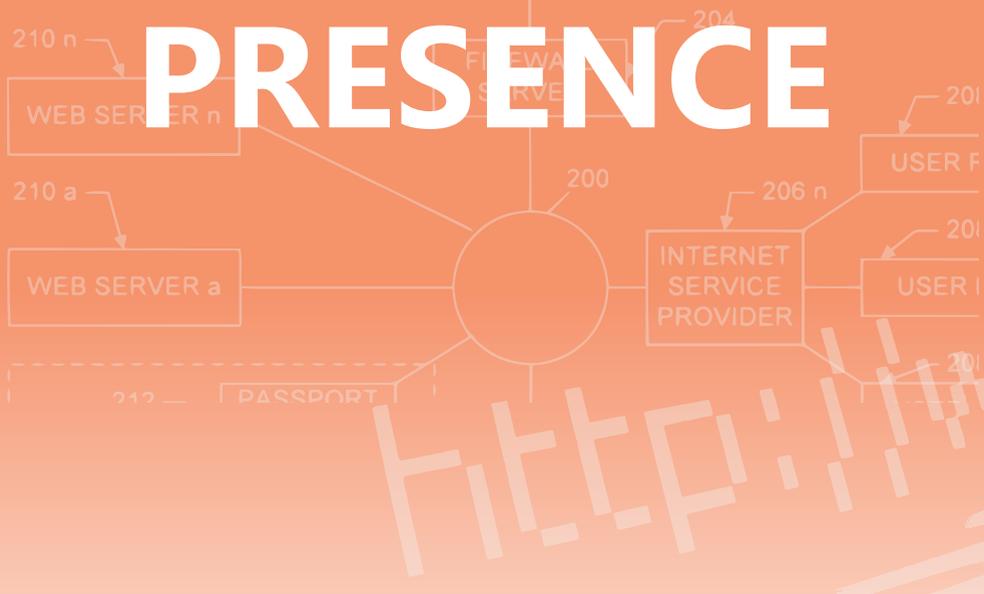


GUIDEBOOK FOR ESTABLISHING AN INTERNET PRESENCE



NYS SCIENCE+TECHNOLOGY

LAW CENTER

AT SYRACUSE UNIVERSITY COLLEGE OF LAW



Division of
Science, Technology
& Innovation

About the Guidebook for Establishing an Internet Presence:

Internet and wireless communication systems have revolutionized business opportunities. Due to its convenience and versatility, Internet commerce generates billions of dollars each quarter. The Internet provides an easy way to present product information and facilitate communication with clients. However, with these advances come new legal, regulatory, and marketing challenges.

This Guidebook was compiled by the New York State Science & Technology Law Center with the aim of providing entrepreneurs information about establishing an Internet-based business or online presence.

About the NYS STLC:

The New York State Science & Technology Law Center (NYS STLC) has been a leading resource in technology commercialization for nearly a decade. Since its inception, the NYS STLC has assisted with hundreds of commercialization projects across New York State. It was established at the Syracuse University College of Law by Empire State Development's Division of Science, Technology and Innovation (NYSTAR) to facilitate New York State's economic development by leveraging the experience and expertise of law faculty and SU College of Law students to assist New York businesses and institutions in delivering new and emerging technologies to the marketplace.

Advisement:

The information contained in this pamphlet is intended to be an introductory guide for businesses with a drug, medical device, or substance for use in foods. For further reading, literature from the FDA is cited in the Acknowledgments section.

No part of the guidebook, attachments, or related discussions constitutes legal advice or written opinion of counsel. For legal advice, please consult with an attorney.

Any opinions, findings, conclusions, or recommendations expressed are those of the author and do not necessarily reflect the views of the New York State Department of Economic Development.

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1 Introduction

For businesses both large and small, effective use of the Internet has become critical to commercial success. Whether the business is a family-owned restaurant or a manufacturer of custom car parts that ships around the world, consumers take to the Internet every day to determine how to best spend their money. While Internet usage is pervasive with almost every demographic, there are unique issues that arise when conducting business online that may not be readily apparent or manageable.

This guidebook seeks to address some of the most common issues for companies seeking to create an Internet presence and conduct business, such as how to protecting intellectual property, complying with data protection and consumer communication regulations, handling sales tax, and advertising within the guidelines of the Federal Trade Commission.

2 Using the Web

2.1 Domain Names

Domain names are the Internet equivalent of real estate, and while online businesses can “rent” space from another website that provides them with a digital storefront, many business owners will opt to have a standalone website as either a supplement or exclusive customer destination. Just like traditional real estate, domains vary in price, and while many are available for a minimal cost, value can rise and fall over time based on the market and from whom the buyer is seeking to obtain them. Additionally, the cost for a .com or .org domain will likely differ from less conventional domains. Still, even at a higher price, obtaining a domain is much easier than purchasing physical space, making it easy for even the newest startups to begin creating an online presence.

Most American commercial entities elect for a .com domain, while nonprofit groups generally use the .org domain. For companies with an international footprint that need to specifically cater to different countries or regions, country-specific domains can be utilized, allowing companies to develop standalone websites for each country of interest, rather than having to develop one site that dynamically adjusts based on from where the user comes. In a case like this, COMPANY X may seek to register the following domains:

- companyx.com (as its U.S.-based page, or landing page where a user can select from which country he or she comes);
- companyx.co.uk (as its United Kingdom-based page, which utilizes “.co” to indicate that it is a commercial page); and
- companyx.com.fr (as its French-based page, which utilizes “.com” to indicate that it is a commercial page, similar to the domain structure of the United States).

