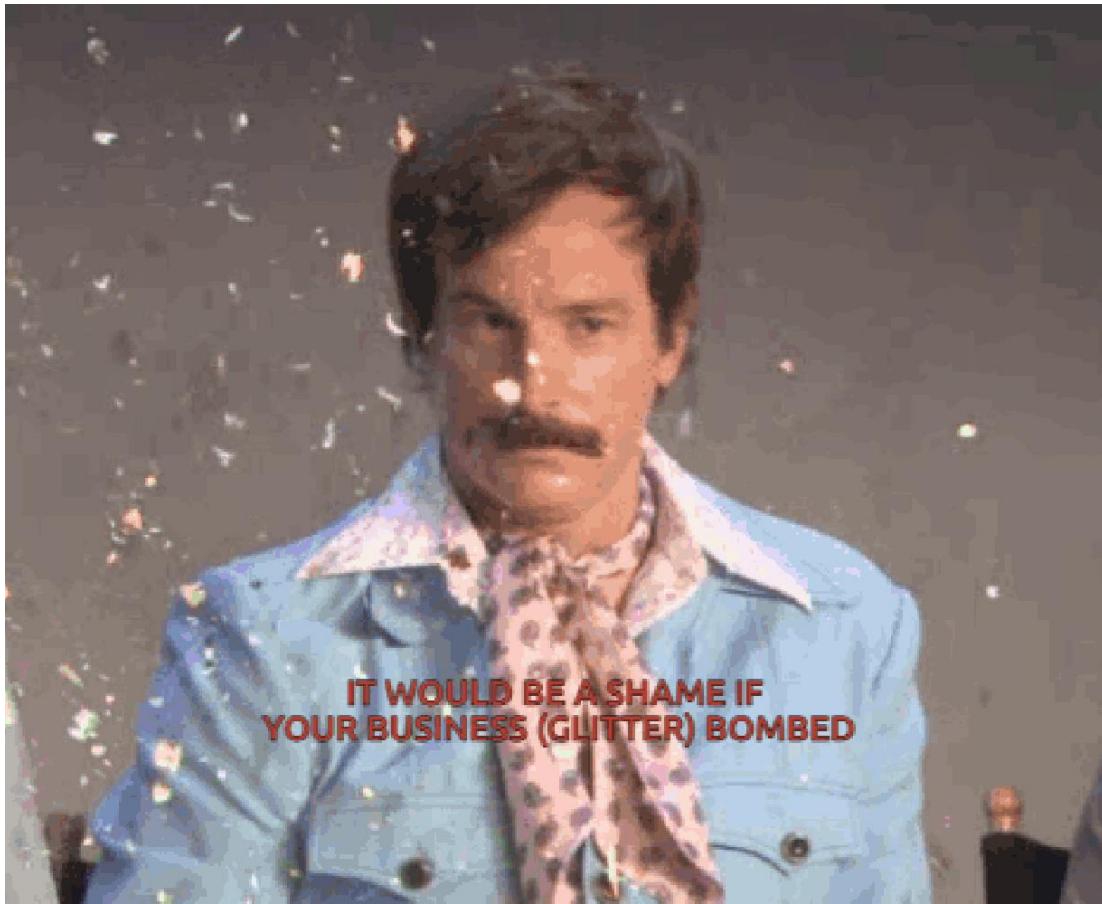
that Peyton's service recommendations were unnecessary and overpriced. However, Drew doesn't have any expertise in auto mechanics and did not get a second opinion. Drew's agitation about Peyton's recommendations led to a series of increasingly heated conversations between Drew and Peyton, which culminated in Peyton verbally instructing Drew never to contact Peyton again. Drew became enraged with Peyton and privately vowed vengeance against Peyton.

Peyton's business is a sole proprietorship. The business runs a website at peytonfinemotors.com and operates its own email servers at that domain name (e.g., Peyton's email address is peyton@peytonfinemotors.com). The "Peyton Fine Motors" brand has achieved secondary meaning in its local market and has a federal registration, but the brand is not widely known outside its local market.

Drew purchased the Glitter Bomb from Ruin Days and had it delivered to Peyton's repair shop. Peyton unsuspectingly opened the item while on the repair shop floor. The glitter explosion startled Peyton so much that it caused Peyton to lose balance, fall onto a piece of equipment, and suffer serious physical injuries requiring hospitalization.

In the Ruin Days' buyer reviews of the Glitter Bomb, there are many videos showing recipients suffering personal injuries upon opening due to the surprise. For example, a different buyer posted a video to Ruin Days showing a car passenger opening the Glitter Bomb in the passenger seat, which surprised the car driver so much that the driver swerved and collided with another car. Ruin Days' employees designated that video a "Sickest Burn" and attached the trophy emoji to the uploader's alias.

