

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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ENIGMA SOFTWARE GROUP, INC., :
 :
Plaintiff, : Civil Action No. _____
 :
v. : COMPLAINT
 :
NICOLAS STARK (a/k/a URIZEN; d/b/a : JURY TRIAL DEMANDED
LAVASOFT, LAVASOFTUSA.COM; :
LAVASOFT.DE, and LAVASOFT.NU) :
and NICOLAS STARK COMPUTING AB, :
 :
Defendants. :
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Plaintiff Enigma Software Group, Inc. (Enigma”), by and through its counsel Davis Wright Tremaine LLP, hereby files this action for damages and for declaratory and injunctive relief against Nicolas Stark, d/b/a Lavasoft, Lavasoftusa.com, Lavasoft.de and Lavasoft.nu, and Nicolas Stark Computing AB (together the “defendants” or “Lavasoft”), and alleges as follows:

INTRODUCTION

1. Enigma, a leading developer and distributor of software and online services that focus on computer privacy and security, brings this action in response to Lavasoft’s false, anti-competitive and misleading listing of Enigma’s products as “spyware” in Lavasoft’s *Ad-aware* software. Enigma offers a variety of popular programs including *SpyHunter*, *SpyHunter Active Memory Scanner*, and *Enigma Popup Stop*. It competes directly with, among others, Lavasoft with respect to computer privacy and security products and services, a market particularly concerned with “spyware,” “adware” and other unsolicited programs that may load onto a user’s

computers without his or her knowledge. “Spyware” and “adware” can allow companies to monitor Internet browsing patterns, collect and disseminate information about those using them and, in some cases, facilitate “popup” advertisements that appear unbidden during Internet use. Spyware can not only track Internet browsing habits, but can also abuse Internet connections by sending user data to third parties, profiling shopping preferences, and altering system files.

2. Both Enigma and defendants offer products and services that enable individuals to increase control over the privacy of their online and computing experience. Enigma’s *SpyHunter* finds and removes spyware, adware and keyloggers and helps prevent credit card theft by targeting and removing from users’ computers all known spyware and adware. Coupled with *Enigma Popup Stop*, it helps users control unwanted popup ads and manage wanted popups. Though Enigma’s offerings serve functions similar to Lavasoft’s *Ad-aware* program, *Ad-aware* improperly and falsely targets *SpyHunter*, *SpyHunter Active Memory Scanner* and Enigma’s other offerings in *Ad-aware*’s list of spyware definitions. This inclusion of Enigma’s programs as spyware by *Ad-aware* creates the baseless perception among Enigma’s existing and potential customers that Enigma’s software foists unwanted programs on computer users and/or violates their privacy and security. On the basis of this false designation, the *Ad-aware* program also deletes *SpyHunter* and other Enigma programs from the computers of existing and potential customers. Enigma brings this action to stop defendants’ malicious, unlawful and improper targeting of Enigma’s products and services.

PARTIES

3. Plaintiff Enigma is a corporation organized and existing under the laws of Delaware with its principal place of business at 17 State Street, New York, New York 10004.

Enigma develops, distributes and markets software and online services that focus on computer privacy and security, including the software products *SpyHunter*, *SpyHunter Active Memory Scanner*, *Enigma Popup Stop* and supporting services.

4. Upon information and belief, defendant Nicolas Stark is a citizen of Germany who resides in Sweden at Brismene Smaskolan, 521 93 Falkoping and does business on the Internet as Lavasoft, Lavasoftusa.com, Lavasoft.de, and Lavasoft.nu, among others, all of which sell, distribute and market various software, including a program known as “Ad-aware.”

5. Upon information and belief, defendant Nicolas Stark Computing AB is a registered business of Sweden, with a principal place of business at Brismene Smaskolan, 521 93 Falkoping, that among other things sells, distributes and markets software, including the Lavasoft “Ad-aware” software. Plaintiff hereinafter collectively refers to Nicolas Stark, Lavasoft, Lavasoftusa.com, Lavasoft.de, Lavasoft.nu and Nicolas Stark Computing AB as “Lavasoft.”

JURISDICTION AND VENUE

6. This is a civil action for false advertising under the federal Lanham Act, 15 U.S.C. § 1125, and for unfair competition and tortious interference with business relations under New York law.

7. This Court has subject matter jurisdiction over the federal claims pursuant to 28 U.S.C. § 1338 and original and/or supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1338 and 1367(a), because the state law claims are joined by substantial and related claims under federal law. The Court also has diversity jurisdiction over Enigma’s claims pursuant to 28 U.S.C. § 1332(a)(2), because the matter in controversy exceeds the sum or value

of \$75,000, exclusive of interests or costs, and is between Enigma, which is a citizen of the State of New York, and entities formed and/or domiciled in Sweden and Germany.

8. Personal jurisdiction over defendants is proper because they market products to computer users in this District, and Enigma is informed and believes, and thereon alleges, that defendants have distributed *Ad-aware* software to computer users in this District. Upon information and belief, Defendants have distributed over 80 million versions of their software, including many to residents of the State of New York and have sold *Ad-aware* to many residents in this District.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to the claims asserted occurred, and continue to occur, within this District.

BACKGROUND

10. This matter arises from the increasingly competitive – and contentious – commercial activity spurred by the explosion in personal computing and use of the Internet, and the drive to mine business opportunities related to it.

11. Harnessing the virtually unlimited potential of the Web's commercial promise by introducing computer users to online commerce, and by gathering intelligence and developing marketing strategies to reach them, has become an abiding concern for a multitude of businesses. Among the many means of achieving these ends has been the development of online software that interacts with computer operators' Internet use. Such programs seek to discover Internet users' needs and interests and to present them with or direct them to advertising or other marketing tools proposing commercial transactions. A wide range of computer programs has

evolved to achieve these aims, including “spyware,” “adware,” “keyloggers,” “cookies,” “data miners,” “registry keys,” “toolbars,” and “popup” advertisements, and these and other similar programs and files may or may not be installed with the knowledge of the computer’s owner.

12. “Spyware” and “adware” and the other above-mentioned software can allow companies to monitor Internet browsing patterns, collect and disseminate information about Internet users and, in some cases, facilitate “pop up” advertisements that appear unbidden during Internet use. Spyware can not only track Internet browsing habits, but can also abuse Internet connections by sending user data to third parties, profiling shopping preferences, and altering critical system files. The most common characteristics of “spyware” and/or “adware” include: (1) “hijacking,” which is the practice of taking control of a user’s computer without the user’s consent; for example, sending unsolicited information to others, resetting the Internet browser, delivering pop-up ads that cannot be closed without turning off the user’s computer or closing the Internet browser; (2) modification of settings, which is the practice of modifying the settings related to computer access or use of the Internet without the user’s knowledge or consent that affect the Internet browser’s home page, the existing Internet connections settings, the list of bookmarks or other settings protecting information about the user; (3) surveillance of web surfing and other content, which is the practice of monitoring the Internet use by the consumer and reporting the activities to third parties; and (4) “snooping,” which is the practice of collecting and transferring personal information to a third party without clearly and conspicuously obtaining consent for such disclosure.

13. Purveyors of spyware often seek a consumer’s approval prior to installation on his or her computer, but most consumers nevertheless are unaware of its presence. This typically

occurs when spyware is received as an adjunct to a consumer's election to download unrelated files, such as software applications or multimedia files, that have spyware or adware hidden in them. In this scenario, the spyware or adware is installed on the consumer's computer when the consumer elects to receive a different program. Consent to such installation often is surreptitiously obtained by including a provision for the acceptance and operation of the spyware in "click-wrap" software licensing agreements that consumers are required to execute prior to downloading a desired file. Consumers may fail to recognize the import of this consent, and consequently are surprised by the appearance of the unwanted program(s) on their computers.

14. The emergence of spyware and similar software applications increasingly is viewed as a privacy and security problem among the Internet community and, more recently, by regulatory authorities. For example, the public policy organization Center for Democracy and Technology recently released a report entitled *Ghosts in Our Machines: Background and Policy Proposals on the "Spyware" Problem* (November 2003) which states that "[c]omputer users are increasingly finding programs on their computers that they did not know were installed and that they cannot uninstall, that create privacy problems and open security holes, that can hurt the performance and stability of their systems, and that can lead them to mistakenly believe that these problems are the fault of another application or their Internet provider."

15. At the same time, the FTC, under its "broad mandate to prevent unfair competition and unfair or deceptive acts or practices," recently held a workshop entitled "Monitoring Software on Your PC: Spyware, Adware, and Other Software," to begin understanding the issues presented in these programs. It noted that "[b]ecause of the relatively recent emergence of spyware, there has been little empirical data regarding [its] prevalence and magnitude," and

generally concluded it was necessary to “learn[] more” before acting “so that government responses ... will be focused and effective.” *Prepared Statement of the Federal Trade Commission Before the Committee on Energy and Commerce Subcommittee on Commerce, Trade, and Consumer Protection*, Apr. 29, 2004. The FTC preliminarily described a number a harms caused by spyware, however, including invasions of privacy, security risks and functionality problems, and it noted both that “[c]onsumers and businesses are becoming more aware of the capabilities of spyware” and are “installing anti-spyware products and taking other measures to minimize ... risks,” while “[i]ndustry is deploying new technologies as well as distributing educational materials to assist consumers in addressing ... spyware.” *Id.*

16. The State of Utah has enacted the Spyware Control Act, which prohibits any person from installing spyware on another person’s computer, causing spyware to be installed on another person’s computer, or using a content-based triggering mechanism to produce popup advertisements. H.B. 323, 2004 Gen. Sess. (Utah) (enacted), *to be codified as* Utah Code Ann. § 13-39-101. Other states are considering similar legislation. *See* Cal. Sen. Bill No. 2787 (2003-2004 Reg. Sess.); Cal. Assem. Bill No. 1436 (2003-2004 Reg. Sess.). *SpyHunter* does not fit the definition of “spyware” in any existing or proposed laws governing spyware. Quite to the contrary, *SpyHunter* helps users remove such software from their systems.

ENIGMA AND ITS PRODUCTS

17. Enigma is a leading developer and distributor of software and online services that focus on computer privacy and security. It offers a variety of popular programs including *SpyHunter*, *SpyHunter Active Memory Scanner*, and *Enigma Popup Stop*. These programs enable individuals to increase control over the privacy of their online and computing experience.

18. The purpose of the *SpyHunter* program is to promote transparency by allowing consumers to understand what has been installed on their computers, and to enhance user control by providing greater choice about what programs to retain or delete. Enigma's *SpyHunter* finds and removes spyware, adware and keyloggers and helps prevent credit card theft by targeting and removing from users' computers all known spyware and adware. Coupled with *Enigma Popup Stop*, it helps users control unwanted popup ads and manage wanted popups.

19. Enigma software does *not* engage in any of the behaviors associated with spyware, including "hijacking," the unauthorized modification of settings; surreptitious modification of computer settings; surveillance of the user's web surfing habits or review of other content on users' computers; or "snooping," including the collection and transfer of personally-identifiable information to third parties. The entire purpose of Enigma and its software is to combat such behavior.

20. *SpyHunter* focuses not only on potential privacy problems that may be caused by spyware and adware, but also performance problems and user control issues that may arise from downloaded software. *SpyHunter* maintains a database of approximately 500 spyware products and detects and removes at the user's command spyware, adware, keyloggers, cookies, spyware registry keys, toolbars, internal popup programs, memory resident spyware and other spyware programs that may be interfering with the computer's efficiency and speed. However, the authors of spyware and adware continuously adapt and update their software to avoid the protections afforded programs like *SpyHunter*. Accordingly, Enigma offers those purchasing its products the opportunity to update their version of the program(s) to ensure maximum effectiveness and utility.

21. A consumer may obtain a free version of *SpyHunter* as a free download from the Internet or as a paid software package for the complete version. The only way to install *SpyHunter* onto a consumer's computer is the consumer's active decision to download the program from the Internet or purchase the software and upload the program.

22. Before installation of *SpyHunter* is complete, the user must read and agree to Enigma's End User License Agreement ("EULA"). Among other provisions, the EULA informs the user that with respect to *SpyHunter Free Scanner*, upon the user's command to upgrade the software, the user's username and password, the *SpyHunter* version number and a randomly generated number will be sent to Enigma. The purpose for sending the username and password is solely to check for valid registration; the *SpyHunter* version number is solely to determine the appropriate upgrade to transmit; and the randomly generated number is solely to prevent "caching" of the *SpyHunter* upgrade installation file, which would otherwise store an old update and not provide the user with the latest reference file. Enigma further notifies the user that none of the information transmitted is shared with third parties. A true and complete copy of the Enigma's EULA, which is available on its web site, is annexed hereto as Exhibit A.

23. A similar notification is made in the EULA with respect to the full version of *SpyHunter*. The full version is not offered free of charge, but is available for consumers to purchase. As with the free version, when the user seeks to update the software, the user's Windows Product ID number, *SpyHunter* version number and username and password are sent to Enigma solely to verify that the user's license is valid for the update, and are not shared with third parties.

24. In order to ensure that the consumer's privacy is strictly maintained, Enigma discloses to the consumer in its privacy policy (1) what personally identifiable information is collected by Enigma; (2) how Enigma uses such information; (3) with whom Enigma may share such information; (4) what choices are available to users regarding collection, use and distribution of such information; (5) what types of security measures are utilized to protect against the loss, misuse or alteration of such information; and (6) how users can correct any inaccuracies in the information. A true and complete copy of Enigma's privacy policy that is available on its web site is annexed hereto as Exhibit B.

25. Consumers may download *SpyHunter* from Enigma's website or other sites such as Download.com (www.download.com) and Tucows (www.tucows.com). Download.com and Tucows are major websites that provide information about a wide range of software programs, including product reviews, and that allow users to download programs onto their computers. Enigma is a sponsor of these websites, which means it has a business arrangement with the sites to facilitate making *SpyHunter* and other Enigma products available for download. *SpyHunter* is downloaded from Download.com approximately 70,000 times per week, and has been downloaded by more than 1.6 million users of that website since it was listed. *SpyHunter* is also available for download on various sites owned by Enigma, from which a majority of users download Enigma software. These include www.enigmasoftware.com, www.enigmasoftwaregroup.com, and www.spywareremove.com. Total number of downloads of *SpyHunter* software from all sites is approximately 10 million.

LAVASOFT AND ITS PRODUCTS

26. Lavasoft, which calls itself an “industry leader” and the “most respected provider of anti Trackware solutions,” offers a suite of “Ad-aware” software programs designed to serve many of the same functions as Enigma’s *SpyHunter* offerings. Lavasoft’s *Ad-aware* software claims to be a “multicomponent detection and removal utility” that is able “to comprehensively scan [the computer’s] memory, registry, hard, removable and optical drives for known datamining, aggressive advertising and tracking components.” According to Lavasoft, its *Ad-aware* software has been downloaded nearly 42 million times since July 14, 2003.

27. In addition to *Ad-aware*, Lavasoft offers different versions of its *Ad-aware* software: *Ad-aware Professional* and *Ad-aware Plus*. Lavasoft also distributes free, promotional versions of *Ad-aware* to a large number of customers and potential customers. The purpose of this free introductory distribution is to provide consumers with a “preview” or sample of the software, thereby promoting sales of Lavasoft’s products. *Ad-aware* can be downloaded from Lavasoft’s web site, Download.com and Majorgeeks.com.

28. Enigma’s *SpyHunter* programs and Lavasoft’s *Ad-Aware* offerings are direct competitors in the market for computer privacy and security products and services.

DEFENDANTS’ UNLAWFUL ACTIVITIES

29. In or about late April, 2004, Enigma became aware that Lavasoft included some of Enigma’s products, including *SpyHunter*, *SpyHunter Active Memory Scanner*, *Enigma Popup Stop* and others in *Ad-aware*’s list of spyware definitions that the software identifies for removal by users. Upon information and belief, the freely-distributed promotional versions of *Ad-aware* likewise list Enigma products as undesirable spyware.

30. On or about May 6, 2004, Enigma wrote Lavasoft to demand that it immediately cease and desist listing Enigma's software among *Ad-aware's* spyware definitions on grounds that Enigma never has published, and never will, any form of spyware, and that any automatic update feature used to adjust Enigma software products automatically for its registered users is both explained clearly in the relevant EULA and easily removable at the user's option through an uninstaller that accompanies the program. Enigma pointed out that listing its products in *Ad-aware's* definition of spyware has no factual basis and is unsupported by any known definition of spyware as the term is commonly understood, and that any decision to list Enigma products as spyware is highly suspect given the failure to impose such treatment on other similar products. A copy of the May 6, 2004 cease and desist letter is annexed hereto as Exhibit C.

31. Lavasoft never responded to Enigma's letter. Rather, on May 28, 2004, Lavasoft posted on its website an electronic press release, announcing "SpyHunter now included in Ad-aware's database." The release states that Enigma fails to disclose that it surreptitiously transmits "Microsoft Windows Product ID to their servers every time their software checks for an update. They [sic] also uniquely identify their users by use of a unique ID for each installation. This unique ID is also sent to their servers undisclosed. This is something we at Lavasoft find highly questionable and unethical." On that basis, Lavasoft claims that *SpyHunter* is spyware and removes *SpyHunter* from the computers of consumers who use *Ad-aware*. A copy of the May 24, 2004 press release is annexed hereto as Exhibit D.

32. Not only do these actions harm Enigma by listing *SpyHunter* as "spyware" and thereby removing it from the computers of *Ad-aware* users, Lavasoft's stated purpose is to damage Enigma's business by reducing its availability in the marketplace. The Lavasoft press

release states that “we at Lavasoft hope that *SpyHunter* will be removed from the download.com website soon.” However, examination of Lavasoft’s own criteria reveals that its designation of *SpyHunter* as spyware is transparently false.

33. In support of its claim that *SpyHunter* is spyware, Lavasoft purports to utilize a ten-point “Threat Assessment Chart” (“TAC”) in which software that receives a score of one is the least “threatening and/or problematic” and those that receive a score of ten are the worst. To qualify as spyware under the TAC, software must score at least three points. As described in its press release, Lavasoft designates software that receives a score of three as spyware and includes it in Lavasoft’s *Ad-aware*’s database for removal. The press release does not disclose how Lavasoft chose the score of three as the cutoff for what constitutes spyware. Lavasoft purports to award “points” under its TAC in the following categories:

- Removal = one point
- Integration = two points
- Distribution = two points
- Behavior = three points
- Privacy = two points.

34. According to Lavasoft’s website, one point is applied for “Removal” when the software: (1) “[p]rovides no uninstaller at all or [a] non-functional application uninstaller;” or (2) has “a poorly coded or buggy uninstaller” that, while not providing “evidence to suspect the application’s developer of intentionally making his/her software difficult to uninstall,” hinders removal.

35. According to Lavasoft's website, two points are applied for "Integration" when the software "[c]an cause system instability." This factor, according to Lavasoft, "refers only to the effect on a given database candidate has on a user's system."

36. According to Lavasoft's website, two points are applied for "Distribution" when the software contains (1) an "[i]ntentionally hidden (stealth) install and/or . . . is designed with the clear intention of either making it difficult or impossible to remove using normal removal procedures;" (2) a "[b]undled install that is undisclosed . . . [and] no notice [is] given to the user pre-install and/or the host application's EULA (End User License Agreement) attempts to hide the application's inclusion as a condition of the host application's install and/or use;" (3) a "[p]rogram does not disclose information in EULA, has a confusing EULA, or a hidden EULA listing what is done with collected information."

37. According to Lavasoft's website, three points for "Behavior" are automatically applied to software that is known as "malware," and otherwise applied when the following "intentional behaviors" are present: (1) the program introduces a virus or "Trojan Horse" to a host computer; (2) the program performs or aids in a Dedicated Denial of Service ("DDoS") attack; (3) the program purports to do one thing but does another; (4) the program uses or creates tracking cookies; (5) the program changes browsing results through such actions as browser hijack/redirect, replacing text or graphics, or opening random websites; (6) the program operates in stealth; (7) the program connects with websites not initiated by the user, serves unsolicited popups and/or requests to join different sites; (8) the program performs auto-updates without user's permission and/or knowledge; (9) the program dials unprompted or unauthorized Internet connections; or (10) opens or exploits a system vulnerability.

38. According to Lavasoft's website, two points are accorded for "Privacy" violations if the software: (1) "Connects to a remote system with or without the user's awareness to transmit usage statistics and/or personally identifiable information;" (2) makes "[c]onnections to a remote system without the user's awareness to transmit/receive information;" or (3) "[t]racks the user's surfing habits."

39. In its press release, Lavasoft claims that it applied the criteria in its TAC to award *SpyHunter* a score of four, thereby deeming it to be spyware. Lavasoft claims that it designated Enigma's software as spyware because *SpyHunter* transmits the user's Microsoft Product ID number to Enigma during the update process, thereby earning two points under the TAC's privacy criterion, and that *SpyHunter* fails to disclose such transmissions adequately in the EULA, thus earning two points under the TAC's "distribution" criterion. According to this analysis, the total score of four points qualifies *SpyHunter* as spyware.

40. While *SpyHunter* does none of the activities listed on Lavasoft's TAC, an unbiased analysis makes it clear that Lavasoft misapplied its own criteria in listing *SpyHunter* and other Enigma products as spyware. The purported problems of Enigma's products stem entirely from one supposed infraction: the transmission of the user's Microsoft Product ID number. However, *SpyHunter* does not transmit any personally-identifiable information to third parties. In addition, even if the transmission of the Microsoft Product ID could legitimately be counted under Lavasoft's TAC, Lavasoft counted this one activity twice in its assessment of *SpyHunter*.

41. Under the TAC a "privacy" violation occurs when the software "connects to a remote system with or without the user's awareness to transmit usage statistics and/or personally

identifiable information,” or if it “connects to a remote system without the user’s awareness to transmit/receive information.” However, during *SpyHunter*’s update process, the user is *aware* that he or she is connecting to a remote system when *voluntarily* using the “update” function, and the Microsoft Product ID number is *solely* transmitted to confirm the user’s valid registration and to ensure that the update is the correct one for that user. The information is used for no other purpose. Under Lavasoft’s own guidelines, there is no basis for concluding *SpyHunter* is spyware.

42. In addition, as of June 6, 2004, Enigma modified the EULA to clarify to users what information is transmitted to Enigma during the update process. This change removed any possible doubt about Enigma’s use of the Microsoft Product ID number in the software update process, and eliminated any possible misunderstanding on the part of Lavasoft regarding its purported reason for awarding “points” against *SpyHunter* under the TAC’s “distribution” criterion.

43. In a second cease and desist letter dated June 15, 2004, Enigma’s counsel informed Lavasoft of its misapplication of the TAC and of Enigma’s modifications to *SpyHunter*, and requested that Lavasoft reassess the score for *SpyHunter* and remove *SpyHunter* and Enigma’s other software from Lavasoft’s *Ad-aware*’s database. The letter explained how Enigma’s products work and how the TAC was misapplied to them. It also explained the problem of “double counting” under the TAC’s criteria. It stated that “[p]roperly evaluated, *SpyHunter* should receive a score of zero under your system. However, even with your aggressive interpretation of the “privacy” criterion, the score should now be two. Either way, *SpyHunter* should be removed immediately from the Ad-aware database.” The June 15, 2004

cease and desist letter was delivered to Lavasoft by International Federal Express on June 18, 2004. A copy of the June 15, 2004 letter and Federal Express tracking information is annexed hereto as Exhibit E.

44. Since Enigma sent the June 15, 2004 cease and desist letter, Lavasoft removed Enigma's *Enigma Popup Stop* from its database of spyware to be removed by *Ad-aware*. However, the current versions of *Ad-aware* continue to list *SpyHunter* and *SpyHunter Active Memory Scanner* in *Ad-aware*'s spyware database. To date, Lavasoft has failed to explain how *SpyHunter* qualifies as spyware under the TAC or otherwise to respond to any of Enigma's other demands. Lavasoft has since made multiple updates to *Ad-aware*'s database. Nevertheless, Lavasoft continues to list falsely *SpyHunter* as spyware and to remove it from users' computers.

45. Lavasoft's failure to apply its TAC in a legitimate manner and its discriminatory targeting of *SpyHunter* for anticompetitive purposes is illustrated by its treatment of other software products that do not compete with *Ad-aware*, but which perform functions that purportedly violate its criteria. For example, the software *Myway*, produced by Focus Interactive, performs the same transmission of the user's Microsoft Product ID Number in order to execute updates of their product. Yet, Lavasoft, after having initially listed *Myway* as spyware, has removed it from Lavasoft's listing. In addition, the software products produced by *Symantec*, which also transmit multiple identification tags and numbers in their efforts to update software to their users without disclosing that fact in the EULA, are not listed by Lavasoft as spyware.

46. In addition to falsely designating Enigma software products as spyware in the *Ad-aware* database and on Lavasoft's website, Lavasoft also is disseminating false information about *SpyHunter* and other Enigma products through online forums it hosts, which are open to

the public. Lavasoft sponsors edited discussion boards online, through which it provides customer support and discussions about anti-spyware software. One of the topics addressed in these online discussions is Lavasoft's listing of *SpyHunter* as spyware. Administrators of these online discussions have knowingly disseminated false information regarding the functioning of Enigma products and have alleged fraud on the part of Enigma. An example of false information being disseminated at Lavasoft's website is a March 21, 2004 statement from an administrator of a Lavasoft Support forum: "I would uninstall SpyHunter, it's a rip-off and uses disgusting ways of advertising itself. Besides, nothing it actually flags is true." A copy of this posting is annexed hereto as Exhibit F.

DAMAGES CAUSED TO ENIGMA

47. As a result of Lavasoft's unlawful activities, beginning in April, 2004, Enigma's vendors received multitudes of complaints from user-customers concerning *SpyHunter*. Lavasoft's listing also caused over 900 customers to contact Enigma directly, expressing their concerns and complaints about *SpyHunter*. Many customers reported removing *SpyHunter* because of their concerns, citing Lavasoft's listing. For example, one former Enigma customer posted this message on or about May 14, 2004 on Lavasoft's support forum: "I actually purchased SpyHunter many months ago and not under any duress that I can remember. [Enigma] ha[s] been consistent [sic] with helping, even calling me at home once. This faking and keystroke monitoring and whatever else sure don't sound too pretty, [*SpyHunter*] seems to work fine for me other than having all their [sic] files suddenly start showing up as 'recognized' after a scan. I was told by a [Lavasoft] forum admin at ? forum awhile back, that I needed more than just one scan/remover so that's when I implemented [sic] Adaware." A copy of this posting

is annexed hereto as Exhibit G. As a result, Enigma has incurred expenses associated with responding to customer inquiries resulting from Lavasoft's false listings.

48. In addition, as a result of Lavasoft's listing of *SpyHunter* on *Ad-aware*'s database, users have had *SpyHunter* removed from their computers. Enigma customers are therefore no longer able to obtain additional Enigma software that would otherwise further enhance the performance of the software that was removed. As a result, Enigma believes it has lost at least 100,000 customers in resale.

49. Furthermore, following Lavasoft's May 28 press release, users posted negative comments regarding *SpyHunter* on Download.com: "PASS THIS ONE: [*SpyHunter*] is spy ware in itself, AD-AWARE has it on its list as [sic] being spy ware. So either [sic] pass, or if you have it get it off your computer. Spy ware should take off spy ware, not put more on;" "Spyware, I swear!: I do not understand C/net for laying [*SpyHunter*] out on the market [sic]. Well, it did find something. But then after I scanned with Ad-aware, and it said that this crappy-piece of software, was spyware! Hey, C/Net. You know that you could be sued for laying spyware/adware/virus out." A copy of those postings is annexed hereto as Exhibit H. Shortly after those comments were posted on Download.com, Enigma suffered a decline in sales of *SpyHunter* from Download.com, resulting in approximately \$150,000 in lost revenue.

50. Lavasoft's listing and characterization of *SpyHunter* as spyware have also caused other websites that review anti-spyware software to post false and malicious comments about Enigma. Some comments posted state: "Enigma Software places 'adware' on computers which attempts to force the consumer to download their software to remove it." Also included among the posted comments was a link to the Attorney General's Office with a solicitation to users to

forward complaints about Enigma and its software to the Office, and on spywarewarrior.com, solicitations to form a class action lawsuit against Enigma. As a result, a congregation of users intent on suing Enigma formed.

51. Some other sites that originally relied on and repeated Lavasoft's false designation of Enigma products as spyware later conducted independent evaluations and retracted their initial claims. For example, after Lavasoft began listing Enigma products as spyware, the website spywarewarrior.com designated SpyHunter as "rogue/suspect" software. A copy of the spywarewarrior.com website is annexed hereto as Exhibit I. However, in August 2004, the operator of spywarewarrior.com conducted her own investigation and concluded that SpyHunter should not be listed as "rogue/suspect." A copy of the spywarewarrior.com retraction is annexed hereto as Exhibit J. Related to this, a list of "Rogue Anti-Spyware products" published by Eric Howes on the webpage http://www.spywarewarrior.com/rogue_anti-spyware.htm listed Enigma products as spyware and provided a hyperlink to the Lavasoft press release as a principal basis for this assessment. A copy of the "Rogue Anti-Spyware products" list is annexed hereto as Exhibit K. Subsequently, on or about August 22, 2004, Eric Howes posted the results of his own investigation, setting forth the methodology of his review, and concluded that he could not "continue to list SpyHunter as 'rogue/suspect.'" A copy of this posting is annexed hereto as Exhibit L.

52. In addition, upon information and belief, Lavasoft's false listing of *SpyHunter* has already caused one other anti-spyware program, Spybot Search and Destroy, to begin detecting Enigma's software and labeling it as spyware.

53. The negative reviews and comments generated from Lavasoft's unlawful activities have severely damaged the reputation and goodwill Enigma has developed and expended approximately \$10,000,000 in promoting.

54. The malicious intent of Lavasoft's false claims to damage Enigma is clearly stated in its press release dated May 28, 2004: "we at Lavasoft hope that SpyHunter will be removed from the Download.com website soon." Without intervention from the Court, Lavasoft will continue its campaign to smear *SpyHunter*, disrupt Enigma's existing client and customer relationships, hinder Enigma's ability to form new client and customer relationships, and impede Enigma's ability to market *SpyHunter* and other products and services and to enter into business relationships with third parties.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF: FALSE ADVERTISING UNDER THE LANHAM ACT

55. Plaintiff repeats and realleges paragraphs 1 through 54 hereinabove as if fully set forth herein.

56. Lavasoft's false and misleading descriptions and/or representations of fact concerning the nature, characteristics and quality of Enigma software, namely that Enigma's products constitute spyware, in its web site and on its free, promotional versions of *Ad-aware* offered to the general consuming public are material, literally false, misleading and in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

57. Lavasoft's conduct is willful, deliberate, intentional and in bad faith.

58. Enigma has been and will likely continue to be damaged by Lavasoft's false and misleading representations in an amount to be determined by a jury at trial.

59. Lavasoft's false and misleading representations about the nature, characteristics and quality of Enigma software are likely to deceive consumers of anti-spyware software and consumers who already obtained Enigma's products into either purchasing Lavasoft's *Ad-aware* instead of Enigma's products or removing Enigma's products from their computers and replacing them with Lavasoft's *Ad-aware*.

60. Enigma has suffered, and unless Lavasoft is enjoined, will likely continue to suffer irreparable injury by reason of Lavasoft's false and misleading claims about Enigma's products.

SECOND CLAIM FOR RELIEF: UNFAIR COMPETITION UNDER NEW YORK LAW

61. Plaintiff repeats and realleges paragraphs 1 through 60 hereinabove as if fully set forth herein.

62. The aforesaid material misrepresentations and willful conduct of Lavasoft constitute unfair trade practices in violation of New York General Business Law § 349 and false advertising under New York General Business Law § 350-e.

63. Enigma has suffered, and unless Lavasoft is enjoined, will likely continue to suffer actual and specific damages as a result of Lavasoft's conduct in an amount to be determined at trial.

64. Enigma has suffered, and unless Lavasoft is enjoined, will likely continue to suffer irreparable injury by reason of Lavasoft's conduct.

THIRD CLAIM FOR RELIEF: TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

65. Plaintiff repeats and realleges paragraphs 1 through 64 hereinabove as if fully set forth herein.

66. Enigma had and has business relations with its customers in that it offers and provides its software products and updates and customer support to those customers who obtain Enigma's software products such as *SpyHunter*, whether through a download or by purchase. Enigma also has potential business relations with other customers interested in downloading or purchasing spyware software. Upon information and belief, Lavasoft is aware of those business relations.

67. By listing Enigma's *SpyHunter* as spyware on *Ad-aware*'s database of recommended spyware for removal, Lavasoft has intentionally and purposefully interfered with Enigma's business relations with customers who had obtained *SpyHunter*, causing those customers to remove *SpyHunter* from their computers and resulting in Enigma's inability to provide additional products to those customers.

68. Furthermore, by asserting on the Internet false claims that Enigma's *SpyHunter* and other products are spyware when they are not, soliciting Download.com, on which *SpyHunter* is available to the public, to remove *SpyHunter*, and encouraging customers inquiring about *SpyHunter* and/or *Ad-aware* to implement *Ad-aware*, which specifically removes *SpyHunter* from the customer's computer, via its online customer support forums, Lavasoft has intentionally and purposefully interfered with Enigma's business relations with its customers and potential customers, causing customers to complain to Enigma and/or remove *SpyHunter* from their computers and discouraging potential customers from obtaining *SpyHunter*.

69. As appears evident from Lavasoft's own statements, the sole purpose of Lavasoft's false claims and deceptive practices is to divert sales from Enigma to Lavasoft improperly.

70. As a result of Lavasoft's unlawful activities, Enigma incurred costs in responding to customer complaints, lost approximately 100,000 sales in the resale market and suffered a decline of approximately \$150,000 in lost revenues from sales.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment in its favor against defendants as follows:

(1) a permanent injunction prohibiting defendants, their officers, agents, servants, employees, and all other persons in active concert or participation with them, from:

(a) labeling, listing or otherwise referring to *SpyHunter* or *SpyHunter Active Memory Scanner* as "spyware" in *Ad-aware* or any other software developed, marketed or distributed by Lavasoft; and

(b) including *SpyHunter* or *SpyHunter Active Memory Scanner* as a program, software or operation that is removed by *Ad-aware* or any other software developed, marketed or distributed by Lavasoft.

(2) an order directing defendants to undertake corrective advertising, including but not limited to postings on all websites controlled or operated by them, to dispel the effects of their unlawful designation of *SpyHunter* or *SpyHunter Active Memory Scanner* as a spyware program, software or operation that is properly removed by *Ad-aware*;

(3) an order directing defendants to serve upon Enigma within thirty (30) days a written report certified under oath detailing the manner and form in which defendants have satisfied the injunctive relief granted by the Court;

(4) an award to Enigma of all damages, in an amount to be ascertained at trial, that were caused by defendants' unlawful actions;

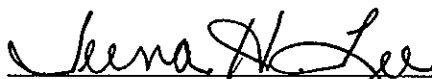
(5) an award to Enigma of punitive damages in an amount sufficient to deter other and similar future conduct by defendants and others;

(6) an award to Enigma its full costs incurred in the bringing of this action, including reasonable attorneys' fees; and

(7) such other and further relief as this Court deems just and proper.

Dated: New York, New York
September 7, 2004

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2.5 Verification of License. Section 2.5 applies to the SpyHunter Free Scanner only. If you push the UPGRADE button on the free scanner it will send us the username and password that you have entered into SpyHunter along with the SpyHunter version number, and a randomly generated number. The username and password are used only to check for a valid registration. The SpyHunter version number is used only to determine which update to transmit. For this reason we also check the version number when you push the UPDATE button. The randomly generated number is used only to prevent caching of the SpyHunter upgrade installation file. None of this information is shared with any third parties.

2.6 Anti Piracy. Section 2.6 applies to the Full Version of SpyHunter only which applies to users who have paid for a license. When updating our program through the UPDATE button on the user interface, your system will send to us your Windows Product ID number, Spyhunter Version number, and the username and password that you have entered when registering SpyHunter. We check this number against your registration information to verify that your license is valid for purposes of the update. This number is not used for any purpose other than validating your license, and the information is not shared with any third parties.

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10. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of New York. The respective courts of New York City, New York shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorized officer of Enigma Software Group Inc. Updates may be licensed to you by Enigma Software Group Inc. with additional or different terms. This is the entire agreement between Enigma Software Group Inc. and you relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

12. Notice to U.S. Government End Users. The Software and Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Enigma

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Privacy Policy

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- a. What personally identifiable information ESGI collects.
- b. How ESGI uses the information.
- c. With whom ESGI may share user information.
- d. What choices are available to users regarding collection, use and distribution of the information.
- e. What types of security procedures are in place to protect the loss, misuse or alteration of information under ESGI control.
- f. How users can correct any inaccuracies in the information.

If users have questions or concerns regarding this statement, they should contact ESGI Customer Support.

Information Collection and Use

ESGI is the sole owner of the information collected on its web properties, including www.enigmasoftwaregroup.com. ESGI collects information from its users at several different points on our Web sites.

Registration

In order to use ESGI services at any level, a user must first complete the registration form. During registration a user is required to give contact information (such as name and email address), and a unique identifier. We use this information to contact the user about services on our site for which the user has expressed interest.

Order

When a user purchases a paying service, we request information from the user on our order form. A user must provide contact information (such as name, email, and billing address) and financial information (such as credit card number, expiration date). This information is used for billing purposes and to fill customer's orders. If we have trouble processing an order, the information is used to contact the user.

Information Use

Subject to the legal exceptions listed in the Privacy Policy, ESGI will not disclose to third parties the email addresses uploaded to our Web sites by our users for the purpose of using ESGI products or services.

Cookies

A cookie is a piece of data stored on the user's computer tied to information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our site. We use both session cookies and persistent cookies. For the session cookie, once users close the browser, the cookie simply terminates. A persistent cookie is a small text file stored on the user's hard drive for an extended period of time. Persistent cookies can be removed by following Internet browser help file directions.

By setting a cookie on our site, users would not have to log in with a password more than once, thereby saving time while on our site. If users reject the cookie, they may still use our site. The only drawback to this is that the user will be limited in some areas of our site.

Some of our business partners use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies, once we have given permission for them to set cookies for advertising.

This privacy statement covers the use of cookies by ESGI Web properties only and does not cover the use of cookies by any advertisers.

Log Files

Like most Web sites, our servers use log files to analyze trends, administer the site, track user's movement in the aggregate, and gather broad demographic information for aggregate use. IP addresses, etc. are not linked to personally identifiable information.

Service Announcements

On rare occasions it is necessary to send out a strictly service related announcement. For instance, if our service is temporarily suspended for maintenance we might send users an email. These communications are not promotional in nature.

Customer Service

We communicate with users on a regular basis to provide requested services and regarding issues relating to their accounts. We reply via email or phone, in accordance with the users wishes.

Spam

ESGI has a zero tolerance policy for abuse.

Sharing**Legal Disclaimer**

Though we make every effort to preserve user privacy, we may need to disclose personal information when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on our Web site. For example, ESGI may disclose personal information to law enforcement, other government officials, or third parties in response to criminal or civil subpoenas.

Third Party Intermediaries

We use an outside credit card processing company to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes.

Business Transitions

In the event ESGI goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, users' personal information will, in most instances, be part of the assets transferred. Users will be notified prior to a change of ownership or control of their personal information. If as a result of the business transition, the users' personally identifiable information will be used in a manner different from that stated at the time of collection they will be given a choice not to have their information used in this different manner, as described in the notification of changes section, below.

Links

ESGI's Web sites contain links to other sites. Please be aware that ESGI is not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our sites and to read the privacy statements of each and every Web site that collects personally identifiable information. This privacy statement applies solely to information collected by ESGI's Web sites. ESGI has advertising and affiliate relationships with dozens of third party sites which drive interested parties to our sites. Information that is collected on these sites does not fall within the auspices of this policy.

Surveys

Periodically, our site may request information from users via surveys. Participation in these surveys is completely voluntary and the user therefore has a choice whether or not to disclose this information. The requested information typically includes contact information (such as name and address), and demographic information (such as zip code). Survey information will be used for purposes of monitoring or improving the use and satisfaction of ESGI's services. Users' personally identifiable information is not shared with third parties. Though we may use an intermediary to conduct these surveys, they may not use customers' personally identifiable information for any secondary purposes.

Security

ESGI takes every precaution to protect its users' information. When users submit sensitive information via ESGI's Web sites, their information is protected both online and off-line.

When our registration/order forms ask users to enter sensitive information (such as credit card number), that information is encrypted and is protected with the best encryption protocol in the industry - SSL. While on a secure page, such as our paid order form, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to unlocked, or open, when users are just 'surfing'.

While we use SSL encryption to protect sensitive information online, we also employ security measures to protect user-information off-line. All of our users' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, our billing clerks or a customer service representative) are granted access to personally identifiable information. Finally, the servers that store personally identifiable information are in a secure environment.

Supplementation of Information

In order for ESGI to properly fulfill its obligations to users it is necessary for us to supplement the information we receive with information from 3rd party sources. ESGI verifies the billing address on all credit card transactions and may obtain credit reports for some corporate customers. The information obtained from these third party sources is maintained in a manner consistent with ESGI's Privacy Policy.

Correcting/Updating/Deleting/Deactivating Personal Information

If a user's personally identifiable information changes (such as zip code, phone, email or postal address), or if a user no longer desires our service, we provide a way to correct, update or delete/deactivate users' personally identifiable information.

Notification of Changes

If we decide to change our privacy policy, we will post those changes in this privacy statement, and other places we deem appropriate, so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We will use information in accordance with the privacy policy under which the information was collected.

If, however, we are going to use users' personally identifiable information in a manner different from that stated at the time of collection we will notify users via email. Users will have a choice as to whether or not we use their information in this different manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post a prominent notice on our Web site notifying users of the change.





115 East 57th Street
New York, NY 10022
Phone: 646-442-3210
Fax: 646-442-3202
Email: alvin@enigmaoftwaregroup.com
Website: www.enigmaoftwaregroup.com

Nicolas Stark Computing AB
Centrumvägen 39 Box 80
520 43 Falköping
Sweden
Phone +46 (0) 515 503 00
Fax + 46 (0) 515 503 19

Re: Spyhunter

Mr. Stark,

It has come to our attention that your company is currently listing some of our products such as Spyhunter, Spyhunter Active Memory Scanner, Enigma Popup Stop and others in your list of Spyware Definitions on your "Adaware" software. Your doing so is unsupported by any legitimate definition of the term "spyware" and can only be understood as a deceptive tactic to undermine competition. Consequently, we demand that you immediately cease and desist this practice.

As you are aware, Enigma Software Group ("Enigma") is a leading provider of software that gives computer users control over spyware on their computers. As part of our service, Enigma recently added an automatic update feature that we use to adjust our product automatically for our registered users as new features/definitions become available. This is clearly explained to our customers in our End User Licensing Agreement ("EULA") and is easily removable at the user's option through our uninstaller. Enigma never has and never will publish any form of spyware.

Your listing of Enigma products in your definition of spyware has no factual basis and is unsupported by any known definition of spyware as that term is commonly understood in the software industry or in emerging policy initiatives. Your decision to list Enigma products as spyware is all the more suspect in light of your decision not to name other products that perform the same functions. For example, several other companies besides Enigma use the exact same method to make software updates, including Norton Antivirus, Myway Search Toolbar, among others, yet they are not listed as spyware. Accordingly, your decision to list Enigma's products as spyware can only be understood as a deliberate attempt to deceive consumers for anticompetitive purposes.

Your practice of falsely labeling Enigma products as spyware when there is no legitimate basis for doing so violates laws prohibiting unfair competition and interferes with Enigma's contractual rights and prospective business relations. We therefore demand that your company immediately remove Spyhunter from your list of spyware definitions. If we do not hear from you within 10 (ten) days of the receipt of this letter that you will remove Enigma products from all spyware listings, we will assume that you have no intention of doing so and will pursue all available legal remedies.

Sincerely,

Colorado Stark
Chairman
Enigma Software Group

cc: Robert Corn-Revere, Esq. (Davis Wright Tremaine LLP)





Ad-Watch

Process-Watch

RegHance

Add-ons

PURCHASE

Home user

Business

Reseller

NEWS

Product news

Events

Press Releases

Awards & Reviews

SUPPORT

Home Users

Corporate Users

RESOURCE

Download

Threat Assessment Chart
(TAC)

Submissions

Support Forums

Customer Care Center

PARTNERS

Global Partners

Partner Program

Reseller

Channel Partner

ISP Solution

ABOUT US

About Lavasoft

Career

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Åsarp, Friday, May 28, 2004

SpyHunter now included in Ad-aware's database

Enigma Software Group Inc. is the company behind the SpyHunter software. They claim that "Our suites are built to address the need of privacy protection and computer security. We empower internet users to take control over their computers against Spyware, parasites, SPAM, and others obtaining your personal information online!" However, what's not disclosed is the hidden transmission of the Microsoft Windows Product ID to their servers every time their software checks for an update. They also uniquely identify their users by use of a unique ID for each installation. This unique ID is also sent to their servers undisclosed. This is something we at Lavasoft find highly questionable and unethical.

Enigma Software Group also uses questionable methods to market their software SpyHunter. Their pop-up ads resemble virus alerts from well-known anti-virus programs, and DOS windows displaying fake scan results.

The pop-up ads can be found here:

- ▶ <http://www2.enigmasoftwaregroup.com/TMP/1.htm>
- ▶ <http://www2.enigmasoftwaregroup.com/TMP/2.htm>
- ▶ <http://www2.enigmasoftwaregroup.com/TMP/3.htm>
- ▶ <http://www2.enigmasoftwaregroup.com/TMP/4.htm>

and here (mirrored site):

- ▶ Example 1
- ▶ Example 2
- ▶ Example 3
- ▶ Example 4

Internet users are tricked into believing their computers are infected with "a spyware virus" and that they must download and scan their computers with SpyHunter to get rid of it. The SpyHunter scanner is free to download, but in order to remove these items, the software must be purchased.

Earlier this year the so-called anti-spyware software SpyBan was removed from the website Download.com because adware

was installed along with the software. According to **News.com** SpyBan "had failed to disclose and explain all the software components included in its installation, a violation of the Web site's policies".

Enigma Software Group's End User Licence Agreement does not contain information about SpyHunter transmitting a client id or the Product ID of the Microsoft Windows Operating System. That is why we at Lavasoft hope that SpyHunter will be removed from the Download.com website soon.

Why SpyHunter has been added to Ad-aware's database

While some may claim adding SpyHunter to Ad-aware's database is an attempt to defame a competitor, our users trust us with protecting their privacy, and when another company is doing the very thing they're claiming to help protect against, Ad-aware is there to ensure our users' privacy isn't deceptively violated.

All items added to Ad-aware's database are qualified using a Threat Assessment Chart (TAC) prior to inclusion. The system is based on a total of 10 points, 1 being the least and 10 being the most threatening and/or problematic. Behavior and Intent weigh more heavily towards becoming a legitimate detection than do the technical aspects. Please note that applications that are difficult to remove and cause system instability due to poor coding and DO NOT contain any further violations as described below ARE NOT considered for inclusion in the Ad-aware database.

Points are added according to the following criteria:

- Removal - One Point
- Integration - Two Points
- Distribution - Two Points
- Behavior - Three Points
- Privacy - Two Points

An application requires a TAC number of three or higher to be included in the database. More information about the TAC can be found on the **Threat Assessment Chart page**.

SpyHunter from Enigma Software Group Inc. has received a TAC level of four and has been added to the database. The TAC level was determined using the following information:

- **Removal - No Points Received**
This item does not have any characteristics which match those defined in the Removal section.
- **Integration - No Points Received**
This item does not have any characteristics which match those defined in the Removal section.
- **Distribution - Two Points Received**
This item's End User Licence Agreement (EULA) does not contain information pertaining to the transmission of a client id or the Product ID of the Microsoft Windows Operating System.

This transmission is not disclosed in the EULA. More information about this transmission can be found in the Privacy section.

- **Behavior - No Points Received**

This item does not have any characteristics which match those defined in the Removal section.

- **Privacy - Two Points Received**

This item transmits the Product ID of the Microsoft Windows Operating System. This ID is transmitted as part of the update check process. MemScanner is the memory-resident portion of Enigma.SpyHunter. This component transmits a Unique ID during its update process

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Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D.C.

ROBERT CORN-REVERE
Direct (202) 508-6625
bobcornrevere@dwt.com

SUITE 450
1500 K STREET NW
WASHINGTON, D.C. 20005-1272

TEL (202) 508-6600
FAX (202) 508-6699
www.dwt.com

June 15, 2004

By Federal Express International

Nicolas Stark
Computing AB
Centrumvägen 39 Box 80
520 43 Falköping
Sweden

Re: SpyHunter

Dear Mr. Stark:

On May 6, 2004 Colorado Stark, Chairman of Enigma Software Group, Inc. ("Enigma") sent you a letter demanding that Lavasoft cease and desist listing some of Enigma's products such as SpyHunter, SpyHunter Active Memory Scanner, and Enigma Popup Stop in your list of spyware definitions on your "Ad-aware" software. The letter explained that listing Enigma products in your definition of spyware has no factual basis and is unsupported by any known definition of spyware as that term is commonly understood in the software industry or in emerging policy initiatives. That letter was followed by a telephone call on May 15, 2004. In that call Mr. Stark was told by the President of Lavasoft that Enigma would receive a response to the cease and desist letter from the company's counsel.

To date, neither Lavasoft nor its counsel has responded to the May 6 cease and desist letter. Instead, on May 28 Lavasoft posted an electronic press release on its website under the heading "SpyHunter now included in Ad-aware's database." The release states that Enigma does not disclose that it transmits "Microsoft Windows Product ID to their servers every time their software checks for an update. They [sic] also uniquely identify their users by use of a unique ID for each installation." On that basis, Lavasoft concludes that SpyHunter is spyware, and lists it as such in the Ad-aware database.



Lavasoft purports to implement such decisions by using a ten-point "Threat Assessment Chart" in which software that receives a score of three is included in your spyware database. The press release explains that SpyHunter received a score of four because it transmits the user's Microsoft Product ID number during the update process (2 points) and fails to disclose such transmissions adequately in the End User License Agreement (2 points).

As the press release describes the factors that are applied to SpyHunter, it appears that Lavasoft has misapplied its own criteria, or at least has double-counted for a single "infraction." The sole reason for your determination arises from the transmission of identifying information during the software update process. The Threat Assessment Chart counts this as a violation of the "privacy" criterion, but also counts it as a violation of the "distribution" criterion because of the conclusion that the EULA fails to disclose the transmission.

The Threat Assessment Chart says that the "privacy" factor is breached if the software "connects to a remote system with or without the user's awareness to transmit usage statistics and/or personally identifiable information," or if it "connects to a remote system without the user's awareness to transmit/receive information." However, this criterion does not fairly describe SpyHunter's update process. Obviously, a user is not "unaware" that he or she is connecting to a remote system when voluntarily using the "update" function. During an update, identifying information (such as the Microsoft Product ID number) is transmitted to Enigma solely to confirm the user's valid registration and to ensure that the update is the correct one for that user. The information is used for no other purpose, and no user information is shared with any third parties. In this regard, we cannot believe that Lavasoft honestly intends for its system to count as a "threat" the proper verification of a user's license.

Even if user license verification could legitimately be characterized as a "threat" to privacy, Lavasoft clearly counted this factor twice in its calculation under the Threat Assessment Chart. The "distribution" factor that awards points where a program "does not disclose info in EULA, has a confusing EULA, or a hidden EULA listing what is done with collected information," is obviously double-counting for the same thing as "privacy" where the "fact" you claim is not disclosed in the EULA is that the program "connects to a remote system without the user's awareness to transmit/receive information." In fact, Spyhunter does not connect to a remote system without the user's awareness, since it does so only when the update button is clicked. Thus, even under the Threat Assessment Chart as it is described in the press release, there is no basis for your adding SpyHunter to the Ad-aware database.

Nicolas Stark
June 15, 2004
Page 3



In any event, you should be aware that as of June 6, 2004, SpyHunter has been modified. We are no longer including the active memory scanner, and the SpyHunter EULA has been modified to clarify what information is transmitted to Enigma during the update process. While we do not believe any reasonable user would fail to expect that his or her license would be identified for purposes of authenticating a license, the modification of our EULA removes even the remote possibility that any user would be unaware of this fact. Accordingly, we expect that you will immediately alter your scoring under the Threat Assessment Chart to reflect this change. Properly evaluated, SpyHunter should receive a score of zero under your system. However, even with an aggressive interpretation of the "privacy" criterion, the score for SpyHunter should now be two. Either way, SpyHunter and all other products made by Enigma Software Group should be removed immediately from the Ad-aware database. For example, Lavasoft also lists Enigma Popup Stop in Ad-aware's database of spyware definitions. Yet, according to the Threat Assessment Chart, Enigma Popup Stop should get a rating of zero. There is no reasonable basis to list Enigma Popup Stop under the Lavasoft Threat Assessment Chart or under any known definition of spyware as that term is commonly understood in the software industry or in emerging policy initiatives to list that product.

As with SpyHunter, Ad-aware's listing of Enigma Popup Stop can only be viewed as an attempt to undermine a competitor. Lavasoft's May 28 press release plainly stated "we at Lavasoft hope that SpyHunter will be removed from the Download.com website soon." Four days later you posted another press release stating "for the fifth week in a row Ad-Aware Standard Edition is the most popular download for windows at Download.com." Such statements and actions reinforce the conclusion that listing Enigma products as spyware is part of a campaign to interfere with Enigma's relationship with Download.com in order to promote Lavasoft's competing products.

In light of the foregoing, we repeat our demand that you cease and desist the practice of listing SpyHunter or any other Enigma product in the Ad-aware database. Enigma waives no legal rights or claims in renewing this demand. If, contrary to Lavasoft's published criteria, you persist in this practice, then your anticompetitive motives will be clear to all.

Sincerely,

A handwritten signature in black ink that reads "Robert Corn-Revere".

Robert Corn-Revere

Counsel to Enigma Software Group, Inc.

cc: Colorado Stark

FedEx International Air Waybill

For all International shipments

1 From: Please print and press hard
Sender's FedEx Account Number: 04151047
Date: 04/15/04
Sender's Name: Robert Com-Revere
Company: DAVIS WRIGHT TENDRINE
Address: 1500 K Street NW
Suite 450
Washington, DC
ZIP: 20005
Postal Code: 20005
Phone: (202) 508-6600

2 Your Internal Billing Reference: OP TIONAL

3 To:
Recipient's Name: Nicolas Stark
Company: Computing AB
Address: Centrumvägen 39
Box 80
State: Falköping
Province: Sweden
ZIP: 520 43
Postal Code: 520 43

4 Shipment Information:
Shipper's Tax ID number for Customs purposes: 04151047
Recipient's Tax ID number for Customs purposes: 04151047
Commodity Description: Business letter
Total Packages: 1
Weight: 1 kg
Dimensions: 1 l / 1 w / 1 h
Country of Manufacture: USA
Value for Customs: 0
Insurance: No Yes Full Partial None
Special Services: No Yes Full Partial None

Not all services and options are available in all countries. See the back of this form for details.

5 Express Package Service:
 FedEx Intl. Priority
 FedEx Intl. First
 FedEx Intl. Economy
 FedEx Intl. Priority Overnight
 FedEx Intl. Priority Overnight International
 FedEx Intl. Priority Overnight International
 FedEx Intl. Priority Overnight International
 FedEx Intl. Priority Overnight International

6 Packaging:
 FedEx Envelope/Pak
 FedEx Other Pkg.
 FedEx 10kg Box
 FedEx 25kg Box
 FedEx 50kg Box
 FedEx 75kg Box
 FedEx 100kg Box

7 Special Handling:
 HOLD at FedEx Location
 SATURDAY Delivery
 Shipper must check/tick
 This shipment does not contain Dangerous Goods.
 Dangerous Goods cannot be shipped using this Air Waybill.

8a Payment: Bill transportation charges to:
 Sender
 Recipient
 Third Party
 Cash
 Check
 Credit Card
 Debit Card

8b Payment: Bill duties and taxes to:
 Sender
 Recipient
 Third Party
 Cash
 Check
 Credit Card
 Debit Card

9 Required Signature:
 Signature: D. Com-Revere
 Title: Director
 Date: 04/15/04

For Completion Instructions, see back of fifth page.

Questions?
 In the U.S., call (800) 247-4747
 Outside the U.S., call your local FedEx office
 or
 Visit our Web site at www.fedex.com

Print Name: 0402

RETAIN THIS COPY FOR YOUR RECORDS



SpyDie

Posted: Mar 21 2004, 10:58 AM



The Spyware Cooker!

Administrator

Group: Technical Administrator
Posts: 8236
Member No.: 43
Joined: 12-October 02

I would uninstall SpyHunter, it's a rip-off and uses disgusting ways of advertising itself. Besides, nothing it actually flags is true

Please submit the following bold-face files to: <http://submit.lavahelp.com>

Simply copy/paste the files one at a time into the box that reads "Submission File". Click "Submit new or updated target". Wait for it to upload. Then repeat with the next one ...

C:\Documents and Settings\Owner\My Documents\WH5_1843007.dll

Run HijackThis again, close all open windows, put a checkmark next to the following, and press "Fix Checked":

- R3 - Default URLSearchHook is missing**
- F2 - REG:system.ini: UserInit=C:\WINDOWS\System32\Userinit.exe**
- O2 - BHO: Lexico Toolbar - {11359F4A-B191-42d7-905A-594F8CF0387B} - (no file)**
- O2 - BHO: (no name) - {1BDD55B8-3985-4E59-B906-5E0AD56D6710} - C:\Documents and Settings\Owner\My Documents\WH5_1843007.dll**
- O2 - BHO: (no name) - {4E7BD74F-2B8D-469E-C0FF-FD60B590A87D} - (no**



snoluvr

Posted: May 13 2004, 09:01 PM

Cite

Newbie

Member

Group: Members
Posts: 6
Member No.: 27154
Joined: 18-November 03

Thanks for the link Kiwi,
Now what should I do?

I've contacted Enigma and await a reply- (they have a "problem ticket" for things, no forum...)

I actually purchased Spyhunter many months ago and not under any duress that I can remember. They have been consistent with helping, even calling me at home once. This faking and keystroke monitoring and whatever else sure don't sound too pretty, the program seems to work fine for me other than having all their files suddenly start showing up as "recognized" after a scan.

I was told by a forum admin at ? forum awhile back, that I needed more than just one scan/remover so that's when I implemented Adaware.

I should just eat what's left of my \$30 and un-install Spyhunter?

I'm really just learning my way around a computer and SO appreciate your input.

I was completely new to computers in May 03, and got spooked with all this virus stuff going on last Aug, and somehow ended up buying Spyhunter. I remember at the time it had the NortonAntiVirus name around it, or vice-versa..and I had already been using the free NAVpro (which my son set up for me) and I thought I was buying a package with NAV, or something like that. I had all these new programs to learn about (ZoneAlarm, Spyhunter, NortonAV/SystemDoctor) and it was a confusing time leastly put..

Still is, just not as bad.

Thanks folks,

sno

Why Enigma/spyhunter Being "recognized"

[Track this topic](#) | [Email this topic](#) | [Print this topic](#)

snoluvr

Posted: May 13 2004, 12:32 AM



Newbie

Member

Group: Members
Posts: 6
Member No.: 27154
Joined: 18-November 03

Hello,

I've used Adaware for several months, right along with Enigma's Spyhunter. The Enigma/Spyhunter files just recently started showing up after a scan. The first time it happened I hit 'remove' and it deleted all the Spyhunter files/program, which I re-installed. I know I can put them in the 'ignore' list but I'm wondering why they are there in the first place?
[FONT=Optima][FONT=Optima]
[FONT=Courier][SIZE=1] -and what, if anything I should do?

Spyhunter was purchased before using Adaware. (I was once advised to have 2 scanning-programs) I've just been deleting the other cookies ect..

Any thoughts are much appreciated

Thanks!

sno

WinXP/Home/Sp1 /IE6 /DSL
NortonAV/Sytem Pro 6.0.20g
SpyHunter 1.5.81
Ad-Aware 6.0
ZoneAlarm 4.5.594

Lavasoft Ad-aware Personal Build 6.181
Logfile created on :Friday, May 07, 2004 10:09:39 PM
Created with Ad-aware Personal, free for private use.
Using reference-file :01R302 03.05.2004



scan results are faked or "inconclusive" as the reviewer says. Shoddy business practice. It's odd though. Spyhunter is a sponsored download, but yet download.com doesn't recommend it. Save your money and look elsewhere.

Aggy

23-Jun-2004 02:20:47 PM

1 2 3 4 5

"Spyware mascarding as anti-spyware"

Features ● ● ● ● ●
Ease of Use ● ● ● ● ●
Stability ● ● ● ● ●

Tested on a clean machine and it 'found' spyware. The machine was brand new, never been on the internet. Steer clear of this product, plenty of better ones out there.

IhateADS!

23-Jun-2004 08:40:49 AM

1 2 3 4 5

"Spyware, I swear!"

Features ● ● ● ● ●
Ease of Use ● ● ● ● ●
Stability ● ● ● ● ●

I do not understand C|net for laying spyware out on the marked. Well, it did find something. But then after i scanned with Ad-Aware , and it said that this crappy-piece of software, was spyware! Hey, C|Net. You know that you could be sued for laying spyware/adware/virus out.

Show: All reviews | Only Positive | Only Negative

Date

Found: 133

< Previous | 81 - 90 of 133 | Next >

Zeppelin

31-Jul-2004 03:49:44 AM

1 2 3 4 5

"PASS THIS ONE"

Features
Ease of Use
Stability

● ● ● ● ●
● ● ● ● ●
● ● ● ● ●

This one is spy ware in it self, AD-AWARE has it on it's list has being spy ware. So eather pass, or if you have it get it off your computer. Spy ware should take off spy ware, not put more on.

dimitri

28-Jul-2004 01:09:42 AM

"good only if you pay"

Peter Griffin

27-Jul-2004 02:49:44 PM

1 2 3 4 5

"not worth the purchase"

Features
Ease of Use
Stability

● ● ● ● ●
● ● ● ● ●
● ● ● ● ●

What a joke of a program. It does nothing more than list the obvious and then wants money. I feel badly for anybody who felt the need to actually purchase something when there are a handful of totally free alternatives that do a far better job. (see Ad-Aware and Spy-Bot). This program is also tough for the average user to completely uninstall. In short, this is a program that should never be paid for.

Tealia

27-Jul-2004 01:29:43 PM

"Don't Buy This Product"



Exhibit I

Spyware Warrior

Waging the war against spyware

« Ad-aware SE Build 1.03 Update | Main | Anti-Spyware Software Updates »

BIRD'S EYE VIEW OF SPYHUNTER (NOTE: THIS ARTICLE WAS ORIGINALLY TITLED A BIRD'S EYE VIEW OF SPYHUNTER'S SCAM AND THEN MODIFIED AFTER I SENT HER A COMPLAINT)

I'm using this with the permission of the person who posted in my forum about his experience with SpyHunter. From time to time I get email and blog comments asking about SpyHunter. Here is the story.

Ok, it all began when I decided to re-install the operating system in my computer. I had too many files I needed to back up and also needed to free some space in my hard drive. After a good three hours of re-installing software and backing up files it was finally back online. Until then everything was ok. After two days I started to have some problems after surfing the web. All of a sudden either my home page had changed or I was getting ads by some casino. I figure to just uninstall whatever software was installed without my knowledge about. When that doesn't work I usually go straight into my programs folder and delete the folders manually. (But keep in mind I'm very new to the way spy ware hides in computers.) On the next day I turned my computer back on and all of a sudden my scanner started to work on it's own as if I was using it. Also once I was finally able to get online some programs in my computer started to work on their own and other times internet explorer would open a different home page on it's own. Ok so I decided to find a spy ware program to fix the problems. So I typed anti-spy ware programs in my browser and I found one claiming to be a great tool find and get rid of spy ware. It was SpyHunter. I downloaded it for free as it said. Did a scan and was surprised at the number of infected files I found. But when attempted to fix the problems SpyHunter asked to register the copy. So I paid \$29 dollars for it. Once I did that I scanned my system again and "fixed" the problems. Ok the next day, I started my system again and when I got online I found out that my homepage had been changed once again. So I ran SpyHunter again, and again, and again... but my homepage keep on getting changed. Now not only that but every time I scanned my system the number of infected files seemed to double. I thought, what the hell!!!

Finally, upset and very frustrated, I decided get the new Norton Internet security and looked for a new anti-spy ware program. When I did my second search I ran into an article from CNET new and found out the straight facts about the so-called anti-spy ware programs and about how spyware is a much bigger problem than I thought. I was so angry since I had been ripped off by Enigma, (makers SpyHunter) and even more pissed off at the fact that there are no laws against this kind of scam!! So I joined the Spyware Warrior forums and there I found out about the true anti-spy ware software. I downloaded Ad-aware and Spybot S&D. Finally my computer began to work properly.

Bottom line, we need laws against spy ware and fast!!!

SpyHunter is marketed by EnigmaSoftwareGroup keep reading for more info on them.

Important note - Ad-aware now removes SpyHunter. Way to go Lavasoft, makers of Ad-aware!

Enigma Software Group, Inc.

115 East 57th Street
New York, NY 10022
Telephone: 646.219.1842
9:00 AM - 5:00 PM (Mon - Fri) EST

Here is the whois look up for their domain name.