While the ability to craft an online offering to different regions is relatively simple, this ease of accessibility does come at a cost. Anyone can register a domain, even if they don’t plan on actively using it, which means that startups may find that the domain that makes the most sense for

a new business is already taken. The more unique a business's name is, the more likely it will be that the desired domain will be available, making the early-stage development of a new brand critical to its online success.

If the desired domain for a new business is already taken, there are ways to attempt to purchase it from the current owner.

1. **Independent Purchase:** By performing a free WHOIS search on a domain, a researcher can determine the contact information of the party who registered the domain. It is possible for domain registrants to hide this information, which may limit the usefulness of this option.

2. **Domain Brokers:** Many websites that offer domain registration also offer a service that will attempt to broker a deal with the owner of a desired domain on behalf of an interested buyer.

3. **Domain Expiration:** Domains have to be renewed at certain intervals. If a domain lapses, it is possible to try and acquire it, though many sites have protections that allow the prior registrant to re-obtain the domain in the event of an unintended lapse. A number of sites exist that will allow users to see recently lapsed domains, though this often requires a paid membership.

The inability to purchase the ideal domain may be an early indication that a business's name is too common for it to effectively differentiate itself, regardless whether the similarly named businesses compete in the same markets. For new businesses at the very early stages of development, choosing a name based on domain availability is a good way to avoid excess costs related to purchasing domains from other parties or rebranding a business.

Many businesses choose to purchase domain names in advance of incorporating a business. This minimizes the chance that automated domain purchasers will seize the domain in an attempt to extort money from a new company in exchange for selling the desired domain at a substantial markup.

2.1.1 Cyber Squatting

Cybersquatting is the registering, trafficking in, or using an Internet domain name with the bad faith intent to profit from the goodwill of a trademark belonging to someone else. For established businesses seeking to create an online presence, the discovery that a desired domain name is already taken can be a concerning revelation. Unlike new businesses that may simply need to rebrand if they are unable to obtain a preferred domain, established businesses have two primary ways to seek relief if it can be shown that the domain is being held by a cyber squatter.

Option 1: The Anti Cybersquatting Consumer Protection Act

The first option utilizes the 1999 Anti Cybersquatting Consumer Protection Act (ACPA). The ACPA creates a federal cause of action when a registrant intends to profit from a protected mark in bad faith and either registers, traffics, or uses a particular domain name. If a suit is successful, the court can order the domain name be transferred to the aggrieved party. Additionally, some cases may warrant monetary damages.

Depending on the kind of mark the aggrieved party has, different standards need to be met in order to successfully bring a claim:

- **Distinctive Marks:** Use must be identical or confusingly similar
- **Famous Marks:** Use must be identical, confusingly similar, or dilutive
 - Examples of famous marks include Xerox and Coca-Cola

If the domain being sought meets one of these standards, the question becomes whether the domain registrant operated in bad faith. While there is not an exhaustive list of criteria that a court can evaluate, there are nine things that the ACPA explicitly outlines as permissible for consideration:

- 1) the trademark or other IP rights of the current registrant in the domain name;
- 2) the extent to which the domain name consists of the legal name of the current registrant or a name that is otherwise commonly used to identify that individual;

- 3) the registrant's prior use of the domain for the bona fide offering of goods or services;
- 4) the registrant's noncommercial or fair use of the mark in a site accessible through the subject domain name;
- 5) the registrant's intent to divert consumers from the aggrieved party's online presence in a way that could harm its reputation, either for commercial gain or for the purpose of damaging or disparaging it;
- 6) the registrant's offer to transfer or sell the domain name to any party for financial gain without ever having used or intended to use it for offering goods or services, including the registrant's prior conduct that could indicate a pattern of behavior;
- 7) the registrant's misleading false contact information used when applying for a domain name, intentional failure to maintain accurate contact information, or prior conduct that could indicate a pattern of behavior;
- 8) the acquisition of multiple domain names, that, without regard to goods or services, the registrant knows are identical or confusingly similar to marks that are distinctive at the time of registration, or dilutive of marks considered famous at the time of registration;
- 9) the extent to which the mark incorporated in the registrant's domain name is or is not distinct or famous

While a court can review a substantial amount of evidence when making a determination regarding bad faith, it must also take into consideration whether the registrant acted in good faith when registering any domains involved in the lawsuit.

Operating in good faith means that the registrant both objectively believed, and had subjectively reasonable grounds to believe that the use of the domain name was either lawful or qualified as fair use. If a court finds that the registrant was operating in good faith, the defendant cannot be made to turn over any domain names involved in the lawsuit, regardless of name similarity, or the likelihood that consumers will be confused.

Option 2: Reclaiming Domains through ICANN

Like any lawsuit, seeking to acquire a domain name through ACPA can take a great deal of time and money, which may make it prohibitive for smaller businesses. The Internet Corporation for Assigned Names and Numbers (ICANN) is a nonprofit that is primarily known for being the role as the technical coordinator of the Internet's Domain Name System. ICANN also develops policy and works with industry stakeholders to shape the future of the Internet's infrastructure.

