

ATTACHMENT B

ALLIANCE'S ACCEPTABLE USE POLICY

1. This **Attachment B**, "Alliance's Acceptable Use Policy" sets forth Alliance's policy on the acceptable use by you of the Service(s), which includes e-mail, and other services which may be added from time to time. It is designed to help protect the Service(s), Alliance's customers and the Internet community, from irresponsible or illegal activities.
2. Alliance reserves the right to decline to provide Service(s) to you, or immediately to terminate your Service(s) for material breach, if your use of the Service(s) or your use of a User ID or the User ID of additional users on your account, whether explicitly or implicitly, and in the sole discretion of Alliance in any manner violates the terms of this Acceptable Use Policy.
3. You may not use the Service(s) as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL, DNS address, or IP address of Alliance or any other entity or person, or to attempt to penetrate or penetrate Alliance's security measures of or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (c) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks; (d) to transmit unsolicited voluminous e-mails (for example, spamming) or to intercept, interfere with or redirect e-mail intended for third parties using the Service(s); (e) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (f) to post information on newsgroups which is not in the topic area of the newsgroup; (g) to unlawfully interfere with another person's usage of the Internet or the Service(s); (h) to damage the name or reputation of Alliance, its affiliates and subsidiaries, or any third parties; (i) to transmit confidential or proprietary information, except solely at your own risk; (j) to violate Alliance's or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (k) to use more than one IP address without the knowledge and consent of Alliance; (l) to generate excessive amounts (as determined by Alliance in its sole discretion) of Internet traffic, or to disrupt net user groups or e-mail use by others; (m) to engage in activities designed to or having the effect of degrading or denying Service(s) to Alliance users or others (including activities that compromise a server, router, circuit or software; (n) to use any name or mark of Alliance, its affiliates or subsidiaries, as a hypertext link to any website or in any advertising publicity or other commercial manner; (o) to use your Alliance account for the purpose of operating a server of any type other than with the knowledge and consent of Alliance; (p) to use the Service(s) or the Internet in a manner intended to threaten, harass or intimidate; (q) to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service(s); (r) to use the Service(s) to disrupt the normal flow of online dialogue, (s) to use the Service(s) to violate any operating rule, policy or guideline of any other online services provider or interactive service; (t) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (u) to impersonate any person or using a false name while using the Service(s); (v) to install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or e-mail use by others; (w) to make false or unverified complaints against any Alliance

subscriber, or otherwise abusing any of Alliance complaint response procedures; (x) to use software or any other device that would allow your account to stay logged on while you are not actively using the Service(s); (y) to export software or any information in violation of US export laws; (z) to use the Service(s) in contravention of the limitations of the pricing plan you have chosen; or (aa) to rapidly open and close or create connections for users other than yourself (our subscriber).

4. Copyright Infringement/Repeat Infringer Policy. Alliance respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. You may not store material on, or disseminate material over, Alliance's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of Alliance to terminate, in appropriate circumstances, the Service(s) provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where (i) a subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) where a valid, effective and uncontested notice has been provided to Alliance alleging facts which are a violation by the subscriber or account holder of Alliance's Copyright Policy prohibiting infringing activity involving Alliance systems or servers, or (iii) in other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, Alliance expressly reserves the right to terminate or suspend the service of any subscriber or account holder if Alliance, in its sole judgment, believes that circumstances relating to the infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Alliance may have under law or contract.
5. You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or technical or personal data. You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part your US export privileges. You agree to notify Alliance if you become subject to any such order.
6. You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Service(s) and shall not impersonate any person or use a false name while using the Service(s). You agree to obtain all required permissions if you use the Service(s) to receive, upload, download, display, distribute, or execute Software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with Alliance and provide requested information in connection with all security and use matters. You agree to promptly notify Alliance if you suspect unauthorized use of the Service(s) or of your UserID. You remain liable for unauthorized use until your notification to Alliance. You agree that your name, UserID and other identifying information may be placed in our user directory.

7. Alliance reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong.
8. Alliance reserves the right, but shall be under no obligation, to monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement.