[AMENDED] EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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YEHUDA MICHAELI, on behalf of himself and :
and all others similarly situated   :
                                           :
                           Plaintiff,   :
                                           :
            -v.-   :   05 Civ. 8331 (PKL)
                                           :
EXACT ADVERTISING, LLC,   :
                                           :
                           Defendant.   :
                                           :
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[AMENDED] NOTICE OF PROPOSED SETTLEMENT

TO: **ALL PERSONS OR ENTITIES WHO HAD EXACT ADVERTISING LLC ADVERTISING SOFTWARE DOWNLOADED ONTO THEIR COMPUTERS WHILE RESIDING IN THE UNITED STATES AT ANY TIME AFTER SEPTEMBER 30, 2002 (THE "CLASS")**

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ CAREFULLY

Yehuda Michaeli ("Plaintiff") has filed the above-captioned action (the "Action") against eXact Advertising LLC ("Defendant" or "eXact"), alleging that the Defendant purposely caused its Software[1] to be downloaded onto computers, without the computer user's

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[1] "Software" includes: Bullseye General (filenames: C:\windows\system32\msbe.dll; C:\winnt\system32\apuc.dll; C:\winnt\system32\exdl.exe; C:\winnt\system32\exul.exe; C:\winnt\system32\bbchk.exe); Exact Search Toolbar (filenames: C:\Program File\eXact\eXactToolbar00038.dll; C:\Archivos de programa\eXact\eXactToolbar00038.dll; C:\Program File\eXact\eXactToolbar00038.dll; [HKEY_LOCAL_MACHINE\SOFTWARE\Exact]); Bullseye Network (filenames: C:\Program Files\BullsEye Network\Uninstall.exe; C:\Program Files\BullsEye Network\bin\adv.exe; C:\Program Files\BullsEye Network\bin\adx.exe; C:\Program Files\BullsEye network\bin\bargains.exe); Bargain Buddy (filenames: C:\Program Files\BE Network\bin\context.exe; C:\Program File\Bargain Buddy\bargains.exe; C:\Program File\Bargain Buddy\ad.dat; C:\Program File\Bargain Buddy\ub.dat; [HKEY_LOCAL_MACHINE\SOFTWARE\Bargains]); Cash Back (filenames: C:\Program File\Cash Back\bin\cashback.exe; C:\Program File\CashBack\ad.dat; C:\Program File\CashBack\ub.dat; C:\Program File\CashBack\Uninstall.exe; C:\Program File\CashBack\bin\cb.exe; C:\Program File\CashBack\bin\flash.exe; [HKEY_LOCAL_MASHINE\SOFTWARE\CashBack]); and NLS (filenames: C:\Program File\NLS\nls.exe; C:\Program File\NLS\ad.dat; C:\Program File\NLS\ub.dat; [HKEY_LOCAL_MACHINE\SOFTWARE\NLS]).

eXact represents and warrants that the list above is a full and complete lists of the targeted advertising software files that it has used as its advertising software. Any targeted advertising software that serves

knowledge and consent, bundled with free software programs (including yubilee, fungamedownloads, photogizmo, and exactmatches), and that the Software interfered with the use of, and caused damages to, computers. Defendant eXact denies that it has engaged in any misconduct and denies that it has any liability for any of the legal claims asserted by Plaintiff. The Court has yet to make any findings on the merits of the lawsuit or to determine whether the lawsuit is suitable to proceed as a class action.

Plaintiff has entered into a settlement with Defendant (the "Settlement"), which is set forth in a Stipulation of Settlement and Limited Release ("Stipulation"), to settle the claims asserted in the Action. Plaintiff's counsel (the "Class Counsel") has concluded that the outcome of the controversies existing between the parties cannot be ascertained with certainty, and that it is in the best interests of the Plaintiff and the Class that their claims against Defendant be settled upon the terms in the Stipulation. Class Counsel has determined that it is neither feasible, nor in the interests of the Class as a whole, to attempt to resolve claims for monetary damages on a class-wide basis. Rather, Class Counsel has determined that the Settlement, which accomplishes significant injunctive relief and preserves the right of Class members to assert monetary damage claims on an individual basis is fair, reasonable and adequate and, is, under these circumstances, in the best interests of the Class.