One of ICANN's policies is the Uniform Domain Name Dispute Resolution Policy (UDRP), which creates a legal framework for parties seeking relief from an abusive domain registration. More specifically, the UDRP can be used when a domain registrant:

- registers an identical or confusingly similar domain name without the right or legitimate interest in the trademark or service mark; and
- registers the domain name in bad faith.

Unlike the ACPA, seeking recourse through the UDRP does not utilize a traditional courtroom, as its authority comes from ICANN, as opposed to state, federal, or foreign governments. Due to the policy not being bound to a particular country or region, any person or company in the world can file a complaint through the UDRP. While this makes the UDRP an accessible method of seeking relief, not all domains fall under its purview. Fortunately, the major generic top-level domains (gTLDs) like .com, .net, and .org all fall under the UDRP's scope, as well as more than 70 country code top-level domains (ccTLDs) like .fr (France), .au (Australia), and .es (Spain).

Additionally, since the UDRP does not utilize the traditional court system, the administrative process is traditionally faster and less expensive than going to court. For example, to have a single panelist hear a complaint regarding one to five domain names, the cost is \$1,500. The World Intellectual Property Organization (WIPO) maintains a list of eligible panelists organized by country, which is referenced in the Acknowledgments section. Furthermore, the decision-making parties utilized by the UDRP are experts in trademark law, e-commerce, and

domain name matters. Finally, the UDRP does not preclude either party from going to court after the completion of the administrative process, or keep parties from utilizing it after an unsuccessful or unsatisfactory court ruling.

2.1.2 Typosquatting

Another consideration to be aware of when selecting domains is whether there are domains that users may inadvertently visit when making spelling mistakes. Owners of domains meant to take advantage of users who misspell URLs are known as typosquatters.

Elaborate typosquatting schemes seek to prey on users by presenting a website that looks similar to the user's intended destination. Users who are unaware of their error may inadvertently divulge personal and financial information. To mitigate that risk, many popular websites purchase domains based on common misspellings. For example, Google owns the domains for both "gogle.com" and "google.com," and Amazon owns the domain for "amazonn.com."

As with cybersquatting, the ACPA and the UDRP both provide avenues for companies seeking to obtain remedies from owners of domains that seek to take advantage of a user's typographical errors.

2.1 Web Hosting

A web-hosting service provides space on a server that can be leased by companies so that they do not have to purchase or maintain their own hosting hardware. Selecting the right web-hosting service is crucial, and there are several factors to consider:

- **Reliability:** It is important to ensure that the web host does not constantly suffer from outages. Reliability statistics are reported by the web hosting sites themselves, although these may not be accurate. A better way to check the reliability of the available web host services is to check if they offer money back guarantees and the user ratings on other websites.
- **Access to Support Personnel:** In the event that a website suffers an outage, having support personnel that are readily available to rectify

issues are essential to a positive customer experience.

- **File Space:** The amount of server space needed depends on the type of content the website requires. The more graphics that are provided in each website, the more space that is needed. While many web hosting services offer large hard-drive packages, many companies never utilize the majority of that space for which they pay. Calculating the approximate amount of space needed before purchasing can keep companies from spending more than is necessary. One way to estimate the space a site will need is by building a site map. A site map lets companies determine the number of pages required and determine the types of files that will be on each page.
- **Bandwidth Limits:** Web hosting companies place a limit on the amount of traffic a website may receive and may charge extra if that limit is exceeded. For example, assuming the maximum website size of 2MB that receives 1,000 visitors per day viewing everything on a website once, a transfer of 20MB per day or about 1GB per month would be needed.
- **Secured Server:** If a website will be collecting credit card information or personal information, it is recommended to pay an additional monthly fee for a security service provided by the web hosting company. This feature allows the information on the website to be encrypted and prevents it from being easily stolen.
- **FTP Availability:** A File Transfer Protocol program (FTP) is one of the fastest and cheapest ways to upload data to a host's server.
- **Post Office Protocol (POP) Email Accounts:** POP accounts allow for secured access to mail sent through the website email address. Different POP accounts should be set up for each department of a business.
- **Additional Software:** If the website will be used to conduct online sales, it may be best to select a web host that provides additional point-of-sale platforms. Not all hosting services provide these additional platforms, and many may charge an additional fee for their utilization.

2.2 Website Design

A website's design is the first impression most consumers will have of a particular company. With so many choices available for consumers, a company cannot rely on the old adage of "don't judge a book

by its cover” when making design decisions. Many consumers expect a certain level of polish before feeling comfortable giving a company their business. Even if a company does not have anyone particularly well-versed in website design, it is essential that a website’s design be as appealing and well-maintained as a brick-and-mortar store’s facade. Creating a simple website with easy access to the most critical information puts visitors at ease and gives a strong first impression.

It is also critical to ensure that a website’s design scales or adjusts when being viewed by users on mobile devices. The use of mobile phones for Internet browsing has significantly increased, and users expect that websites will work on these devices. Not only are customers very likely to leave a website that is not mobile friendly, but Google has initiated an algorithmic filtering system to its search engine that lowers a website’s search result ranking if it is lacking mobile compatibility. Therefore, Internet-based companies have a strong incentive to make their websites compatible with mobile devices to both keep current customers and attract new ones.

