

Acceptable Use Policy

This Acceptable Use Policy ("AUP") is incorporated by reference into the FindLaw Master Services Agreement ("FMSA") and governs Subscribers' use of all products and services (the "Services") provided by or through West Publishing Corporation d/b/a FindLaw ("West"). Capitalized terms used in this AUP shall have the meaning attributed to them in the FMSA.

Services may be suspended or terminated for violation of this AUP, and Subscribers will not receive credit for Service interruptions resulting from AUP violations.

The purpose of this AUP is to enhance the quality of West's Services and to protect Subscribers, and the Internet community as a whole, from illegal, irresponsible, or disruptive Internet activities. West reserves the right to modify this AUP at any time without notice.

Prohibited Uses: General

A Subscriber may not use West's Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network, to breach security or authentication measures or to monitor data or traffic on any network or system without express authorization of the owner of the system or network;
- Interference with West's provision of Services to any other Subscriber, including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using e-mail addresses, screen names, other identifiers or information without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Use of the Services to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the Services for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft's "ad/remove" tool);
- Any conduct that is likely to result in retaliation against West or West's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack.
- Breaching West's security or authentication measures, whether by passive or intrusive techniques, without West's express written consent; or
- Non-compliance with the rules and conventions for postings to any bulletin board, chat group or other forum in which you participate, such as IRC and USENET groups, including rules prohibiting the posting of off-topic commercial messages or mass postings to multiple forums.

Prohibited Use: Copyright Infringement

A Subscriber may not use West's Services to publish, distribute, or otherwise copy in any manner any text, music, software, art, image, or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established United States copyright law to copy the work in that manner.

Prohibited Use: Offensive Content

Subscribers may not publish or transmit via West's network and equipment any content or links to any content that West reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence, or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent, or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking;
- violates search engine webmaster guidelines or contravenes West's search engine optimization best practices in such a manner as to call into question West's search engine optimization practices;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to West; or
- is otherwise malicious, fraudulent, or may result in retaliation against West by offended viewers.

Content "published or transmitted" via West's network or equipment includes Web content, e-mail, bulletin board postings, chat, and any other type of posting or transmission that relies on the Internet.

Bulk or Commercial E-mail

Subscribers must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial e-mail. In addition, bulk and commercial e-mail must meet the following requirements:

- Intended recipients must have given their consent to receive email from Subscriber via some affirmative means, such as an opt-in procedure;
- Procedures for obtaining consent must include reasonable means of ensuring that the person giving consent is the owner of the e-mail address for which consent is given;
- Evidence is retained of each recipient's consent in a form that can be promptly produced on request to recipient or West.
- Procedures are in place to allow a recipient to revoke their consent, such as a link in the body of the e-mail, or instructions to reply with the word "Remove" in the subject line. A Subscriber must honor revocations of consent within a commercially reasonable timeframe and must notify recipients that the revocation of their consent will be implemented within a commercially reasonable timeframe;
- An e-mail address for complaints is posted in a conspicuous place on any Web site associated with the e-mail, the e-mail address must be registered at abuse.net, and Subscriber must promptly respond to messages sent to that address;
- Each domain associated with the mailing must have a Privacy Policy;
- Subscriber must have the means to track anonymous complaints;
- Subscriber may not obscure the source of the e-mail in any manner and the e-mail must include the recipients e-mail address in the body of the message or in the "TO" line of the e-mail; and
- Subscriber must not attempt to send any message to an e-mail address if three consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than fifteen days.

These requirements also apply to distribution lists prepared by third parties to the same extent as if the list were created by Subscriber. Subscribers may not use a third-party e-mail service that does not practice similar procedures for all its customers. West may monitor your compliance with these requirements and may block the transmission of e-mail that violates these provisions.

Other

Subscriber may only use IP addresses assigned by West in connection with their West services.

Subscriber agrees that if the West IP numbers assigned to your account are listed on an abuse database like Spamhaus, you will be in violation of this AUP, and West may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions.

Reporting Violations

West expressly disclaims any obligation to monitor its Subscribers with respect to violations of this AUP. West has no liability for the actions of any of its Subscribers or any content any Subscriber may post on any Web site.

West encourages Subscribers to report violations of this AUP to:

Jon J. Olson
FindLaw Counsel
610 Opperman Drive
Eagan, MN 55123
Telephone: (651) 687-8261
Facsimile: (651) 687-1899
jon.j.olson@thomsonreuters.com

The information to be provided should include the name, address (postal or e-mail) and telephone number of the alleged violator; the conduct which gives rise to the concern; any evidence supporting the conduct; and the date and time of the offense. Any reported copyright violations should comply with the reporting requirements of the Digital Millennium Copyright Act.

Upon receiving reports of violation(s) of this AUP, West will respond to the applicable Subscriber and, in West's sole discretion, may take appropriate action which may include warning the Subscriber, suspending or terminating the Subscriber from the Services, imposing applicable fees on the offending Subscriber's account, removing the offending content, and taking other action in accordance with this AUP, the FMSA or applicable law.

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