Registrant:
Enigma Software Group, Inc.
115 East 57th Street
New York, NY 10022
US
646-219-1842

Domain Name: ENIGMASOFTWAREGROUP.COM

Administrative Contact:
Russo, Alex enigma013@india.com
115 East 57th Street
New York, NY 10022
US
646-219-1842

Technical Contact:
Russo, Alex enigma013@india.com
115 East 57th Street
New York, NY 10022
US
646-219-1842

Record last updated 01-04-2004 10:56:46 PM
Record expires on 07-08-2004
Record created on 07-08-1999

Domain servers in listed order:
NS1.ENIGMASOFTWAREGROUP.COM 69.57.138.7
NS2.ENIGMASOFTWAREGROUP.COM 66.98.154.60
NS3.ENIGMASOFTWAREGROUP.COM 207.44.220.11

Posted by Suzi at 08:34 PM | Comments (14)



I need Spy Hunter reinstalled. It is gone. Why?

Posted by: Rodney Caldwell at August 18, 2004 12:19 PM

Hi All:

Those interested in more information about SpyHunter might want to read my write-up of some testing I did with the full version of SpyHunter and the spyware/adware bundled with Grokster:

<http://spywarewarrior.com/viewtopic.php?t=5015>

See also the note about SpyHunter that was recently added to the Rogue/Suspect Anti-Spyware page:

http://www.spywarewarrior.com/rogue_anti-spyware.htm#sh_note

Best,

Eric L. Howes

Posted by: Eric L. Howes at August 22, 2004 08:41 AM

Hi spyware

Can you send me your customer service
e-mail address

Thankx westernsite@aol.com

Posted by: Ed at August 28, 2004 03:28 PM

Hello -

I'm not affiliated with SpyHunter or the company EnigmaSoftwareGroup. I just wrote about them.

You need to go to their website for the customer service email address.

<http://www.spywareremove.com/contact.shtml>

or here: <http://www.enigmasoftwaregroup.com/>

Posted by: suzi at August 28, 2004 03:39 PM

Post a comment

Name:

Remember personal info?

Yes No

Email Address:

URL:

Comments:



Rogue/Suspect Anti-Spyware Products & Web Sites

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Note: "Rogue/Suspect" means that these products are of unproven, questionable, or dubious value as anti-spyware protection.

Some of the products listed on this page simply do not provide proven, reliable anti-spyware protection. Others may use unproven, deceptive, high pressure sales tactics and false positives to increase sales from gullible, confused users. A very few of these products are either associated with known distributors of spyware/adware or have been known to install spyware/adware themselves. Users are advised to rely on anti-spyware applications with deserved reputations for trustworthy performance.

Testing was performed with most of the apps listed below, not all of them. The notes section below contains definitions and descriptions of some of the key terms used in the comments for the applications listed. Be sure to consult the Anti-Spyware Family Resemblances and Orphans & Outcasts companion pages for more information on the applications listed.

If your PC is already infested with spyware or adware, see instructions below for getting help. And for anti-spyware applications that are recommended as useful and trustworthy, see the list of Trustworthy Anti-Spyware Products below.

Rogue/Suspect Anti-Spyware Products

Product	Domains	Comments
2004 Adware/Spyware Remover & Blocker	adware.storesbiz.com	no trial version locatable; <u>same app</u> as ADS Adware Remover, AdwareSpy, AdWare SpyWare Blocker & Removal, Adware Eliminator, Privacy Tools 2004, SpyBeware, & The Web Shield; Ad-aware <u>knockoff</u> [A: 7-23-04 / U: 7-23-04]
Ad-Eliminator	ad-eliminator.com realspyerase.biz	false positives work as goad to purchase; unconscionable terms (1, 2); Ad-ware <u>knockoff</u> [A: 8-1-04 / U: 8-1-04]
AdProtector	adprotector.com protectorsuite.com redv.net	<u>adware-supported</u> by RedV Network (1, 2); download broken? no trial version? [A: 6-26-04 / U: 6-26-04]
ADS Adware Remover	adware-remover.net	false positives work as goad to purchase; <u>same app</u> as 2004 Adware/Spyware Remover & Blocker, AdwareSpy, AdWare SpyWare Blocker & Removal, AdwareX Eliminator, Privacy Tools 2004, SpyBeware, & The Web Shield; Ad-aware <u>knockoff</u> [A: 7-2-04 / U: 7-11-04]
Adware Agent	killersoftware.com	no privacy policy (1); uses ActiveX "kill bit" database stolen from SpywareGuide.com (1) [A: 6-26-04 / U: 6-26-04]
Adware Hitman	adwarehitman.com	false positives work as goad to purchase; <u>same app</u> as NoAdware, SpyBan, SpywareAssasin, Spyware C.O.P., SpywareKilla, and TheSpywareKiller - (Note: other associated with NoAdware include: adware-removal.biz, dbxml.org) [A: 7-20-04]

AdwareHunter	adwarehunter.com browser-page.com	report of browser hijack (1); no trial version locatable; de 6-26-04 / U: 6-26-04]
AdwareSpy	adwarespy.com	false positives work as goad to purchase; <u>same app</u> as 20 Adware/Spyware Remover & Blocker, ADS Adware Rem AdWare SpyWare Blocker & Removal, AdwareX Elimir Privacy Tools 2004, SpyBeware, & The Web Shield; Ad <u>knockoff</u> [A: 6-29-04 / U: 7-7-04]
AdWare SpyWare Blocker & Removal	adwarespywareremoval.com	false positives work as goad to purchase; <u>same app</u> as 20 Adware/Spyware Remover & Blocker, ADS Adware Rem AdwareSpy, AdwareX Eliminator, Privacy Tools 2004, SpyBeware, & The Web Shield; Ad-aware <u>knockoff</u> [A: 7 7-23-04]
AdwareX	adware.com	poor scan reporting; <u>same app</u> as SpyAssasin [A: 6-30-04 / U
AdwareX Eliminator	adwarexeliminator.com	false positives work as goad to purchase (1); <u>same app</u> as Adware/Spyware Remover & Blocker, ADS Adware Rem AdwareSpy, AdWare SpyWare Blocker & Removal, Priv Tools 2004, SpyBeware, & The Web Shield (1); Ad-awa <u>knockoff</u> [A: 7-8-04 / U: 7-18-04]
ArmorWall	armor2net.com spywarekiller.net	false positives work as goad to purchase; poor scan repor 7-15-04 / U: 7-15-04]
BPS Spyware & Adware Remover	bulletproofsoft.com	false positives work as goad to purchase; company is kno installer of adware (1); Ad-aware rip-off (1, 2); Spybot S off (1, 2, 3); <u>clones</u> incl: Real AdWareRemoverGold, Sp; Nuker, & TZ Spyware Adware Remover [A: 6-26-04 / U: 6-2
CoffeeCup Spyware Remover	coffeecup.com	false positives work as goad to purchase; <u>same app</u> as Ea Spyware Killer, JC Spyware Remover & Adware Killer, Spyware Remover [A: 7-27-04 / U: 7-27-04]
eAcceleration/Veloz Stop-Sign	eacceleration.com eanthology.net stop-sign.com veloz.com	company has employed deceptive advertising & drive-by downloads, and has removed/disabled competing apps (1 4); false positives work as goad to purchase; questionable privacy policy & EULA (1, 2) - (Note: other domains associated outfit include: accelerationsv.com, buttonware.com, buttonware.net, clicks: downloadsales.com, homepageware.com, oodlz.com, signupsales.com, webcelerator.com) [A: 6-26-04 / U: 7-27-04]
Easy Erase Spyware Remover	easyerase.com	scanner apparently broken; no update function; ref datab; woefully inadequate; appears to be the <u>same app</u> as 2004 Adware/Spyware Remover & Blocker, ADS Adware Rem AdwareSpy, AdWare SpyWare Blocker & Removal, Adv Eliminator, Privacy Tools 2004, SpyBeware, & The Web Ad-aware <u>knockoff</u> [A: 7-20-04 / U: 7-20-04]
Easy Spyware Killer	easyspywarekiller.com	scant info on home page, no privacy policy (1); false pos work as goad to purchase; <u>same app</u> as CoffeeCup Spywa; Remover, PAL Spyware Remover, & JC Spyware Remo; Adware Killer [A: 6-26-04 / U: 6-26-04]
GoodbyeSpy	tekeffect.com	no update function; false positives work as goad to purch 7-20-04 / U: 7-20-04]
InternetAntiSpy	internetantispy.com zendmedia.com	aggressive, deceptive advertising, browser hijacking (1, 2 no trial version locatable [A: 6-26-04 / U: 6-26-04]
JC Spyware Remover	jcspyware-remover.com	false positives work as goad to purchase; <u>same app</u> as Ea

& Adware Killer		Spyware Killer & PAL Spyware Remover [A: 6-26-04 / U: 6-
MaxNetShield	maxnetshield.com maxionsoftware.com	false positives work as goad to purchase; this application bundles SpyKiller (same company) for spyware protectio 13-04 / U: 7-13-04]
NetSpyProtector	netspyprotector.com	inadequate info about app, no trial version locatable; "fre prone to false positives (1); reportedly a <u>variant</u> of NoSp; SpyVest, and Spyware Stormer (1) [A: 7-7-04 / U: 7-26-04]
NoAdware	noadware.com no-adware.com noadware.net no-adware.net noadwarenow.com	aggressive, deceptive advertising (1, 2, 3, 4, 5); false pos: work as goad to purchase; flagged by Ad-aware as "scam has exploited names of "spybot" and "ad-aware" (1); <u>same</u> Adware Hitman, SpyBan, SpywareAssasin, Spyware C.O.P., SpywareKilla, and TheSpywareKiller - (Note: other associated with NoAdware include: adware-destroyer.com, adware-remova adware-scan.com, dbxml.org) [A: 6-26-04 / U: 7-13-04]
NoSpyX	nospyx.com interesoft.com spywareboard.com	<u>home page</u> appears to offer a free scanner but then dema purchase instead (1, 2); dubious corp. associations (1); <u>vs</u> SpyVest & Spyware Stormer (1); Ad-aware <u>knockoff</u> [A: U: 7-26-04]
PAL Spyware Remover	palsol.com palsol.biz palsol.net	aggressive advertising (1, 2, 3); false positives work as g purchase; exploits name "spybot"; <u>same app</u> as CoffeeCu Spyware Remover, Easy Spyware Killer, & JC Spyware Remover & Adware Killer - (Note: other domains associated w/ P Spyware Remover include: 1spyware-removal.com, cybergations.com, jointventureforprofit.com/spy/, spy-bot.com, spybot-scan.com, spybot-scan spybot-virus-scan.com, spybotsd.com, spyware1.com, spywarefinder.net, spywarekiller.us, spyware-remover-software.net, spyware-virus-scan.com, : virus-remover.com, trojan-virus-scan.com) [A: 6-26-04 / U: 6-26-04]
pcOrion	pcorion.com	aggressive, deceptive advertising (1); <u>same app</u> as SpywareNuker 2004 (1) [A: 7-2-04 / U: 7-2-04]
Privacy Defender	pcsecurityshield.com	false positives work as goad to purchase; "free scan" app in endless loop; poor scan reporting; deceptive advertising/"scan" on home page (1); dubious corp. assoc (1); also from this domain: The Shield 2004 - (Note: other dt associated w/ Privacy Defender include: pcsecuritysheild.com, pcsecurityw pctoolworks2004.com, pctoolworks2005.com) [A: 6-26-04 / U: 7-27-04]
Privacy Tools 2004	privacytools2004.com	false positives work as goad to purchase (1); <u>same app</u> as Adware/Spyware Remover & Blocker, ADS Adware Rem AdwareSpy, AdWare SpyWare Blocker & Removal, Ad Eliminator, SpyBeware, & The Web Shield; Ad-aware <u>kn</u> [A: 7-20-04 / U: 7-20-04]
PurityScan / PuritySweep	clickspring.net purityscan.com puritysweep.com	adware-supported, "drive-by-downloads" (1, 2, 3, 4, 5, stealth installs executables to foil uninstallation [A: 6-26-04 04]
QuickCleaner	quickcleaner.com	online scan/detection service only; inadequate info about inadequate, flawed scan/detection; no uninstaller [A: 8-2-04 04]
Real AdWareRemoverGold	adwareremovergold.com iteens.com sg08.biz	aggressive, deceptive advertising (1); reported hijacks (1, dubious corp. associations (1); false positives work as go purchase; Ad-aware <u>rip-off</u> ; BPS Spyware & Adware Re: <u>clone</u> (1) [A: 6-26-04 / U: 6-26-04]
ScanSpyware	scanspyware.net	aggressive advertising (1); false positives work as goad to purchase; Ad-aware <u>knockoff</u> [A: 6-26-04 / U: 6-26-04]

SpyAssasin	spyassassin.com adaware.com ada-ware.com	exploits name of "Ad-aware" (1, 2); poor scan reporting; app as AdwareX [A: 6-26-04 / U: 6-26-04]
SpyAssault	spyassault.com	false positives work as goad to purchase; poor scan reporting; installs Favoriteman parasite (1, 2) [A: 6-26-04 / U: 6-26-04]
SpyBan	spyban.net	installs Look2Me & VX2/ABetterInternet parasites (4, 5, 6); inexcusable false positives; same app as Adware Hitman, NoAdware, SpywareAssasin, Spyware C.O.P., SpywareKilla, & TheSpywareKiller; dead? [A: 6-26-04 / U: 6-26-04]
SpyBeware	spybeware.com	false positives work as goad to purchase; update function broken?; same app as 2004 Adware/Spyware Remover & Blocker, ADS Adware Remover, AdwareSpy, AdWare S Blocker & Removal, AdwareX Eliminator, Privacy Tool: & The Web Shield; Ad-aware knockoff [A: 7-23-04 / U: 7-23-04]
SpyBlast	spyblast.com advertising.com	aggressive, deceptive advertising (1); drive-by-download adware-supported (1, 2, 3); download link broken? no trial version locatable? [A: 6-26-04 / U: 6-26-04]
SpyBlocs/eBlocs.com	eblocs.com spyblocs.com spybloc.com	aggressive, deceptive advertising (1, 2, 3, 4, 5); false positives work as goad to purchase; Ad-aware knockoff; same app as SpyDoctor, Spynator, SpyKiller 2004, & SpywareThis [A: 6-26-04 / U: 6-26-04]
SpyBouncer	spybouncer.com stingware.com	false positives work as goad to purchase; reported hijack: 3) [A: 6-26-04 / U: 6-26-04]
SpyBurn	neosoftlabs.com spyburn.palsol.biz	false positives work as goad to purchase; same app as Xc Ad-aware knockoff [A: 7-4-04 / U: 7-4-04]
SpyClean	spyclean.com guardwall.com	false positives work as goad to purchase; poor scan report requires installation of Microsoft .NET framework. [A: 7-5-04 / U: 7-5-04]
SpyCleaner	spycleaner.net adaware.info	aggressive, deceptive advertising (1, 2); false positives work as goad to purchase; "Free Spyware Scanner" uses out-of-date reference database w/ no update function; exploits name of "Ad-aware" (1); Ad-aware rip-off (1, 2) [A: 6-26-04 / U: 6-26-04]
SpyDeleter	spydeleter.com 209.50.251.182	same company as SpyWiper/MailWiper (1, 2, 3, 4); aggressive advertising, hijacking (1, 2); no trial version locatable [A: 6-26-04 / U: 6-26-04]
Spy Detector	spydetector.net	questionable license terms; flawed, high pressure scan results & results; Ad-aware knockoff [A: 7-24-04 / U: 7-24-04]
SpyDoctor	healthycomputerclub.com nospyware.info	false positives work as goad to purchase; same app as Spyblocs/eBlocs, Spynator, SpyKiller 2004, & Spyware Ad-aware knockoff [A: 6-29-04 / U: 6-29-04]
SpyEliminator	securetactics.com	inadequate info about company & app, no privacy policy; trial version locatable [A: 6-26-04 / U: 6-26-04]
SpyFerret	onlinepcfix.com	Spybot S&D rip-off (1, 2); also from this domain: Lop Uninstaller, Xupiter Uninstaller [A: 6-26-04 / U: 6-26-04]
SpyHunter	enigmasoftwaregroup.com spywareremove.com	aggressive, deceptive advertising (1, 2, 3, 4, 5); transmits Windows Product ID (1); has exploited name "spybot" [A: 6-26-04 / U: 6-26-04]