When it comes to website designing, there are a number of options. For companies that don’t need a design built from the ground up, many hosting services come with online tools that make it easy to publish a professional-looking website without needing any web development experience. For companies requiring a certain degree of control and specificity, website designers can help a company customize every detail of a site’s layout and template. When selecting a potential site designer, a review of the designer’s portfolios can provide examples of what the finished product might look like.

While web designers are the more expensive option, this choice allows a company to focus time and energy on other aspects of business. Despite the fact that producing a quality and attractive website is essential, it may not be the most practical matter to spend a large sum of money to do so.

3 Marketing an Online Business

3.1 Search Engine Marketing

3.1.1 Search Engine Optimization

Search engine optimization (SEO) is the process of changing the visibility of a website or particular page in a search engine's unpaid results. Typically, the higher the ranking on the search results page and the more frequently a website appears in a search result list, the most likely it is that the users of that search engine will visit that particular website.

Generally speaking, SEO involves any activity that will get a website a higher ranking. Typically, SEO considers what people search for, how search engines work, keywords used when searching, and which search engines targeted audiences prefer to use. For most companies, SEO efforts are primarily targeting the three largest search engines: Google, Bing, and Yahoo.

Google has published an SEO Starter Guide with best methods to improve a website's prevalence on its search engine, which is cited in the Acknowledgments section. The first tip that Google provides is to create unique and accurate page titles. Each page should have a unique title, which helps a search engine know how the page is distinct from others on the website. This will help users recognize whether the page is likely to be relevant to their search. It is also important to accurately describe the page's content by choosing a title that effectively communicates the topic of the page's content. The titles used should be both short and informative. If the title is too long, the website owner risks that the search engine will only provide a portion of the title in the search result, which could eliminate an important aspect of the website the owner is trying to convey.

The next important step to consider is creating the website's meta tag. A meta tag is a snippet of text that describes a page's content. The tags don't appear on the page itself but in the page's code. In a Google search, the meta tag is the sentence or two below the website's title that briefly describes what is on each page. Since most search engines will try to find a sentence on the website that describes what is on the page, using a meta tag effectively gives a website creator greater control over how a website

is presented and indexed by search engines. Alternatively, a search engine will often use a sentence from the body of text on the particular page. Depending on the method chosen when designing a website, there may not be that level of control over the code of each page. However, if that control exists, it is important to make use of the meta tag. Adding a meta tag to each page is a good practice in case the search engine cannot find a good selection of text to use as a snippet. Google's Webmaster Tools provide a content analysis section that will tell users about description meta tags that are either too short, too long, or duplicated many times.

The next step to consider is improving the structure of URLs. A simple URL will convey the content information easily and will be more attractive to users. It is important to make sure to use URLs that are relevant to the site's content. Visitors will be more likely to remember them and may be more willing to share them with others. Also, when organizing a website's structure, a simple directory structure will make it easier for visitors to know where they are on the website.

3.1.2 Pay Per Click Advertising

Pay per click advertising is an advertising technique that is used to direct traffic to particular websites and is particularly popular with search engines. With this model, an advertiser pays a publisher only when the ad is clicked by a viewer.

When used on a search engine, advertisers can bid on which keyword phrase search results will display their advertisements. Each advertiser bids according to how much it is willing to pay per click for a particular word. An advertisement's page position is based on the price a company is willing to pay in the auction and the ad's popularity. Google uses AdWords as its pay per click auction service, while Yahoo and Bing share the Yahoo Bing Network as its pay per click auction service.

3.1.3 Cost Per Impression Advertising

Cost per impression (CPI) advertising, also known as CPM

advertising, is a traditional advertising term used in the media and is now used frequently in online advertising and marketing related to web traffic. CPI refers to the traditional advertising or Internet marketing campaigns where advertisers pay each time the ad is displayed. Most advertising services like Google and Bing sell or auction blocks of 1,000 impressions.

3.1.4 Search Analytics

Search analytics use the data from visitors' searches to discover particular interactions among searchers, a search engine, or the content found while searching. These analytics help website owners understand and improve their performance on search engines by identifying highly valuable site visitors or understanding user content, and can very useful for search engine marketing and SEO. Some examples of search analytics methods include search volume trends and analysis, reverse searching, keyword monitoring, search result and advertisement history, advertisement spending statistics, website comparisons, and affiliate marketing statistics.

3.2 Display Advertising

3.2.1 Contextual Advertising

Contextual advertising is a form of targeted advertising for advertisements that appear on websites or mobile browsers. A contextual advertising system scans a website's text for keywords and returns advertisements on the website based on those keywords. These advertisements may be displayed on the website or as pop-up ads. Google AdSense was the first major contextual advertising network. Recent technology/service providers have come up with more sophisticated systems; however, Google AdSense appears to be the best value for emerging websites due to the sheer size of its advertising network.

3.2.2 Behavioral Targeting

Behavioral targeting uses information collected from an individual's web browsing to publish advertisements aimed at attracting

similar individuals. A website can record the amount of time spent on each page, the links clicked on, the searches made, and things with which they interact. Site publishers can use this data to create defined audience segments based on visitors having similar profiles. On a more personalized level, websites like Amazon can use a customer's search engine history to make tailor-made suggestions for potential purchases.