THE PROPOSED SETTLEMENT

Plaintiff and Defendant have agreed to the Settlement described below, which they believe is fair, reasonable and adequate and in the best interests of the Class. Subject to the hearing on final approval, the Court has preliminarily agreed.

Injunctive Relief: Under the Settlement, eXact will be required to conform to the following business practices, among others, concerning its Software:

(1)   eXact will not intentionally collect any personally identifiable information (name, address, phone number, social security number, e-mail address, bank account information, etc.) about computer users, except to the extent that such information is knowingly and voluntarily provided by a computer user in an individual transaction or communication.

(2)   eXact will assure that, prior to the installation of the Software, computer users are (a) provided with eXact's End User License Agreement ("EULA"), and (b) given two choices, of equal prominence within the modal box or landing page, to the effect of:

- **"I have read and accept the agreement"** or

- **"I do not accept the terms of the agreement"**

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pop-up and/or pop-under advertising that eXact or its successors or assigns create in the future, or any that have been inadvertently omitted herein, shall also constitute software, as that term is defined herein.

The "accept" option will not be a default option. If the user selects the "I do not accept" choice, the Software will not be installed.

(3)   In addition to providing computer operators with its EULA prior to the installation of the Software, eXact will also disclose, separate and apart from the EULA, that: (1) users will receive advertisements while online, along with a brief description of the types of ads that will be displayed; (2) eXact will collect information about web sites visited by users; and (3) the Software will be bundled with, and included in their installation of, the ad-supported programs. This disclosure will be independently displayed within the modal box containing the "I have read and accept" and "I do no accept" choices described above. The additional disclosures shall appear above the choices described in subparagraph 2, above, but will end no more than one inch away from those choices.

(4)   eXact, will not install Software via ActiveX installations, or by any other method that does not require users' affirmative consent.

(5)   eXact will not install Software via computer security exploits.

(6)   In eXact's EULA, eXact will disclose the fact that the Software serves pop-up ads based on web sites visited by the user, and that eXact collects non-personally identifiable information, in order to serve those ads. The EULA will explain eXact's use of the non-personally identifiable information. The EULA will also notify users as to how the Software can be uninstalled, and will provide information on how to access eXact's website.

(7)   In any Software distribution contracts executed following the Parties' execution of this Stipulation, eXact will require distributors to abide by the policies represented in this Stipulation. eXact will, in the ordinary course of its business, monitor its distributors. If eXact learns that a distributor is violating the terms of its distribution contract, eXact will take appropriate action based on the circumstances of the violation, potentially including termination of the distributor.

(8)   In any Software distribution contracts executed following the Parties' execution of this Stipulation, distributors will not be permitted to use sub-distributors unless those entities are bound by contract to adhere to the policies represented herein.

(9)   eXact will not distribute the Software via web sites that in eXact's good faith belief are targeted primarily at children. The EULA will include a disclosure that the Software should only be installed by users 18 years of age and older.

(10)   eXact will not use the word "free" in banner advertisements describing the ad-supported programs bundled with the Software unless the advertisements also discloses that such program is ad-supported.

(11)   When the Software displays a pop-up ad, the "X" button on

3

the title bar of the ad window (used to close the ad window) will not appear off-screen, unless this effect is caused by a technical issue without eXact's knowledge or beyond eXact's control.

(12)   All eXact ads will include a "?" button on the title bar, or a text link indicating that further information is available, which displays information about the Software when clicked. This information will include (1) an explanation of why the user is receiving the ad; (2) the identity of the ad-supported program bundled with the Software (when and to the extent this is technically feasible); and (3) an instruction that, if the user so desires, the user can uninstall the Software using the Windows "Add/Remove Programs" function.

(13)   The Software will not display adult content advertisements unless the user is viewing adult websites.

(14)   The Software will be listed in the Windows "Add/Remove Programs" list under the same name eXact used in branding the ad-supported program.

(15)   eXact will not modify security settings on users' computers.

(16)   eXact will not reinstall its Software once a user has uninstalled it through the Windows "Add/Remove Programs" function or other removal method, unless the user later chooses to download and install another ad-supported program bundled with the Software in accordance with the terms herein.