Spyinator	spyinator.com	false positives work as goad to purchase; <u>same app</u> as Spybloccs/eBloccs, SpyDoctor, SpyKiller 2004, & Spywan Ad-aware <u>knockoff</u> [A: 7-2-04 / U: 7-2-04]
SpyKiller	spy-killer.com maxionsoftware.com	false positives work as goad to purchase; this application bundled in MaxNetShield (same company) as spyware p [A: 6-26-04 / U: 6-26-04]
SpyKiller 2004	spykiller.com spykillerdownload.com free-spyware-scan.com	aggressive, deceptive advertising (1, 2); false positives w goad to purchase; <u>same app</u> as SpyDoctor, Spybloccs/eBlc Spyinator, & SpywareThis; Ad-aware <u>knockoff</u> [A: 6-26-04 04]
SpyKillerPro	spykillerpro.com	browser hijacking, aggressive advertising (1); dead? [A: 6-6-26-04]
SpyVest	spyvest.com	scan results occasionally broken; <u>variant</u> of NoSpyX & S Stormer (1); Ad-aware <u>knockoff</u> [A: 7-20-04 / U: 7-20-04]
Spyware Annihilator	solidlabs.com	aggressive, deceptive advertising (1, 2); false positives w goad to purchase; no update function [A: 6-26-04 / U: 6-26-04]
SpywareAssasin	spywareassassin.com	false positives work as goad to purchase; no EULA/Priva Policy; uses out-of-date reference database; <u>same app</u> as Hitman, NoAdware, SpyBan, Spyware C.O.P., Spywaref TheSpywareKiller [A: 7-4-04 / U: 7-4-04]
SpywareBeGone	spywarebegone.com freespywarescan.org	aggressive advertising (1); poor scan reporting; false posi work as goad to purchase [A: 6-26-04 / U: 6-26-04]
SpywareCleaner	checkforspyware.com/sc/	aggressive, deceptive advertising (1, 2, 3, 4); no trial vers locatable - (Note: other domains associated w/ this app include: spw2a.c spw2f.com/sc/, spw3e.com/sc/, spw4.com/sc/, spw8.com) [A: 6-26-04 / U: .
Spyware Cleaner & Pop-Up Blocker	---	inadequate info about app and company; no trial version locatable online - (Note: distributed by GameMill publishing / Educat Initiatives Group; alt. app names incl. AntiSpy & PopStopper; bundled w/ P & PC Accelerator; all apps branded "SpyMagic") [A: 7-7-04 / U: 7-7-04]
Spyware C.O.P.	spyware-cop.com	aggressive advertising (1); false positives work as goad to purchase; <u>same app</u> as Adware Hitman, NoAdware, Spyf SpywareAssasin, SpywareKilla, & TheSpywareKiller [A: U: 7-16-04]
SpywareCrusher	spywarecrusher.com	no update function; Ad-aware <u>knockoff</u> [A: 6-26-04 / U: 6-26-
SpywareKilla	spywarekilla.com	aggressive advertising (1); false positives work as goad to purchase; <u>same app</u> as Adware Hitman, NoAdware, Spyf SpywareAssasin, Spyware C.O.P., and TheSpywareKille 26-04 / U: 7-16-04]
SpyWare Killer	anonymizer.com cosmi.com	inadequate info on home pages (1, 2); no trial version ava uses out-of-date reference database; inadequate scanning/configuration [A: 6-26-04 / U: 7-27-04]
SpywareNuker (read <u>note</u>)	nuker.com spywarenuker.com trekblue.com trekdata.com	company is known adware distributor (1, 2, 3, 4, 5); aggr advertising (1, 2); new version is <u>same app</u> as pcOrion (1 version was Spybot S&D rip-off (1, 2, 3, 4, 5) & Ad-awa off; older version was BPS Spyware & Adware Remover (Note: other domains associated w/ SpywareNuker include: catlab.us, nuke-spyware.com, prspybot.com, spywarealert.com, spyware-killer.com, spy-bo spynuke.com, spywarenuker.us) - Read this <u>note</u> about SpywareNuker. [A: U: 7-5-04]
Spyware & Pop-Up		inadequate, confusing info about app on home page; no t

Utility	softwareoasis.cc	version locatable [A: 7-9-04 / U: 7-9-04]
SpywareRemover	spy-ware-remover.com spywareremover.com	front for BPS Spyware & Adware Remover (itself an <u>Ad-rip-off</u>); associated w/ SpyForce.com [A: 6-26-04 / U: 6-26-04]
Spyware Stormer	spywarestormer.com	aggressive advertising (1, 2, 3); variant of NoSpyX & Sp (1); Ad-aware <u>knockoff</u> [A: 6-26-04 / U: 7-20-04]
SpywareThis	spywarethis.com achtungachtung.com	false positives work as goad to purchase; no update function; <u>same</u> app as SpyDoctor, Spyinator, SpyKiller 2 Spyblocs/eBlocs; Ad-aware <u>knockoff</u> [A: 6-26-04 / U: 6-26-04]
SpywareZapper	spywarezapper.com	front for TZ Spyware Adware Remover (download link i Spyware Adware Remover, itself a BPS Spyware & Adw Remover <u>clone</u>) [A: 6-26-04 / U: 6-26-04]
SpyWiper	mailwiper.com	deceptive advertising, browser hijacking, drive-by-downl (1, 2, 3); same company as SpyDeleter (1, 2, 3, 4); no trial version locatable [A: 6-26-04 / U: 6-26-04]
System Detective	affiliatesuccess.net jeanharris.com spyware-removal.net systemdetective.com	inadequate info about app, no end user privacy policy (1) trial version locatable; parent company primarily an affili program (1) [A: 6-27-04 / U: 6-27-04]
TheSpywareKiller	thespywarekiller.com inicom.dk	deceptive detection reports (1); false positives work as go purchase (1); uses out-of-date reference database (1); <u>san</u> as Adware Hitman, NoAdware, SpyBan, SpywareAssasin Spyware C.O.P., & SpywareKilla [A: 7-17-04 / U: 7-17-04]
The Web Shield	pcspytool.com	no trial version locatable; <u>same</u> app as 2004 Adware/Spy Remover & Blocker, ADS Adware Remover, AdwareSp; AdWare SpyWare Blocker & Removal, AdwareX Elimir Privacy Tools 2004, & SpyBeware; Ad-aware <u>knockoff</u> [U: 7-7-04]
TrueWatch	truesuite.com	false positives work as goad to purchase; "free scan" uses date reference database w/ no update function [A: 7-27-04 / 04]
TZ Spyware Adware Remover	trackzapper.com	false positives work as goad to purchase; Ad-aware <u>rip-o</u> Spyware & Adware Remover <u>clone</u> [A: 6-26-04 / U: 6-26-04]
VBouncer/AdDestroyer	spywarelabs.com virtualbouncer.com	drive-by-downloads (1, 2); resident scanner w/ little feedback/control; questionable license terms (1, 2) [A: 6-26-04 / 6-26-04]
XoftSpy	paretologic.com	aggressive, deceptive advertising (1, 2, 3); false positives as goad to purchase (1, 2, 3); exploits name "spybot" (1); <u>app</u> as SpyBurn; Ad-aware <u>knockoff</u> - (Note: other domains as with XoftSpy -- most of which were formerly associated with SpyHunter -- 1spybot.com, adware-elimination.com, adwares.net, anti-adware.net, antispwares.com, deletespyware.net, download-spybot.com, downloadspy no-spybot.com, online-spybot-scan.com, online-spyware-scan.com, popupremoval.com, removespyware.net, softspy.net, softwho.com, spybot-download.com, spy-bot.net, spy-bot.org, spybots.net, spybotsearch.com, sp; search.com, spybot-spyware.com, spybot-spyware-removal.com, spyware-detection.net, spywareremoval.net, trojan-scan.com) [A: 6-26-04 / U: 7-26-
ZeroSpyware	zerospyware.com zeroads.com	false positives work as goad to purchase (1, 2); misleadin reporting (1) [A: 6-26-04 / U: 7-12-04]

Notes:

Testing: Testing was performed with most of these apps. Apps *not* tested include: 2004 Adware/Spyware Remover & Blocker, AdProtector, Adware Hunter, InternetAntiSpy, NetSpyProtector, NoSpyX, SpyBlast, SpyDeleter, SpyEliminator, SpyKillerPro, SpyWiper, SpywareCleaner, Spyware Cleaner & Pop-Up Blocker, System Detective, The Web Shield.

False positives: In cases where it is noted "false positives work as goad to purchase," the apps in question produced inexcusable positives on a "spyware-free" system (previously scanned with AVP 3.5, Trojan Hunter 3.9, Ad-aware 6.0, Spybot S&D 1.3, & Sweeper 2.61) and then demanded payment to clean that non-existent "spyware"/"adware." Scan logs, reference database files, screenshots, and other related files from the tests have been archived.

Poor scan reporting: This means that the application either did not provide information about what it found (e.g., it simply reports spyware items found" without identifying particular parasites by name) or did not report enough information about the basis for items it found (e.g., it reported finding the Look2Me parasite, but did not report what Registry keys, files, or folders it had identified (Look2Me)).

Knockoffs/rip-offs: The term "knockoff" means at the very least that the app in question substantially imitates the look, feel, and experience of another program (usually Ad-aware). With some of these "knockoff" apps there may be evidence (e.g., scan logs) of serious borrowing from other programs, but there are no specific allegations to that effect as yet from the affected parties. The term "rip-off" means that there are specific allegations from the affected parties of unauthorized borrowing from their applications (usually Ad-aware or Spybot Search & Destroy). See the [Anti-Spyware Family Resemblances](#) companion page for screenshots of most of these applications. (Screenshots for applications not included on the [Family Resemblances](#) page can be found on the [Orphans & Outcasts](#) page.)

Aggressive/deceptive advertising: "Aggressive" advertising consists of the obnoxious, intrusive use of pop-ups, false GUI elements, and other advertising techniques designed to pressure or coerce users into buying the application advertised. "Deceptive" advertising employs advertising techniques and information designed to create a false sense of alarm among users in order to stampede them into purchasing the application being advertised.

Dates: Significant dates are listed in the format MM-DD-YY. **A:** date that entry for application was added to list; **U:** date that application was last checked/tested or entry was last significantly modified/updated.

Total applications listed: 77

Note on SpywareNuker: SpywareNuker presents a difficult case. It is listed here primarily because the old version ([version 1](#)) is being distributed with some applications from [Blue Haven Media](#), which is a sibling company to [TrekBlue](#), the makers of SpywareNuker (both Blue Haven and TrekBlue are divisions of [Trek8, LLC](#)). [Version 1](#) has a deservedly poor reputation. It is a clone of BPS Spyware & Adware Remover, which itself is a rip-off of Ad-aware ([1](#), [2](#)) and Spybot Search & Destroy ([1](#), [2](#), [3](#), [4](#), [5](#)). Moreover, it is prone to ridiculous false positives, like the other [clones](#) of BPS Spyware & Adware Remover.

In the late spring or early summer of 2004, TrekBlue released a [new version](#) of SpywareNuker (version 2, also known as [SpywareNuker 2004](#)) which is not built on the codebase licensed from BPS ([1](#)). Testing with this new version (also released under the name [pc](#)) indicates that it does detect and remove spyware and adware. Moreover it is not prone to inexcusable false positives, as its predecessor was. Thus, the new SpywareNuker 2004 is a significant improvement on the justly discredited original version of SpywareNuker.

Nonetheless, the new SpywareNuker 2004 cannot be recommended because of Blue Haven Media's continuing distribution of a number of its "freeware" software offerings ([1](#), [2](#), [3](#), [4](#), [5](#)). (No version of SpywareNuker, so far as we can tell, has itself installed adware/spyware.) At the time of this writing (July 2004), Blue Haven Media software was bundling the following adware/spyware applications: BargainBuddy, CommonName, WhenU/Save, WhenU/WeatherCast, n-case/180Solutions, ShopNav, IGetNet, Sidestep, WorldMedia/ebates, MySearch/MyWay, and Gigatech SuperBar.

That puts TrekBlue in the dubious position of detecting and removing adware/spyware that is distributed for profit by its sister company Blue Haven Media. Testing with SpywareNuker 2004 indicates that it will detect and remove the adware/spyware listed above. We cannot recommend that users rely on SpywareNuker 2004 for adware/spyware protection not only because of Trek8's continuing dependence on revenue from adware/spyware distribution and its past history of aggressive advertising, but because there are [other alternatives](#) available that are not burdened with Trek8's checkered history.

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Rogue/Suspect Anti-Spyware Sites

Product	Domains	Comments
---	2004spywareremovers.com	pushes rogue/suspect products
---	2-spyware.com	pushes rogue/suspect products; aggressive, deceptive adv (1, 2)
---	5spynetwork.com	pushes rogue/suspect products (currently NetDetective & Detective)
---	add-aware.com	pushes rogue/suspect products
---	AdwareReport.com	site webmaster is affiliate for products reviewed (1)
---	antispyware.com	pushes some rogue/suspect products
---	Anti-Spyware-Review.com	pushes some rogue/suspect products
---	anti-spyware-review. toptenreviews.com	advertising/marketing front for products reviewed (1, 2)
---	CompareSpywareRemovers.com SpywareRemoverComparisons.com SpywareRemoversReview.com	pushes rogue/suspect products; same content as CompareSpywareRemovers.com
---	e-spyware.com	pushes some rogue/suspect products
---	likesurfing.com	aggressive, deceptive adevertising (1); pushes rogue/suspe products
---	megalithusa.com	pushes rogue/suspect products (currently SpywareNuker
---	NonToxic-Internet.com	pushes rogue/suspect products
---	Online-Survival-Lab.com	pushes rogue/suspect products
---	PrivacySoftwareReport.com	pushes some rogue/suspect products
---	RateSpywareRemovers.com	pushes rogue/suspect products
---	safespy.net	pushes rogue/suspect products
---	smart-security.info	hijacking, aggressive advertising (1, 2, 3, 4); pushes rogue/suspect software
---	spyads.com	pushes rogue/suspect products
---	spybot.com	currently re-directs to pcsecuritynews.com
---	spy-deleter.com	pushes rogue/suspect products

---	SpyForce.com	pushes rogue/suspect products
---	spyhunter.com	dead?
---	spy-hunter-detector.com	dead?
---	spyware.net	pushes rogue/suspect products
---	spyware-adware-download.com	pushes some rogue/suspect products
---	spywareblaster.com	pushes rogue/suspect products (currently, BPS Spyware & Adware Remover)
---	spywarehub.com	pushes rogue/suspect products
---	spyware.junglebee.com	pushes rogue/suspect products
SpywareHelpNetwork	spywarehelp.net	purports to sell info/advice available for free; aggressive advertising, dubious associations with known hijackers (4); "suspended for spam & abuse" (1)
---	SpywareInfoooo.com	dead?
---	removespyware.ru spywareremove.org	pushes rogue/suspect products
---	spy-review.com	pushes rogue/suspect products
---	spywareonline.org	pushes some rogue/suspect products
---	SpywareRemovalAuthority.com	pushes rogue/suspect products (currently SpyClean)
---	SpywareRemovalUtilities.com	pushes rogue/suspect products
---	spyware-removers.org	pushes rogue/suspect products; aggressive advertising (1)
---	spywarereview.info	pushes some rogue/suspect products
---	The-Spyware-Review.com	pushes rogue/suspect products
---	uant.net	pushes rogue/suspect products (esp. NoAdware)

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Clones/Knockoffs

Rogue/Suspect (See also: *Anti-Spyware Family Resemblances*)

Product	Domains	Comments
2004 Adware/Spyware Remover & Blocker	adware.storesbiz.com	no trial version locatable; <u>same app</u> as ADS Adware Remover, AdwareSpy, AdWare SpyWare Blocker & Removal, Adware Eliminator, Privacy Tools 2004, SpyBeware, & The Web Ad-aware <u>knockoff</u>
	adware-remover.net	false positives work as goad to purchase; <u>same app</u> as 2004 Adware/Spyware Remover & Blocker, AdwareSpy, AdWare