3.3 Social Media Marketing

Social media marketing includes any technique that gains website traffic or attention through social media sites. Social media marketing can be very effective and a low-cost way to market a business. One way to develop a social media strategy is to continuously research and observe a competitor's activities. It is important to establish a presence on all popularly used social media platforms, particularly Facebook and Twitter. Depending on the type of business, an Instagram or YouTube account may be useful for advertising and driving consumer engagement. Some ways to ensure that social media is being used effectively include:

- **Checking a competitor's posting frequency:** This can help a company develop a schedule for how many times per month posting should occur. Companies want to keep customers' attention without driving them away due to excessive posting.
- **Determine what content is most popular:** Reviewing social media engagement on a company's posts provides excellent metrics to help determine what kinds of posts are the most popular and reach the widest audience.
- **Manage and build an online reputation:** Companies should review and respond to customer feedback on both company-owned social media and third-party review sites. Responding to criticism or negative reviews in a thoughtful manner can turn negative experiences into positive ones and helps to minimize the reputational damage a negative review has on consumers who read it.

3.4 Email Marketing

Email has quickly outpaced traditional posts as the primary means of communicating with new and current customers, with one research

group estimating that about 14.4 trillion emails are sent every day. Email marketing is directly marketing a commercial message to a group of people using email. Every email sent to a potential or current customer could be considered email marketing. There are two major types of email marketing: transactional email and direct email. Transactional emails are sent based on a customer's action with a company. The primary purpose of these e-mails is to initiate, finalize, or confirm a commercial matter that the recipient has agreed to enter into with the sender. Direct emails are sent solely to communicate a promotional message. Companies usually collect a list of customers and potential customers to whom they can send direct promotional messages, or they can rent a list of email addresses from service companies.

3.4.1 Commercial Email and the CAN-SPAM Act

For any business, email will serve as a critical part of communicating information and attracting sales and brand engagement. While almost everyone is used to sending an email to a colleague or friend, using email for business purposes comes with certain guidelines and expectations developed by the Federal Trade Commission (FTC). The FTC has been given the authority to regulate commercial email primarily through the CAN-SPAM Act of 2003, which established national standards for the sending of commercial email.

3.4.2 What Correspondence does the FTC and CAN-SPAM Act Cover?

Despite the CAN-SPAM Act's name, the FTC has oversight over all forms of commercial messages, not merely correspondence that might be considered spam. The act defines commercial messages as, "any electronic mail message [with] the primary purpose of ... commercial advertisement or promotion of a commercial product or service." This definition is also meant to include emails intended to promote content on a commercial website, even if it does not explicitly advertise for a particular product or service. This very broad definition also includes correspondence between businesses, as well as correspondence with former customers about new product offerings.

Determining whether an email qualifies can still be perplexing. To that end, the FTC categorizes email content into three groups to make the distinctions clearer:

- **Commercial Content:** This content advertises or promotes a commercial service or product, including content on a commercial website.
- **Transactional or Relationship Content:** This content furthers a pre-existing transaction or informs a customer about updates or the progress of an ongoing business transaction. Emails that fall into this category often include information about warranties, recalls, account or subscription information and employee benefits.
- **Other Content:** This category includes all remaining emails that are neither commercial nor transactional in nature.

Even with these distinctions, many e-mails contain elements of both commercial and transactional content. The FTC determines whether the correspondence should be considered commercial or transactional in nature by evaluating the primary purpose of the message. The determination is made using two different tests: (1) the subject line test, or (2) the placement of content test.

The subject line test is relatively straightforward. If a recipient would reasonably conclude from the subject line of the correspondence that the email contained an advertisement or promotion, it would be considered a commercial message that must comply with the CAN-SPAM Act. Alternatively, if the transactional or relationship content in the email does not mostly appear at the start of the correspondence, the message would also be considered commercial, regardless of the subject line. The FTC can also consider how much of the email's content is transactional or commercial, meaning that starting an email with a small amount of transactional content, followed by a disproportionate amount of commercial content, may still be considered to be a commercial correspondence.

For correspondence that includes a mixture of both commercial and other content, a similar primary purpose test is applied to determine if

CAN-SPAM Act requirements must be met.

3.4.3 What are the Penalties for Violating the CAN-SPAM Act?

Since a single message can be deployed to tens of thousands of people at the click of a mouse, it is incredibly important for a business to comply with commercial e-mail regulations. A single infraction can result in a fine of up to \$16,000, and the CAN-SPAM Act states that liability arises for “each separate email” that is in violation of the rules, meaning that if a business sends a non-compliant e-mail to 10,000, there is the risk of facing a fine of up to \$160 million. Additionally, multiple parties can be held liable for e-mails that fail to meet the FTC’s commercial correspondence requirements, meaning that both the company being promoted and the company that sent the message can be held responsible. This makes it especially critical to evaluate third parties that might be contracted to handle commercial e-mail.

3.5 Growth Hacking

Growth hacking is a relatively new marketing strategy with a set of frameworks, tactics, and best practices designed to help startups think critically about the problem of user growth. This new process focuses on acquiring and engaging users by combining traditional marketing and analytical skills with product development skills. This concept of “growth hacking” is recognizing and focusing on understanding users and how they discover and adopt a company’s products. This marketing strategy allows one to obtain and retain more users by building features into a website or mobile application rather than spending money on marketing. This excerpted list from the Kissmetrics Blog lists a number of the best growth hacks that can be integrated without having to pay for proprietary software integration. The complete list is referenced in the Acknowledgments section.

- **Website Speed:** This is a crucial feature that can impact the user growth of your website. Studies have shown that 7 percent of visitor engagement reduces with every second of delay to a website’s responsiveness. The ideal page load time for most websites should be

under two seconds.

