

Schedule B
Network & Privacy Policy

1. Gather seeks to protect the privacy of its Members and other users of the Website. The information collected by Gather, and how such information is used and disclosed by Gather is described in, and subject to the terms of, Gather's privacy policy. BY REGISTERING AS A MEMBER OF GATHER OR USING THE PREMISES, THE SERVICES OR THE WEBSITE, THE MEMBER EXPRESSLY CONSENTS TO GATHER'S USE AND DISCLOSURE OF THE MEMBER'S INFORMATION AS DESCRIBED IN THE PRIVACY POLICY. THE MEMBER FURTHER ACKNOWLEDGES AND AGREES THAT GATHER CANNOT GUARANTEE THAT OTHER PERSONS, INCLUDING OTHER MEMBERS OF GATHER USING THE SERVICES, WILL NOT BE ABLE TO ACCESS OR USE ITS INFORMATION. THE MEMBER'S USE OF THE SERVICES IS AT ITS SOLE RISK.

2. In connection with the Member's use of the Services, if the Member gains access to information that is owned by, created by, developed by, or otherwise proprietary to, Gather or its affiliates ("Confidential Information"), the Member shall hold all Confidential Information in strictest confidence and shall not disclose, use, or publish any Confidential Information. The Member agrees to safeguard all materials containing or incorporating any Confidential Information, whether written or otherwise, and agree not to copy, duplicate, display or distribute such materials. The Member acknowledges and agrees that it will not knowingly attempt to access any Confidential Information or any confidential or private personal or business information relating to any other member of Gather who uses the Services.

3. The Member shall not use any of the Membership benefits, equipment or Gather Network:
 - a. In any manner that (a) damages, disables, overburdens, impairs, or should reasonably be expected to damage, disable, overburden, or impair, any Gather network, network infrastructure, any network(s) connected to any Gather network or computers, and/or any equipment or property of Gather; and/or (b) unreasonably interferes with any other Members' use and enjoyment of any Membership Benefits.
 - b. To gain, or attempt to gain, unauthorized access to the use of any Membership Benefits (including any computer or telecommunication Membership Benefits) except in the manner and by the means expressly authorized by Gather.
 - c. To access, or attempt to access, any account, computer, computer systems, software or networks of Gather or any other Member of Gather through hacking, password mining or any other unlawful or unauthorized means.
 - d. For, or in connection with, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise), or to commit any act in violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM).

- e. In any manner to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of any other person or entity.
- f. To publish, post, upload, distribute or disseminate any inappropriate, offensive, profane, defamatory, obscene, indecent, violent, or unlawful materials or information.
- g. To upload, post, download, distribute, access, make available, or use any files, software or materials that are owned by third parties or otherwise protected by intellectual property laws, including without limitation, copyrighted materials (such as music files) and materials protected by trademark, patent or trade secret laws, unless the Member owns or controls the rights thereto or have received all necessary consent to take the actions undertaken by the Member with respect thereto.
- h. To upload, post, download, distribute, access, make available, or use any files, software or materials that contain viruses, or any other similar software or programs that may erase or alter data, or otherwise damage the business interests of others.
- i. To harvest, disseminate or collect information about any other person (including any other Member), including email addresses, without the authorization or consent of such person.
- j. To create a false identity or otherwise for the purpose of deceiving or misleading others.
- k. In any manner that violates the proprietary, contractual or intellectual property (including patent, copyright, trademark or trade secret) of Gather or any other person or entity.