

EXHIBIT B
(EarthLink Acceptable Use
Policy)



EarthLink™ Acceptable Use Policy

1. INTRODUCTION

EarthLink's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of EarthLink's Internet services (the "Services")-those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Members")-must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. EarthLink may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your EarthLink account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

2. VIOLATIONS OF EARTHLINK'S ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. **Illegal use.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- b. **Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way.
- c. **Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. **Harassment.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. **Fraudulent activity.** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- f. **Forgery or impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.
- g. **Unsolicited commercial email/Unsolicited bulk email.** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- h. **Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of EarthLink's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- i. **Copyright or trademark infringement.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to,

the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. EarthLink is registered under the Digital Millennium Copyright Act of 1998.

j. Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

k. Reselling the services. Reselling the Services without EarthLink's authorization.

l. Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use EarthLink Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

m. News. EarthLink Members should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup.

EarthLink considers "multiposting" to 10 or more groups within a two week sliding window to be excessive. EarthLink servers currently limit the number of allowable "cross-posts" to 9.

EarthLink Members may not cancel messages other than their own messages. A Member may cancel posts forged in that Member's name. We may cancel any postings which violate this AUP.

n. Long Connections and Multiple Logins. Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Members may stay connected so long as they are actively using that connection for the above purposes. Members may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited. Accordingly, EarthLink maintains the right to terminate any member's connection following any extended period of inactivity as determined by EarthLink.

o. Exceeding Web Site Size and Traffic Limitations: All EarthLink Members receive free webspace for use with their EarthLink Internet access account. Each member's free webspace is allocated a certain amount of traffic per month (traffic is calculated on a formula multiplying the number of hits that your site receives by the size of your files). If a site exceeds its maximum monthly allotment of traffic, the site will become unavailable until the beginning of the next calendar month. A site that exceeds the EarthLink Member's maximum allotment in size will also become unavailable. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools. More information about appropriate use of the free member webspace appears under [Free Webspace Community Guidelines](#).

3. REPORTING VIOLATIONS OF EARTHLINK'S AUP

EarthLink requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department, at: abuse@earthlink.net.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

EarthLink may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Member's newsgroup posting privileges
- suspend the Member's account
- terminate the Member's account
- bill the Member for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

4. REVISIONS TO THIS ACCEPTABLE USE POLICY

EarthLink reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service

Rev. 06/27/2001

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EarthLink Privacy Policy