- **Display Social Proof:** Fill all of your pages with social proof, such as testimonials, logos of your biggest clients, customer statistics, and case studies. Using this tactic reassures customers and encourages visitors to become members of customers.
- **On Ramp Program:** First-time customers are the harshest critics of your website. It is crucial to leave a great first impression. Failing to do so will cause the first-time customer to be lost forever. Here are some ways to retain most of your customers:
- **New-User Experience:** Make sure to provide new customers with the new-user experience. Provide new users with a step-by-step navigation tutorial to get started.
- **Email Drip Campaigns:** Prepare a set of scheduled emails for newly acquired customers. Give new customers valuable content that they weren't expecting. In these emails, introduce other products or features of your product. A popular model is the 3:1 ratio between valuable content and other offers. In other words, try sending three emails right after someone becomes a customer that helps them solve their problems. On the fourth email, provide an offer for another product. Be sure to test different rations with customers to see from what they get the most value. Also, be sure that you are complying with the commercial email requirements discussed previously in this guidebook.
- **Product Integrations:** Using this tactic allows you to not have to build a customer base from scratch. Instead, you can integrate your product into another product's customer base, such as Facebook. This can be done using APIs.
- **Viral Loops:** This is the main concept of growth hacking. A viral loop means that if you start with five customers, they'll bring more than five other customers to you. Each batch of new customers gets larger as you go viral. However, this tactic cannot be used for any product or website. It must be built into your product. For example, Skype users are encouraged to refer friends and family to join so that everyone can keep in touch. A product for Skype is ideal for sharing. However, some are not and therefore this approach would not work for them.

4 Additional Considerations

4.1 Customer and Data Security

It has become increasingly common to see stories regarding the importance of customer security and privacy online. Today, it is almost impossible to operate a website without some risk of user information being stolen. While it is impossible to create something 100% secure, there are ways to decrease the risk of a security breach. This section focuses on some of the consumer protection and security considerations that companies should pay attention to when creating a website.

Businesses operating on the Internet usually collect and retain personal information from consumers. This information can include names and addresses, as well as Social Security, credit card, and bank account information. Protecting this information is crucial to avoid legal issues and maintaining a respectable company reputation. Additionally, consumers should be made aware of a website's privacy policy and notified on how the business collects, uses, shares, and protects the data collected.

There are several factors to consider when crafting an Internet privacy policy for a website. A business should thoroughly explain how it collects and uses the personal information obtained. When crafting an Internet privacy policy, make sure to include several policies.

4.1.1 Cookie Policy

Cookies are used to store user preferences or shopping cart contents. A policy should make clear how a company will use this information and contain contact information so that the customer can easily reach out with any concerns. There should also be accessible links to the company's privacy policy to display the high-security measures the company takes in regards to its customer's privacy.

4.1.2 Children's Online Privacy Protection Act (COPPA)

If a website targets children under the age of 13, a business must comply with COPPA. This federal law applies to all websites that collect

personal information by persons or entities under U.S. jurisdiction from children under 13 years of age.

Under this law, a website operator must include a privacy policy, information about seeking verifiable consent from a child's parent or guardian, and state what responsibilities the website operator has to protect children's privacy and safety on the Internet, including restrictions on the marketing to those under 13.

4.1.3 Seals of Approval

Retaining a seal of approval from a third party that validates privacy and security policies increases credibility and helps in obtaining the trust of customers visiting a website. These third-party companies also provide additional services such as creating privacy policies, reviewing existing policies, and conducting annual compliance audits.

4.2 Consumer Protection Laws

Prior to the Internet, consumer protection had been defined by state law. Since the Internet operates across state boundaries, websites engaged in electronic commerce must comply with both federal and state laws of all states from which they will accept orders. In addition, companies must comply with the Magnuson-Moss Warranty Act. This act applies to sellers of goods or consumer products, which includes goods normally used for personal, family, or household purposes. This statute requires that the terms of a written warranty for any goods costing more than \$5 must be fully and conspicuously disclosed to consumers prior to a sale. In order to qualify as a "full warranty," a vendor's written warranty must:

- provide that a defect, malfunction or failure to conform with a written warranty will be corrected within a reasonable time, without charge;
- place no limitation on the duration of any implied warranties;
- not exclude or limit consequential damages for breach of a warranty unless conspicuously noted on the face of the warranty; and
- give a consumer the option to obtain a refund or have the product replaced where a direct defect or malfunction remains after a reasonable

number of attempts to remedy it.

4.3 Application Program Interfaces

Application programming interfaces (APIs) are computer programming tools that allow application developers to write codes that interface with other existing software. There are three types of APIs: public, often known as open APIs; private, which are only used for internal system processes; and hybrid APIs, which are private APIs with restricted access provided to selected partners. Access to this interface allows developers to connect to already-existing proprietary software. It is a software intermediary that makes it possible for application programs to interact with each other and share data. Software companies release their API to the public so that other software developers can design products that are powered by its service. In short, APIs define a way in which a software program communicates with another application or program.

APIs are an easy way to provide access to certain business assets. The business asset can be information itself, information about a product or service, or direct access to the product or service. Integrating APIs into an Internet-based business can be very beneficial and cost efficient.

A list of useful APIs to use for an Internet-based business is provided below, courtesy of Cameron Chapman, a writer for the Web Designer Depot. All of these APIs are open to developers who wish to integrate them with their website, so long as they are used within the developer's terms of use provided by the API providers. For the full list, see the Acknowledgments section for a complete source citation.

▪ **Google APIs**

- **Feed:** This lets you download any public feed, including RSS, Media RSS, and Atom, and then combine them into mashups. It simplifies the mashup process by using JavaScript rather than more complex server-side coding.
- **Places:** Google Places is a large directory of local businesses and attractions all around the world. The Places API allows you to access that information and display it on your website as well as display check-ins by users.

- **Geocoding:** The Geocoding API lets you convert any address into geographic coordinates, which can then be used to place markers on a map.
 - **Static Maps:** You don't always want an interactive map on your site. Sometimes a static map is just what you need. The Static Maps API lets you embed static Google Maps onto your site, including customized maps.
 - **Directions:** The Directions API lets your users get directions from one point to another using a variety of travel modes from within your site or app and doesn't require a Google Maps API Key.
 - **YouTube:** YouTube has two APIs available: Player APIs and Data APIs. The Player API allows you to have an embedded player or a Chrome-less player that you can then customize within HTML or Flash. The Data API lets your app perform a lot of the operations available on YouTube, including uploading videos and modifying user playlists.
 - **Moderator:** Google Moderator is a tool for collecting ideas, questions, and recommendations from any size audience. The API allows your website or application to do the same.
- **Social Media APIs**
 - **Twitter:** Twitter has a host of developer tools surrounding their API that lets you create apps that interact with virtually any of Twitter's functions.
 - **Facebook:** Facebook offers APIs for working with Credits, Ads, Chat, and more, including a couple of legacy APIs that are no longer actively supported. Also found here is the Graph API, which is the backbone of the Facebook platform and enables your app to read and write data to Facebook.
 - **Awe.sm:** Awe.sm offers a number of developer APIs for integrating their social media campaign tracking tools into your app or website.
 - **Foursquare:** The Foursquare API not only allows you to create apps that interact with the Foursquare service, but also to use Foursquare's place-related database as a standalone service.
 - **Social Mention:** The Social Mention API provides a stream of real-time search data from a number of social media services for integration into other applications. It's free for personal and noncommercial use.

- **Yelp:** The Yelp API lets you access business listing information, business ratings, and review excerpts from Yelp in your application or website.
- **Zillow Neighborhood Information:** Real estate site Zillow offers APIs that give access to neighborhood information that can be integrated into other applications. Zillow also offers a number of other APIs, including postings, property details, and home valuations.

4.4 Terms and Conditions

Terms and Conditions (T&Cs) are generally intended to limit a website owner's liability from the public's use of the website. T&Cs may be seen as performing four legal purposes:

- establishing policies on the use of the website;
- negating inferences that could otherwise have a detrimental effect on the site owner's intellectual property rights;
- binding a user to contractual obligations (which may or may not be effective); and
- complying with requirements that disclosures be posted on a website.

T&Cs may form binding contracts if properly presented to users. Even when a contract is not formed, T&Cs may serve some valuable objectives, such as preventing certain behavior on a website or providing notice of the policy to a user.

Sample T&C forms and templates can be found on the Internet or generated through websites. However, the agreements and generic templates may be out of date or may inadequately address the business's particular needs. The terms required for a social networking website would be different from an online retailer. There are websites that help generate custom refund, privacy, and terms of service policies.

As with the drafting of any agreement, it is important to contact an attorney to ensure that a set of Terms and Conditions complies with federal and state law. The following list contains some best practices regarding the structure, drafting, and style of a website's T&C:

- Include clear notice that access to the website is subject to the T&Cs.

- Verify that the T&Cs are printable and viewable by users before users are required to provide assent.
- When possible, use a “click-to-accept” contract rather than relying on implied assent.
- Require users to check a box next to words such as “I have read the Terms of Service and agree to be bound by them” or “By clicking on this button, you agree to be bound by our Terms of Use Agreement.”
- When the T&Cs are merely posted to the website, make sure to use express language that is prominently placed on the website to put users on notice that the use of the site is conditioned on the terms.
- When the T&Cs are changed, make sure to provide notice and obtain express or implied assent to the revised terms. This could be as simple as sending an email informing the customer that the T&Cs have changed.
- Make the T&Cs as short and clearly written as possible.
- Make sure that the T&Cs are consistent with any industry-specific practices.

4.5 Online Financial Transactions

Today, most consumer transactions now occur over the Internet and are paid for by payment cards, such as credit or debit cards. Federal law generally limits consumer’s risk of loss in credit card transactions, while card associates, such as Visa or MasterCard, require issuing banks to absorb any lost funds.

Merchants and online financial providers are generally expected to bear the legal and financial risk of loss in a given commercial transaction. While a consumer’s liability is generally capped at \$50 when a payment card is used without authorization from an online transaction, a merchant’s losses are not capped and may potentially involve large amounts of loss to the business. Many organizations are taking an active role in merchant security. For example, merchants that fail to follow MasterCard’s and Visa’s mandated security policies face both card-association imposed fees and prohibitions in processing their cards.