(17)   Upon the user's removal of the Software, eXact will not delete other software on the user's computer other than any ad-supported program bundled with the Software.

(18)   eXact will not materially modify the Software's functionality without providing the user with notice and an opportunity to uninstall the Software.

(19)   eXact will agree to limit its advertisements to a network average of 10 or less per computer per 24-hour period.

(20)   eXact agrees that its removal instructions for the Software shall remain posted in a form substantially similar to that currently found at http://www.exactadvertising.com for a period of at least six months after the Effective Date.

Release: The Class will release, acquit and forever discharge eXact from all claims for injunctive and equitable relief related to the Software. Each Class member will further release any right to assert any claims relating to eXact's use, distribution, installation, advertisements, representations, descriptions and business conduct concerning the Software on a class-wide basis and will be prohibited from doing so. Each Class member will preserve any rights they may possess to pursue individual claims for monetary damages alleged to have been caused by the Software.

4

Attorneys' Fees and Costs: Subject to Court approval, eXact will pay to Class Counsel $300,000 as reimbursement for attorneys' fees and out-of-pocket costs incurred in connection with the Action including the costs of notice.

FAIRNESS HEARING

A hearing will be held on the fairness of the proposed Settlement (the "Fairness Hearing"). At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement, the terms of the Stipulation and the award of attorneys' fees and costs. The Fairness Hearing will take place on March 13, 2008 at 10:00 a.m. before Judge Peter K. Leisure in Courtroom 18B of the United States District Court for the Southern District of New York, United States Courthouse, 500 Pearl Street, New York, New York, 10007.

YOUR OPTIONS

UNLESS YOU OBJECT TO THE SETTLEMENT OR THE AWARD OF ATTORNEYS' FEES AND EXPENSES, YOU NEED NOT DO ANYTHING AT THIS TIME. If you object, you must file your objection in writing with Judge Leisure's clerk (address above), and serve a copy of your objection on the parties' counsel as follows: Ralph M. Stone, Shalov Stone Bonner & Rocco LLP, 485 Seventh Avenue, Suite 1000, New York, NY 10018; Peter A. Lagorio, Law Offices of Peter A. Lagorio, 63 Atlantic Avenue, Boston, MA 02110 (Class Counsel) and David Wertheimer, Hogan & Hartson LLP, 875 Third Avenue, New York, NY 10022 (counsel for eXact). Your objections will be considered at the above-described Fairness Hearing. If you wish to appear at the Fairness Hearing and be heard, you may do so at your own expense.

Your objection must include (i) your name, address and telephone number; (ii) a statement that you are a member of the Class and identification of the Software that was downloaded to your computer; (iii) a statement of your objections to any matters to be presented at the Fairness Hearing and the grounds therefore; and (iv) all documents or writings you desire the Court to consider. Your objection must be received by the Clerk of the Court on or before February 28, 2008. Failure to timely and completely submit objections may result in the waiver of your right to have your objections heard at the Fairness Hearing.

If the Settlement is not approved, the Action will proceed as if no Settlement had been attempted. In that event, eXact will retain the right to oppose class certification and to contest the merits of the claims being asserted against it in the Action. There can be no assurance that, if the Settlement is not approved, the Class will prevail in the Action, will receive the injunctive relief provided for in the Settlement or will obtain any other benefits beyond those provided for in the Settlement.

INQUIRIES

Questions concerning this Notice, the Settlement or the request for reimbursement of attorneys' fee and expenses can be directed to Class Counsel at either www.lawssb.com or www.lagoriolaw.com, or to Ralph M. Stone or Peter A. Lagorio at the above-referenced addresses. A complete copy of the Stipulation and the Exhibits attached thereto can be reviewed by clicking on this link.

PLEASE DO NOT CALL OR WRITE THE CLERK OF THE COURT. THE CLERK OF THE COURT CANNOT ANSWER QUESTIONS CONCERNING THE ACTION OR THE SETTLEMENT.

Dated: _____ 2007   BY ORDER OF THE UNITED STATES
                                       DISTRICT COURT FOR THE SOUTHERN
                                       DISTRICT OF NEW YORK