ADS Adware Remover		SpyWare Blocker & Removal, AdwareX Eliminator, Privacy Tools 2004, SpyBeware, & The Web Shield; Ad-aware <u>knockoff</u>
AdwareSpy	adwarespy.com	false positives work as goad to purchase; <u>same app</u> as 2004 Adware/Spyware Remover & Blocker, ADS Adware Remover, AdWare SpyWare Blocker & Removal, AdwareX Eliminator, Privacy Tools 2004, SpyBeware, & The Web Shield; Ad-aware <u>knockoff</u>
AdWare SpyWare Blocker & Removal	adwarespywareremoval.com	false positives work as goad to purchase; <u>same app</u> as 2004 Adware/Spyware Remover & Blocker, ADS Adware Remover, AdwareSpy, AdwareX Eliminator, Privacy Tools 2004, SpyBeware, & The Web Shield; Ad-aware <u>knockoff</u>
AdwareX Eliminator	adwarexeliminator.com	false positives work as goad to purchase; <u>same app</u> as 2004 Adware/Spyware Remover & Blocker, ADS Adware Remover, AdwareSpy, AdWare SpyWare Blocker & Removal, Privacy Tools 2004, SpyBeware, & The Web Shield (1); Ad-aware <u>knockoff</u>
BPS Spyware & Adware Remover	bulletproofsoft.com	false positives work as goad to purchase; company is known installer of adware (1); Ad-aware <u>rip-off</u> (1, 2); Spybot Search and Destroy (1, 2, 3); clones incl: Real AdWareRemoverGold, SpyNuker, & TZ Spyware Adware Remover
Easy Erase Spyware Remover	easyerase.com	scanner apparently broken; no update function; ref database woefully inadequate; appears to be the <u>same app</u> as 2004 Adware/Spyware Remover & Blocker, ADS Adware Remover, AdwareSpy, AdWare SpyWare Blocker & Removal, AdwareX Eliminator, Privacy Tools 2004, SpyBeware, & The Web Shield; Ad-aware <u>knockoff</u>
NoSpyX	nospyx.com interesoft.com spywareboard.com	<u>home page</u> appears to offer a free scanner but then demands purchase instead (1, 2); dubious corp. associations (1); vs. SpyVest & Spyware Stormer; Ad-aware <u>knockoff</u>
Privacy Tools 2004	privacytools2004.com	false positives work as goad to purchase; <u>same app</u> as 2004 Adware/Spyware Remover & Blocker, ADS Adware Remover, AdwareSpy, AdWare SpyWare Blocker & Removal, AdwareX Eliminator, SpyBeware, & The Web Shield; Ad-aware <u>knockoff</u>
Real AdWareRemoverGold	adwareremovergold.com iteens.com sg08.biz	aggressive, deceptive advertising (1); reported hijacks (1); dubious corp. associations (1); false positives work as goad to purchase; Ad-aware <u>rip-off</u> ; BPS Spyware & Adware Remover clone (1)
ScanSpyware	scanspyware.net	false positives work as goad to purchase; Ad-aware <u>knockoff</u>
SpyBeware	spybeware.com	false positives work as goad to purchase; update function broken?; <u>same app</u> as 2004 Adware/Spyware Remover & Blocker, ADS Adware Remover, AdwareSpy, AdWare SpyWare Blocker & Removal, AdwareX Eliminator, Privacy Tools 2004, & The Web Shield; Ad-aware <u>knockoff</u>
SpyBlocs/eBlocs.com	eblocs.com spyblocs.com spybloc.com	aggressive, deceptive advertising (1, 2, 3, 4, 5); false positives work as goad to purchase; Ad-aware <u>knockoff</u> ; <u>same app</u> as SpyDoctor, Spyinator, SpyKiller 2004, & SpywareThis
SpyBurn	neosoftlabs.com spyburn.palsol.biz	false positives work as goad to purchase; <u>same app</u> as X-Tools Ad-aware <u>knockoff</u>

SpyCleaner	spycleaner.net adaware.info	aggressive, deceptive advertising (1); false positives work as goad to purchase; Free Spyware Scanner uses out-of-date reference database w/ no update function; exploits name aware" (1); Ad-aware rip-off (1, 2)
Spy Detector	spydetector.net	questionable license terms; flawed, high pressure scan de & results; Ad-aware knockoff
SpyDoctor	healthycomputerclub.com nospyware.info	false positives work as goad to purchase; same app as Spyblocs/Eblocs, Spyinator, SpyKiller 2004, & Spyware Ad-aware knockoff
SpyFerret	onlinepcfix.com	Spybot S&D rip-off (1, 2); also from this domain: Lop Uninstaller, Xupiter Uninstaller
Spyinator	spyinator.com	false positives work as goad to purchase; same app as Spyblocs/Eblocs, SpyDoctor, SpyKiller 2004, & Spyware Ad-aware knockoff
SpyKiller 2004	spykiller.com spykillerdownload.com free-spyware-scan.com	aggressive, deceptive advertising (1, 2); false positives work as goad to purchase; same app as SpyDoctor, Spyblocs/Eblocs, Spyinator, & SpywareThis; Ad-aware knockoff
SpyVest	spyvest.com	scan results occasionally broken; variant of NoSpyX & Stormer; Ad-aware knockoff
SpywareAssasin	spywareassassin.com	false positives work as goad to purchase; no EULA/Privacy Policy; uses out-of-date reference database; Ad-aware knockoff
SpywareCrusher	spywarecrusher.com	no update function; Ad-aware knockoff
SpywareNuker (read note)	nuker.com spywarenuker.com trekblue.com trekdata.com	company is known adware distributor (1, 2, 3, 4, 5); aggressive advertising (1, 2); new version is same app as pcOrion (1 version was Spybot S&D rip-off (1, 2, 3, 4, 5) & Ad-aware rip-off; older version was BPS Spyware & Adware Remover (Note: other domains associated w/ SpywareNuker include: catlab.us, nuker-spyware.com, prspybot.com, spywarealert.com, spyware-killer.com, spy-bo-spynuke.com, spywarenuker.us) - Read this note about SpywareNuker.
SpywareRemover	spy-ware-remover.com spywareremover.com	front for BPS Spyware & Adware Remover (itself an Ad-aware rip-off); associated w/ SpyForce.com
Spyware Stormer	spywarestormer.com	aggressive advertising (1, 2); variant of NoSpyX & Stormer; Ad-aware knockoff
SpywareThis	spywarethis.com achtungachtung.com	false positives work as goad to purchase; no update function; same app as SpyDoctor, Spyinator, SpyKiller 2004, & SpywareThis; Ad-aware knockoff
SpywareZapper	spywarezapper.com	front for TZ Spyware Adware Remover (download link in Spyware Adware Remover, itself a BPS Spyware & Adware Remover clone)
The Web Shield	pcspytool.com	no trial version locatable; same app as 2004 Adware/Spyware Remover & Blocker, ADS Adware Remover, AdwareSpy, AdWare SpyWare Blocker & Removal, AdwareX Eliminator, Privacy Tools 2004, & SpyBeware; Ad-aware knockoff
TZ Spyware Adware Remover	trackzapper.com	false positives work as goad to purchase; Ad-aware rip-off; Spyware & Adware Remover clone
		aggressive, deceptive advertising (1, 2, 3); false positives

XoftSpy	paretologic.com	as goad to purchase (1, 2, 3); exploits name "spybot" (1); app as SpyBurn; Ad-aware <u>knockoff</u> - (Note: other domains as with XoftSpy – most of which were formerly associated with SpyHunter – 1spybot.com, adware-elimination.com, adwares.net, anti-adware.net, antispwares.com, deletespyware.net, download-spybot.com, downloadspybot.com, no-spybot.com, online-spybot-scan.com, online-spyware-scan.com, popupremoval.com, removespyware.net, softspy.net, softwho.com, spybot-download.com, spy-bot.net, spy-bot.org, spybots.net, spybotsearch.com, spybotsearch.com, spybot-spyware.com, spybot-spyware-removal.com, spyware-detection.net, spywareremoval.net, trojan-scan.com)
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Legitimate/Licensed

Product	Domains	Comments
AOL Spyware Protection	aol.com	powered by <u>Aluria</u> (licensed)
Earthlink Spyware Blocker & SpyAudit	earthlink.net	powered by <u>Webroot</u> (licensed)
---	PestRemovers.com	<u>Pest Patrol</u> front
---	SecureIE.com spyware-appz.com	McAfee <u>AntiSpyware</u> front
SpyGone	spygone.com	false positives work as goad to purchase; earlier version of Spybot S&D rip-off (1, 2, 3); now "powered by <u>Aluria</u> "
SpyStopper	itcompany.com	<u>SpyBlocker</u> clone (licensed)
SpyRemover	itcompany.com	<u>SpyBot S&D</u> clone (licensed)
---	SpySweeper.com SpySweeper.net YourSpySweeper.com	Webroot <u>Spy Sweeper</u> fronts
Spyware X-terminator	stompsoft.com	powered by <u>Pest Patrol</u> (licensed)
---	Parasiteware.com Parasite-ware.com	<u>Aluria</u> / <u>Xblock</u> front
Yahoo AntiSpy	yahoo.com	powered by <u>Pest Patrol</u> (licensed)

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Trustworthy Anti-Spyware Products

Protecting your PC w/ quality anti-spyware applications...

When choosing anti-spyware protection, you should rely on products with deserved reputations and proven records. That means avoiding the new and unknown, and not succumbing to impulse buys of anti-spyware products that you see on the Net, esp. those included in the "rogue/suspect" list on this page or advertised c Google.

At the very least, you should have an anti-spyware scanner, and there are several reputable anti-spyware sc

available on the Net -- some even for free. But anti-spyware protection goes beyond having an anti-spyware scanner like Spybot Search & Destroy or Ad-aware. Even after installing and running an anti-spyware scanner you should take steps to lock down your browser and protect your system against further infestation by spyware and adware.

What follows below is a set of recommended steps for installing anti-spyware protection for your PC. If you are already infested with spyware or adware, see the [instructions](#) for getting help included [later](#) on this page.

1. Run an anti-spyware scanner (or two...)

One basic tool in every user's toolbox of software ought to be an anti-spyware scanner. There are several excellent anti-spyware scanners available -- some free, some for pay. These include (but are limited to):

[Ad-aware](#)

[Pest Patrol](#)

[Spybot Search & Destroy](#)

[Webroot Spy Sweeper](#)

Anti-spyware scanners work much like anti-virus applications (such as Norton Anti-Virus, McAfee VirusScan, et al), except that instead of scanning your PC for viruses, trojans, and worms, they scan your computer for spyware, adware, and dialers. (You can find a more complete list of anti-spyware applications [HERE](#).)

I recommend using at least two anti-spyware scanners regularly, as one will often pick up items that the other misses. Even after you install an anti-spyware scanner, be sure to keep it updated because new spyware and adware appears on the Net almost daily.

2. Install anti-spyware protection

Scanning for spyware and adware isn't enough to protect your PC. You also need to take preventative steps to ensure that unwanted software doesn't come back. One effective way to prevent spyware and adware from returning is to install an anti-spyware prevention program such as:

[SpywareBlaster](#)

[SpywareGuard](#)

SpywareBlaster and SpywareGuard are excellent, free programs from JavaCool. I recommend installing and using both, as they protect your computer in different ways. SpywareBlaster "inoculates" your Internet Explorer browser against the installation of unwanted spyware and adware from the internet. SpywareGuard actively monitors your PC and prevents spyware infestations. Both are easy to install and update.

3. Lock down your browser

One of the most prevalent means for spyware and adware to be installed is through Internet Explorer. To prevent spyware and adware from installing without your knowledge and permission, you need to "lock down" Internet Explorer. There are several ways to do this.

Securely configure the Internet zone

First, you can securely configure the Internet zone of Internet Explorer and add sites that you trust to the Trusted sites zone. This means that by default web sites will not be able to use "active content" (i.e., ActiveX controls, Java applets, and scripting) until you explicitly choose to trust those web sites. See this page for instructions on how to securely configure Internet Explorer:

Internet Explorer Privacy & Security Settings

By turns, you could also use this free program, which will automatically configure Internet Explorer for you:

Enough is Enough!

One potential downside to securely configuring the Internet zone is that some web sites will not work properly until you add them to the Trusted sites zone -- a process that some users find cumbersome.

Add bad sites to the Restricted sites zone

Second, you can use another approach to "locking down" Internet Explorer which avoids the hassle of broken web sites by adding known "nasty" sites to the Restricted sites zone. Doing so gives your PC protection against known threats while still allowing most web sites to work by default. To put the clamp down on a long list of undesirable web sites, you can install and use this free program:

IE-SPYAD

If you choose to use the Restricted sites approach of IE-SPYAD, be sure to update your copy of IE-SPYAD regularly, as new web sites are constantly being added to the list.

4. Use an alternative browser

Internet Explorer is not only the most popular browser on the Net, it is also the browser most widely and easily exploited by spyware pushers to install spyware and adware behind users' backs. Thus, you might decide that Internet Explorer is simply not worth the hassle or risk. In that case, you can install and run an alternative, non-IE browser such as:

Mozilla

Firefox

Opera

All three of these browsers are mature, robust, and fast. Moreover, they have built-in pop-up blockers and several other nice features that Internet Explorer simply lacks. Mozilla and Firefox are free; Opera is available for a small price.

Other Anti-Spyware Tools

There is a wealth of specialized anti-spyware tools on the Net, many free for the taking. For a more complete list of anti-spyware products, see:

Spyware/Adware/Hijackware Tools

Disclaimer: the author of these pages has no financial relationship with any of the companies whose commercial products are discussed on these pages. I am not an employee, affiliate, representative, or agent of any of these companies.

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If Your PC is Infested w/ Spyware...

Getting help online...

If your PC is already infested with spyware and adware, resist the temptation to succumb to impulse buys of spyware products that you see on the Net, esp. those included in the "[rogue/suspect](#)" list on this page or advertised on Google. Instead, you can get help online from a corps of savvy volunteers who specialize in busting spyware.

To get help with a spyware infestation:

1. Clean your PC as best you can

Download and run one (or both) of these free anti-spyware scanners and remove whatever spyware adware it finds.

[Ad-aware Standard Edition](#)

[Spybot Search & Destroy](#)

You should also scan and clean your computer with whatever anti-virus program you happen to have installed on your computer. If you don't have an anti-virus program, you can scan your computer with one of these online anti-virus scanners:

[BitDefender ScanOnline](#)

[Command on Demand](#)

[eTrust AntiVirus Web Scanner](#)

[McAfee FreeScan](#)

[Panda ActiveScan](#)

[RAV AntiVirus Scan Online](#)

[Trend Micro HouseCall](#)

... or download and run one of these free standalone virus removal tools:

[avast! Virus Cleaner](#)

[McAfee AVERT Stinger](#)

[Panda POREmove](#)

2. Visit a spyware removal forum

Once you've cleaned your PC as best you can, visit one of the following spyware removal forums:

[SpywareInfo](#)

[Cexx.org](#)

[ComputerCops](#)

[Net-Integration](#)

[Spyware Warrior](#)

[Tech Support Guy](#)

[TomCoyote](#)

3. Follow the instructions for posting a HijackThis! log

Most of the above forums will request that you post a HijackThis! log. HijackThis! (HJT) is a free program that will scan key system settings on your PC and generate a plain text log that you can copy and paste into a post. The volunteers at the above forums will examine that HJT log and recommend a course of action to fix your PC. HijackThis! can be downloaded from [HERE](#).

Each forum has its own set of instructions and procedures for requesting help and posting a HJT log. Abide by the requirements of the forum you're visiting. Also, do *not* attempt to use HJT on your own to fix problems. Let one of the expert volunteers examine your HJT log and advise you on what to fix.

4. Help the volunteers help you

In order to help you clean your system, the volunteers at these anti-spyware forums need a good set of information for what's going on with your computer. When you're ready to post and request help...

- Start a **new discussion topic/thread**.
- Give your discussion topic/thread a **distinctive title**.
- Describe the **symptoms and problems** you're experiencing.
- Describe **what you've already done** to solve the problem.
- Copy and paste your **HJT log** into your post.

- **Be patient** while waiting for a response.

Note that some of the forums listed above may require you to register for free before posting.

5. Follow removal instructions precisely

Once a volunteer does give you advice for cleaning your PC, follow those instructions precisely and report back what the results are. Also, you may be asked to download and run other specialized anti spyware tools to remove the particular spyware that's on your computer.

The volunteer spyware busters who work these anti-spyware forums do this kind of thing all day long, so you'll be in good hands. At times they can be a bit overwhelmed, so please be patient while waiting for help.

Once your PC has been cleaned, be sure to take steps to prevent it from being overrun with spyware again.

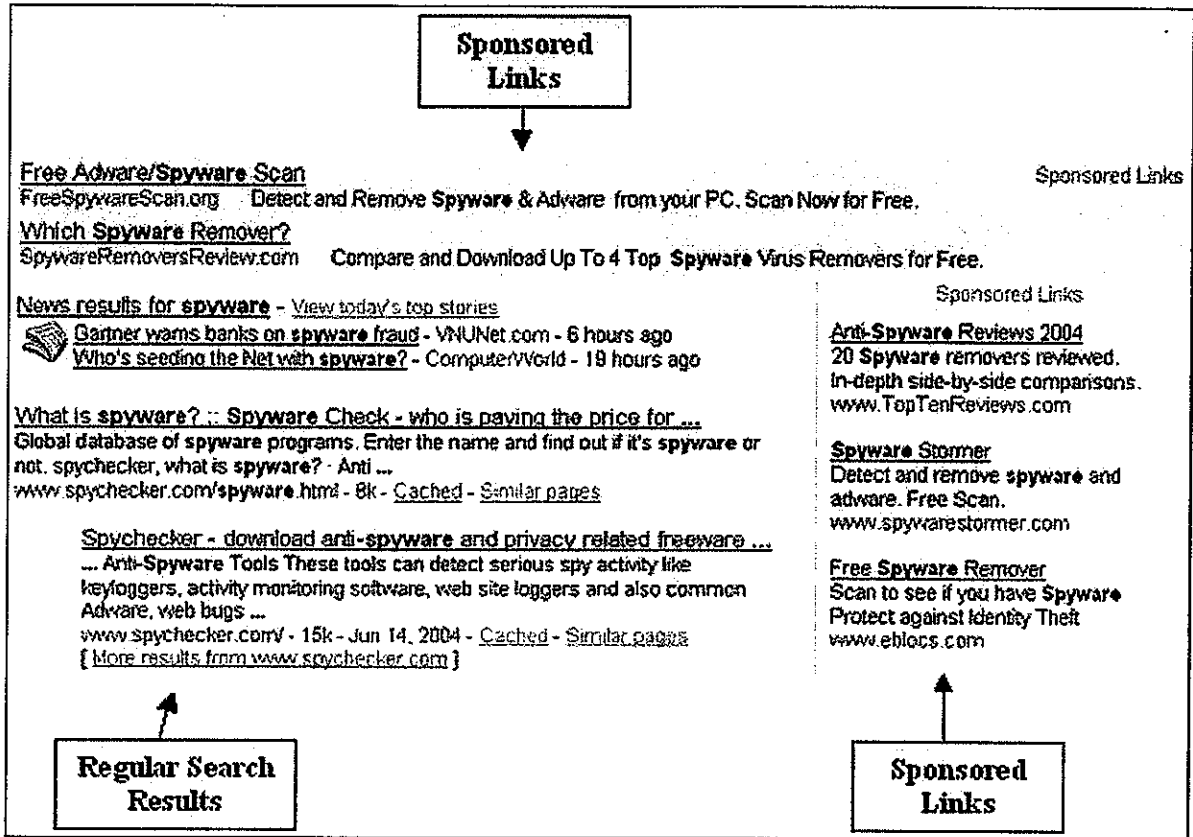
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Google & Anti-Spyware Products

Be wary of paid search results...

Vendors of "rogue/suspect" anti-spyware products advertise heavily via Google's "AdWords" ("Sponsored Links" on Google's own search pages) and "AdSense" (Google-driven advertising delivered to third-party sites).

Users should be aware that a search on the term "spyware" (or any related term) at Google will turn up a variety of anti-spyware products and web sites -- some reliable and trustworthy, some not. The key to distinguishing trustworthy anti-spyware products and sites from non-trustworthy products and sites in Google's search results is learning to distinguish "regular search results" from "paid search results," otherwise known as "Sponsored Links."



Google Search Results for "spyware"

The "regular search results" are those results that are ranked highly and are popular among actual users. For most part, these are trustworthy. "Sponsored Links," by contrast, are paid for by vendors themselves. These search results" are generally not trustworthy and should be avoided.

You may encounter similar Google-driven advertising on other web sites. These advertisements are clearly labeled as originating from Google's AdSense ("Ads by Google"). They usually appear on the top, bottom, or sides of web pages and web sites (see screenshot to the right for an example).

Even on such third-party sites, the advertising for "rogue/suspect" anti-spyware products looks similar to the "Sponsored Links" (see above) and is just as untrustworthy.

As always, users are advised to stick to the "regular search results" on Google's site as well as to those anti-spyware products and web sites that enjoy good reputations among users (see above).

Ads by Google
Kioware Lite Browser Lockdown Tool - run web apps in a secure/kiosk setting www.kioware.com
Homepage Keeps Changing? This means your PC has spyware. Download SpyFerret for a free scan. OnlinePCfix.com
Browser Hijack Remover Remove Hijack Free trial & updates for 1 year! NoSpyWare.info
Free Spyware Removal Remove spyware & adware for free! Protect your privacy now. aff

Google AdSense (3rd-party site)

What's Being Advertised on Google? *

Frequent/Heavy	Infrequent/Light
AdwareSpy NoAdware PAL Spyware Remover SpyBlocs/eBlocs SpywareNuker XoftSpy	ADS Adware Remover NoSpyX SpyBouncer SpyDoctor SpyKiller 2004 SpywareBeGone Spyware COP
<i>* Products advertised via "Sponsored Links" for search term "spyware." Last checked: July, 2004</i>	

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More information...

For additional information on "rogue/suspect" anti-spyware products, see:

[Anti-Spyware Family Resemblances](#)

[Anti-Spyware Orphans & Outcasts](#)

[SpywareInfo.com](#) *(see also [here](#))*

[WildersSecurity.com](#)

[PC Pitstop](#)

[TeMerc Internet Security Site](#)

[Doxdesk.com - Questionable Anti-parasite software](#)

[Tired of Spam - Programs](#)

[Devilin's Fan Club - Failed Anti-Spyware](#)

Several news stories have been written about "rogue" anti-spyware in the past year:

[Spyware cures may cause more harm than good](#)

[Anti-spyware 'deceiving consumers'](#)

[Scare tactics used in adverts to sell anti-spyware software](#)

[No riddle to this case, just outright deception](#)

Spyware no joke, as 2 stories reveal

Web address led readers into a trap

And early in 2004 the Center for Democracy and Technology filed a complaint with the FTC regarding SpyWiper/MailWiper:

[CDT's Complaint with the FTC against Mailwiper and Seismic Entertainment Media](#) (PDF doc)

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Linking to these pages

These pages have been getting a lot of attention since they were first posted on June 26, 2004, and I've had requests from other webmasters to mirror or copy them. Given the sensitive nature of the information contained here, I would prefer that there were only one copy of these pages on the Net for me to worry about.

Thus, I must request that visitors not copy, mirror, or otherwise reproduce these pages -- including the "[Rogue/Suspect Anti-Spyware](#)" page, the "[Anti-Spyware Family Resemblances](#)" page, and the "[Anti-Spyware Orphans & Outcasts](#)" page -- on any other web site in whole or in part. That includes hot-linking to these pages via frames of any type.

You may use these pages as a reference -- *e.g.*, cite or summarize the particular facts, conclusions, observations and judgments offered on these pages. But please do not copy, display, or produce derivative versions of these pages, which are protected by copyright.

If you want to link to these pages, by all means do so. You can even include a short teaser description or summary with your link.

As these pages are updated frequently, I am not responsible for any inaccurate, outdated, obsolete, defamatory, misleading, or otherwise erroneous information that may be contained on unauthorized versions of these pages elsewhere on the Net. The only authorized versions of these pages on the Net are those here at [Spyware Warrior](#).

I appreciate your understanding and cooperation in this matter.

Eric L. Howes
eburger68@myrealbox.com

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Background & Bio

I am a graduate student in the [Graduate School of Library and Information Science](#) (GSLIS) at the [University of Illinois at Urbana-Champaign](#). For the past twelve years I have also taught [business and technical writing](#) at the [University of Illinois](#). This coming year (2004-2005) I will be teaching a course in GSLIS. For the past few

years I have also been teaching at Parkland Community College in Champaign.

Over the past four years I have maintained a personal web site at the University of Illinois to supply internet users with resources to protect their privacy and security on the internet. Among those resources are several utilities and "block lists" that allow users of Microsoft's Internet Explorer web browser to protect themselves against the flood of unwanted software and content pushed on them by aggressive advertising and marketing entities.

In recognition of my work to help internet users protect their privacy and security, Microsoft recently awarded me its MVP (Most Valued Professional) Award (<http://mvp.support.microsoft.com/>).

Questions & Contact

If you have questions or comments about any of the information presented above, please don't hesitate to a

Best regards,

Eric L. Howes
eburger68@myrealbox.com

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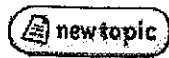




Spyware Warrior Forums
 Help with Spyware, Hijackers & Other Internet Nuisances

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Testing with SpyHunter



[Spyware Warrior Forums Forum Index -> Anti-Spyware and Security Software Discussion](#)

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Author	Message
eburger68 Distinguished Expert	☐ Posted: Sun Aug 22, 2004 1:04 am Post subject: Testing with SpyHunter quote

Joined: 23 Jun 2004
 Posts: 136

Hi All:

I was recently supplied a complimentary license for Enigma's SpyHunter, allowing me to test it more fully than Suzi and I have been able to up until now.

As Suzi noted in a recent blog entry (<http://www.netrn.net/archives2/000639.html>), SpyHunter does seem to recognize a lot of spyware/adware programs. Moreover, our testing has not uncovered the same proclivity for false positives that so many other dodgy anti-spyware applications demonstrate. The big question, of course, was how well SpyHunter would acquit itself at removing spyware and adware.

TEST DESCRIPTION

To put the full version of SpyHunter to the test, I installed the latest version of Grokster, a P2P app notorious for bundling a heavy load of spyware/adware:

<http://www.download.com/3000-2166-10237041.html>

I was not disappointed in the least. The grokstersteup.exe stub downloader installed an impressive array of crapware on my test system:

- * 411Ferret
- * AdRoar
- * Altnet/BDE
- * BroadCastPC (BTV)
- * Claria/Gator/GAIN
- * Cydoor
- * Marketscore/Netsetter
- * MySearch/MyWay

- * Topfivesearch.com (browser hijack)
- * Topsearch (note: not completely installed)
- * VX2/ClientMan
- * WebRebates/TopMoxie
- * WebSearch

After all applications had finished downloading and installing I rebooted to ensure that the installations were in a relatively stable state. I then ran a series of scans with a variety of anti-spyware programs, including SpyHunter. These scans were divided into three rounds:

Round 1 - Before SpyHunter (no removals)

- * HijackThis!
- * Ad-aware SE Personal
- * Spy Sweeper 3.0
- * Spybot S&D 1.3

Round 2 - SpyHunter (scan & remove)

- * SpyHunter

Round 3 - After SpyHunter (scan & remove)

- * HijackThis! (no removals)
- * Ad-aware SE Personal
- * HijackThis! (no removals)
- * Spy Sweeper 3.0
- * HijackThis! (no removals)
- * Spybot S&D 1.3
- * HijackThis! (scan & remove)

In Round 1, I scanned with several standard anti-spyware applications to scout out just what had been installed on the system. Note that I performed no removals in Round 1, letting SpyHunter have the first crack at removing spyware/adware in Round 2.

In Round 2, I ran a complete system scan with SpyHunter and let it remove everything it found (save one minor false positive).

In Round 3, I scanned again with the same anti-spyware applications as in Round 1. This time, however, I let these anti-spyware applications perform removals to clean up items that SpyHunter had left behind.

I should note at this point that I have archived scan logs, screenshots, installed files, and even the spyware/adware installers used in this test.

I should also note that I installed SpyHunter after Round 1 and completely uninstalled it before Round 3 to ensure that none of the other scanners picked up SpyHunter

itself in their scans. The version of SpyHunter installed was 1.5.83 (the latest version available). After installing SpyHunter, I used the program's live update facility to download the latest definitions available (def.dat, 3.13: 8/20/04).

Testing was performed on a P4 1.8 Ghz system w/ 512 mb RAM, Windows 2000 w/ SP4, Internet Explorer 6.0 w/ SP1, and Microsoft Office 2000.

TEST RESULTS

What follows is a summary of SpyHunter's performance in removing the spyware/adware installed by Grokster.

SpyHunter located and completely (or substantially) removed:

- * Claria/Gator/GAIN
- * Topsearch

SpyHunter completely missed and did not remove:

- * 411Ferret
- * AdRoar
- * Cydoor
- * MySearch/MyWay
- * Topfivesearch.com (browser hijack)

SpyHunter's handling of the remaining adware/spyware applications was spotty at best -- and troubling.

- * Altnet/BDE
 - removed most files & Registry keys
 - failed to kill two processes
- * BroadCastPC (BTV)
 - removed a key .exe
 - missed an auto-start entry & two other .exe's
- * Marketscore/Netsetter
 - removed only two Registry keys, incl. an auto-start entry
 - failed to kill a key process; left an .exe & .dll
- * VX2/ClientMan
 - removed an .exe & some Registry keys
 - failed to remove a .dll
 - missed an .exe
- * WebRebates/TopMoxie

- removed one key .exe & an auto-start entry
- missed everything else

* WebSearch

- removed one key .exe & its auto-start entry
- failed to kill the associated process; .exe returned
- missed another .exe & an IE context menu item

In fairness, Ad-aware, Spy Sweeper, and Spybot Search & Destroy all failed to identify and remove 411Ferret. Moreover, MyWay/MySearch is a controversial or debatable application that not all anti-spyware scanners target.

Nonetheless, SpyHunter's performance left much to be desired. One recurring problem was that SpyHunter would attempt to remove and quarantine files, only to be thwarted because it had failed to kill the associated running processes or unload the associated .DLLs from memory. In such cases, the spyware/adware installations remained substantially intact, waiting for the next network connection to update and/or re-download.

Still worse, SpyHunter missed several critical spyware/adware items completely, including the browser home page hijack and search page hijack by Topfivesearch.com.

Needless to say, users who purchased SpyHunter in the hopes that it would remove the spyware/adware bundled with this popular, well-known (and notorious) P2P file sharing application would be sorely disappointed at SpyHunter's poor performance. At the very least they would be forced to seek out other anti-spyware scanners to remove the majority of the spyware/adware left on their systems by SpyHunter, as I was for this test.

It should also be noted that SpyHunter is severely lacking in other areas as well. The application is not very configurable and does not produce a standard plain text scan log (though it does generate a list of items backed up to quarantine). Moreover, the scanning is somewhat slow (though not the slowest I have encountered).

CONCLUSION

All in all, SpyHunter turned in a disappointingly mediocre performance with this load of bundled spyware/adware.

As Suzi noted in her blog entry, Enigma has ended the most objectionable of its online advertising practices and even unloaded all the deceptive "spybot" domains (which were promptly picked up by Paretologic for XoftSpy). Given these changes, I have added the following note to the Rogue/Suspect Anti-Spyware page (see http://www.spywarewarrior.com/rogue_anti-spyware.htm#sh_note):

Quote:

Enigma's SpyHunter anti-spyware application was listed on this page primarily because of the company's history of employing aggressive, deceptive advertising. The company was also known for exploiting the name "spybot" in its domain names and online advertising. These objectionable business practices were employed primarily from late-2002 to mid-2004.

Sometime during summer of 2004 the company halted the most obnoxious and objectionable aspects of its online advertising. It also unloaded all the "spybot" domains (which were promptly picked up by Paretologic for its XoftSpy anti-spyware application).

While there are still unresolved allegations that SpyHunter transmits the Windows Product ID from users' PCs, we can no longer classify this application as "rogue/suspect." Nonetheless, SpyHunter -- at least in its current state -- cannot be recommended because of its mediocre performance as an anti-spyware scanner. Testing indicates that it does not recognize some well-known spyware installations and has difficulty removing critical spyware/adware files even from those it does recognize. Given the many excellent competing anti-spyware applications that are available (some for free), users would do better looking elsewhere for trustworthy anti-spyware protection.

As explained in that note, SpyHunter cannot be recommended as an anti-spyware application, given its poor performance in the testing I have done with it. By the same token, neither can I continue to list SpyHunter as "rogue/suspect," given the changes Enigma has made to its advertising and marketing for SpyHunter.

As always, users are advised to stick to anti-spyware applications with deserved reputations for trustworthy performance:

http://www.spywarewarrior.com/rogue_anti-spyware.htm#trustworthy


Best regards,


Eric L. Howes

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United States District Court

SOUTHERN

DISTRICT OF

NEW YORK

ENIGMA SOFTWARE GROUP,

Plaintiff,

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

NICOLAS STARK and NICOLAS STARK
COMPUTING AB,

Defendants.

TO: (Name and address of defendant)

Nicolas Stark
Brismene Smaskolan
521 93 Falkoping
Sweden

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Davis Wright Tremaine LLP
1633 Broadway, 27th Floor
New York, New York 10019

an answer to the complaint which is herewith served upon you, within 90 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

CLERK

DATE

(BY) DEPUTY CLERK

RETURN OF SERVICE

Service of the Summons and Complaint was made by me ¹	DATE
NAME OF SERVER (PRINT)	TITLE

Check one box below to indicate appropriate method of service

- Served personally upon the defendant. Place where served: _____
- Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person with whom the summons and complaint were left: _____
- Returned unexecuted: _____
- Other (specify): _____

STATEMENT OF SERVICE FEES

TRAVEL	SERVICES	TOTAL

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on _____
Date
Signature of Server

 Address of Server

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

United States District Court

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New York, New York 10019

an answer to the complaint which is herewith served upon you, within 90 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

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