There are several technologies available for websites to improve the security of online payments. Secure Socket Layer (SSL) and Secure HTTP allow for encrypted communications to be transmitted to and from a website and may be used to securely transmit credit card or debit card information. The Secure Electronic Transaction Protocol is a protocol that Visa and MasterCard jointly developed as a method to secure payment card transactions over open networks. This protocol uses cryptography to provide confidentiality, ensure payment integrity, and authenticate both merchants and cardholders. While these technologies are important for any online merchant to use to keep customer information safe, it is also important to research additional technologies that will help ensure customers are not at risk.

4.6 State Sales Tax

All sellers that sell goods or taxable services must register with the Tax Department before beginning business. Internet vendors must collect sales tax on Internet sales to customers in states where the vendor's business address has a physical presence. Physical presence can include having an office, warehouse, store, or having sales representatives in a given state.

Where a business does not have a physical presence in a given state, the vendor may still be required to pay sales tax under a state's "Amazon Law." For example, in New York State, if the State finds a "sufficient nexus" between the vendor and the State, the vendor is subject to New York sales tax.

Upon registration with the Tax Department, sellers must obtain a Certificate of Authority that permits sellers to collect tax on taxable sales. The amount of sales tax collected is determined by the customer's location. Thus, the total tax that must be added to a taxable sale is the state sales tax rate plus the local sales tax rate of where the customer has the good delivered. For example, if the customer is in Syracuse, N.Y., the sales tax that must be added to the transaction must be 8 percent because the New York State sales tax rate is 4 percent and Onondaga County's sales tax rate

is also 4 percent. Further information on Internet sales taxes can be found on the New York State Department of Taxation and Finance website. A certified public accountant (CPA) or tax attorney should be consulted for further information and tax compliance advice.

5 Sample Terms and Conditions Template

The following sample T&C is a template provided by Shopify.com and cited in the Acknowledgments section.

SAMPLE TERMS OF SERVICE

OVERVIEW

This website is operated by COMPANY. Throughout the site, the terms “we,” “us,” and “our” refer to COMPANY. COMPANY offers this website—including all information, tools, and services available from this site—to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service,” “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. 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 of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools that are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on COMPANY Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose. Nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service, or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All

descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party

tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products, and services available via our service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices, and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

SECTION 9 - USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example, contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any

comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

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

You agree that your comments 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 comments 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 service or any related website. 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 comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy, please ...

SECTION 11 - ERRORS, INACCURACIES, AND OMISSIONS

Occasionally, there may be information on our site or in the service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing

information, except as required by law. No specified update or refresh date applied in the service or on any related website should be taken to indicate that all information in the service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall COMPANY, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend, and hold harmless COMPANY and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the service constitutes the entire agreement and understanding between you and us, and govern your use of the service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of NEW YORK.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at: generic.email.com.

6 Acknowledgments

2 Using the Web

- *3 Types of Small Business Websites*, NEW BEDFORD INTERNET, available at <http://newbedfordinternet.com/3-types-of-small-business-websites>
- *CAN-SPAM Act: A Compliance Guide for Business*, FEDERAL TRADE COMMISSION, available at <https://www.ftc.gov/tips-advice/business-center/guidance/can-spam-act-compliance-guide-business>
- *Candid answers to CAN-SPAM questions*, FEDERAL TRADE COMMISSION, available at <https://www.ftc.gov/news-events/blogs/business-blog/2015/08/candid-answers-can-spam-questions>
- *Domain Name Disputes*, BITLAW, available at <http://www.bitlaw.com/internet/domain.html>
- *Schedule of Fees under the UDRP*, WORLD INTELLECTUAL PROPERTY ORGANIZATION, available at www.wipo.int/amc/en/domains/fees
- *WIPO Eligible Domain Name Panelists*, WORLD INTELLECTUAL PROPERTY ORGANIZATION, available at <http://www.wipo.int/amc/en/domains/panel/panelists.html>

3 Marketing an Online Business

- Amy Tracy, *Technology Law - Great Google-y Moogley: The Effect and Enforcement of Click Fraud and Online Advertising*, 32 U. ARK. LITTLE ROCK L. REV. 347 (2010) available at <http://lawrepository.ualr.edu/lawreview/vol32/iss3/5>
- Cameron Chapman, *40 useful APIs for web designers and developers*, WEB DESIGNER DEPOT, available at www.webdesignerdepot.com/2011/07/40-useful-apis-for-web-designers-and-developers
- *Bing Ads*, BING, available at <https://advertise.bingads.microsoft.com>
- *Google Adwords*, GOOGLE, available at <https://www.google.com/adwords>
- *Search Engine Optimization Starter Guide*, GOOGLE, available at <https://static.googleusercontent.com/media/www.google.com/en/webmasters/docs/search-engine-optimization-starter-guide.pdf>

- *The 6 Best Growth Hacks to Get Customers Without Having to Pay for Them*, KISSMETRICS BLOG, available at <https://blog.kissmetrics.com/the-6-best-growth-hacks>

4 Additional Considerations

- Ian C. Ballon, *The Enforceability of Unilateral Internet and Mobile Contracts: Express and Implied Assent*, E-COMMERCE & INTERNET LAW (Thomson Reuters eds., 2d 3d. 2016)

5 Sample Terms and Conditions Template

- *Sample Terms of Service*, SHOPIFY, available at <https://www.shopify.com/tools/policy-generator>

If you are looking to work with the NYS STLC or have a specific request for assistance please contact us at:

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nysstlc@law.syr.edu

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