When purchasing the Glitter Bomb, Drew included a digital note to Peyton. The note included the well-known 3-second GIF of Dr. Owen Maestro (played by Rob Huebel) throwing confetti, taken from the video series "Childrens Hospital," "The End of the Middle" episode (which runs about 8 minutes long). Assume Warner Bros. owns the Childrens Hospital's episode copyright and registered the copyright in 2010. Drew edited the standard GIF to add the red text that says "It would be a shame if your business (glitter) bombed." Here is a screenshot from the GIF:



(It won't affect your answer, but if you are curious, you can watch the full 3-second GIF at <https://drive.google.com/file/d/1zXKzSBIDTxqktY0n7ZqptgwaKTrs9Nbg/view?usp=sharing>).

Using setting options provided by Ruin Days, Drew configured the delivery of email notifications of the digital note so that it sent one email notification to peyton@peytonfinemotors.com every 5 seconds. Drew hoped that clogging Peyton's inbox with notifications would annoy Peyton. During the notification onslaught, Peyton Fine Motors' server occasionally became overwhelmed, and emails from a few prospective Peyton Fine Motors customers trying to schedule car repair appointments did not get through to Peyton. Those prospective customers took their business to other auto repair shops.

Because the email onslaught arrived during a weekend, Peyton didn't realize the email servers were overwhelmed. As a result, Peyton never took any remediation steps. Instead, the email notifications stopped when Peyton accessed Drew's digital note on the Ruin Days' servers about a day after receiving the first notification about Drew's digital note. After accessing the digital note, Peyton sent a written complaint to Ruin Days that Drew had sent Peyton an infringing GIF.

Drew also registered the domain name “PeytonNot-So-FineMotors.com.” The website consists entirely of links to some of Peyton’s auto repair competitors plus the following language:

Stay away from Peyton Fine Motors. Check out its competitors below.

(Want to advertise here? Contact me).

Hey Peyton, is this page annoying you? You can buy this domain name for \$100 million . (What...too high? You don’t like feeling like you are being overcharged...?)

Finally, after delivery of the Glitter Bomb to Peyton, Drew (using the alias “Sux2BU”) posted a product review at Ruin Days for the Glitter Bomb that said:

This Glitter Bomb sent its recipient TO THE HOSPITAL. Oops. Peyton, hope you feel better soon LOL .

If you’re a prospective customer of Peyton Fine Motors, keep looking. Peyton recommended work on my car that it didn’t need—and tried to overcharge me for it.

(Drew had previously left other product reviews with GIFs and photos at Ruin Days. Ruin Days removed one of Drew’s prior reviews after receiving a proper 512(c)(3) notice regarding that review).

* * *

Analyze the following topics:

- Peyton’s claims against Drew EXCEPT with respect to Peyton’s physical injuries (do not discuss those in response to this bullet point).
- If Peyton sues Ruin Days for claims arising from any of Drew’s online content or conduct, does Section 230 apply to any of those claims? For purposes of this bullet point, assume (without analyzing) that Peyton has valid negligence claims against Drew and Schady for Peyton’s physical injuries.
- Warner Bros.’ claims against Drew and Ruin Days.
- Whether Ruin Days properly formed its terms and conditions with Drew.

Note: these bullets are not equally weighted in terms of available points.

Do not discuss: personal jurisdiction; Restatement (2d) of Contracts § 69; web browsing as infringement; inducement; contributory trademark infringement; publicity rights; COPPA; GDPR; CCPA/CPRA; CAN-SPAM or other anti-spam statutes; state domain name statutes; ECPA/state law equivalents; assault/battery; tortious interference; true threats; anti-harassment or stalking laws; intentional or negligent infliction of emotional distress; or Taamneh v. Twitter.

Appendix A

Ruin Day's Terms and Conditions (excerpts)

Please read these Terms and Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

Recipient and Buyer must be of 18 years of age or older. If there is any doubt, do not use our service.

You may NOT use our site to threaten, constitute harassment, violate a legal restraint, or any other unlawful purpose. The buyer agrees this is a gag gift, novelty service for entertainment ONLY and that is their only intention.

We may, but have no obligation to, monitor, edit or remove any content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your content will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your content will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the site. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any content. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any content posted by you or any third-party.

[The terms and conditions also appropriately disclose Ruin Days' agent for service of notice and "three strikes" repeat infringer policy. Ruin Days has also made an appropriate filing to designate an agent for service of notice with the Copyright Office.]