



Michael A. Rodriguez
Senior Lead Enforcement Counsel
LinkedIn Corporation
222 Second Street
San Francisco, CA 94105

January 27, 2023

Via Email

RE: Demand to Immediately Cease and Desist Violations of LinkedIn's Legal Rights

Dear Mr. Kang,

It has come to the attention of LinkedIn's Enforcement Team that your company, Road to Ramen LLC ("Road to Ramen"), is engaged in multiple violations of the LinkedIn User Agreement. Specifically, the company's Browserflow Chrome extension¹ advertises that it can "scrape LinkedIn people results," and Browserflow's website² claims that the tool can also scrape member profile data, including bulk scraping of members based on where they work.³ The website further advertises that the extension can "scrape emails from comments" posted on LinkedIn and automate responses to connection requests from other LinkedIn members.⁴ In addition, Browserflow's website and Chrome extension use LinkedIn's IN logo, a registered trademark, without permission.

This conduct is prohibited. LinkedIn is committed to keeping its website a safe and trusted platform to facilitate authentic and personal interactions between professionals, and one of LinkedIn's top priorities is protecting its members' choices about their own data and how it's used on our platform. Services like Browserflow that scrape member data and automate account activity on LinkedIn will not be tolerated. LinkedIn's User Agreement⁵ expressly prohibits, among other things, the following:

- Using bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- Copying, using, disclosing or distributing any information obtained from the Services, whether directly or through third parties, without the consent of LinkedIn;
- Developing, supporting, or using software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services; and
- Violating LinkedIn's intellectual property rights.

Road to Ramen's unauthorized activities, as described above, violate these provisions. In addition, LinkedIn members who make use of Browserflow to scrape LinkedIn data or automate LinkedIn activity are also in violation. As the Court in *hiQ Labs, Inc. v. LinkedIn Corp.* found when it granted LinkedIn summary judgment against hiQ, LinkedIn's User Agreement is enforceable, and it

¹ <https://chrome.google.com/webstore/detail/browserflow-web-scraping/hfjnppljknigdnnpocjjgdcfmmnodoafe>

² <https://browserflow.app/>

³ <https://browserflow.app/gallery>

⁴ <https://browserflow.app/gallery>

⁵ <https://www.linkedin.com/legal/user-agreement>

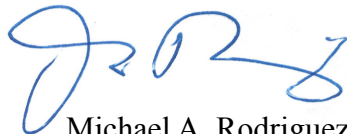
unquestionably bars all forms of scraping, among other things. 17-CV-03301-EMC, 2022 WL 18399982 (N.D. Cal. Nov. 4, 2022). The User Agreement also bars automation and the other forms of abuse identified above.

LinkedIn has earned its members' trust by acting vigilantly to keep their data secure and its website free from inauthentic activity and fake accounts. LinkedIn demands that Road to Ramen immediately:

- Cease and desist developing, offering, or using software or programs with features developed, marketed, or intended for automating activity on LinkedIn's website or app, scraping LinkedIn member data, or otherwise violating the LinkedIn User Agreement;
- Cease and desist marketing or advertising Browserflow as a tool or service to be used in a manner that violates LinkedIn's User Agreement, or promoting Browserflow in any way that represents or suggests functionality or features that can be used to violate LinkedIn's User Agreement;
- Cease and desist violating LinkedIn's intellectual property rights by removing from all Browserflow materials all unauthorized uses of logos likely to cause confusion with LinkedIn's trademark; and
- Affirm in writing that you will not engage in any violations of the LinkedIn User Agreement in the future.

LinkedIn requires that you affirm that you have complied with LinkedIn's requests, listed above, by **February 10, 2023**. This notice is not intended by LinkedIn, and should not be construed by you, as a waiver or relinquishment of any of LinkedIn's rights or remedies, all of which LinkedIn specifically reserves. In the event you do not comply with LinkedIn's requests, LinkedIn will take appropriate action to protect its members and platform.

Sincerely,



Michael A. Rodriguez
Senior Lead Enforcement Counsel
LinkedIn Corporation