UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

LINDA EAGLE, **Plaintiff,** **v.** **SANDI MORGAN, HAITHAM SAEAD, JOSEPH MELLACI, ELIZABETH SWEENEY, LISA ARNSPERGER, QAMAR ZAMAN, and EDCOMM, INC.,** **Defendants.**	**Civil Action No. _____**

COMPLAINT

Plaintiff Linda Eagle brings this civil action against Defendants Sandi Morgan, Haitham Saead, Joseph Mellaci, Elizabeth Sweeney, Lisa Arnsperger, Qamar Zaman, and Edcomm, Inc. ("Edcomm") seeking a temporary restraining order, preliminary and permanent injunctive relief, and damages, and in support thereof alleges as follows:

PARTIES

1. Plaintiff Dr. Linda Eagle is an individual domiciled in Boca Raton, Florida.

2. Defendant Edcomm is a corporation organized under the laws of New York with its principal place of business in Fort Washington, Pennsylvania. Edcomm contends that its shares are 100 percent owned by Sawabeh Information Services Company ("SISCOM") or it is otherwise affiliated with SISCOM, a company that is, upon information and belief, organized under the laws of Saudi Arabia and regularly does business in Pennsylvania. At all times relevant hereto, Edcomm used the brand name "Banker's Academy."

3. Defendant Sandi Morgan is an individual who, upon information and belief, resides in Bala Cynwyd, Pennsylvania. At all times relevant hereto, Ms. Morgan has been an employee of Edcomm.

4. Defendant Haitham Saead is, upon information and belief, a citizen of Saudi Arabia or Jordan who presently resides in or around Willow Grove, Pennsylvania. Upon information and belief, since approximately March 2011 Mr. Saead has been the Managing Director of Edcomm and has primarily worked in Fort Washington, Pennsylvania. Upon information and belief, he is an officer and employee of SISCOM or its parent corporation.

5. Defendant Joseph Mellaci is an individual who, upon information and belief, resides in the State of Connecticut. At all times relevant hereto, Mr. Mellaci has been an employee of Edcomm and has worked at its offices in Fort Washington, Pennsylvania.

6. Defendant Elizabeth Sweeney is an individual residing in or near Fort Washington, Pennsylvania. At all times relevant hereto, Ms. Sweeney has been an employee of Edcomm in Fort Washington, Pennsylvania.

7. Defendant Lisa Arnsperger is an individual residing in or near Fort Washington, Pennsylvania. At all times relevant hereto, Ms. Arnsperger has been an employee of Edcomm in Fort Washington, Pennsylvania.

8. Defendant Qamar Zaman is an individual who, upon information and belief, is a citizen of Canada and currently resides in or around Fort Washington, Pennsylvania. At all times relevant hereto, Mr. Zaman has been an employee of Edcomm and/or SISCOM and has worked in Edcomm's office in Fort Washington, Pennsylvania.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1367, because Dr. Eagle has asserted claims arising under the Federal Computer

Fraud and Abuse Act, 18 U.S.C. § 1030(g) ("CFAA"), and Section 43(a) of the Lanham Act, 15 U.S.C.A. § 1125(a)(1)(A).

10. Venue is appropriate in this judicial district because the events giving rise to Dr. Eagle's claims occurred at the Edcomm office in Fort Washington, Montgomery County, Pennsylvania, in this district. *See* 28 U.S.C. § 1391(b).

FACTS COMMON TO ALL COUNTS

11. Dr. Eagle holds a Ph.D. in communication and psychology and has extensive experience in the fields of financial services and training. As a result of her knowledge and experience, Dr. Eagle has developed a world-wide reputation as a leader in the field of financial education.

12. In or about 1987, Dr. Eagle and non-party Clifford Brody founded Edcomm; they were later joined as co-owners by David Shapp. In recent years, Dr. Eagle was President of Edcomm, Mr. Brody was CEO of Edcomm, and Mr. Shapp was Senior Vice President and Treasurer of Edcomm.

13. Dr. Eagle is perhaps the most prominent woman in the field of banking training in the world. In the field, her name has become associated with financial education through her networking, cultivation of relationships with thousands of individuals and organizations, and similar efforts to develop the commercial value of her name. Simply by way of example, Dr. Eagle was invited by the Saudi Arabian Monetary Authority to address an audience of at least 300 bankers on the topic of creating a culture of compliance. Dr. Eagle was the first woman to address this historically all-male conference.

14. Dr. Eagle has invested time, effort, and money in developing her reputation in the financial education industry by, among other things, speaking at conferences, publishing in journals, magazines and newspapers, traveling around the world to meet banking leaders.

15. LinkedIn "operates the world's largest professional network on the Internet with more than 100 million members in over 200 countries and territories." *See* Ex. A (LinkedIn "About Us").

16. In or about 2008, Dr. Eagle established a LinkedIn account. Dr. Eagle used LinkedIn not only for purposes of promoting Edcomm's banking education services, but also to foster her reputation as a businesswoman; to reconnect with family, former friends, and colleagues; and to build social and professional relationships.

17. Defendant Elizabeth Sweeney assisted Dr. Eagle in maintaining her LinkedIn account and had Dr. Eagle's password.

18. Mr. Brody also established a LinkedIn account, as did other Edcomm employees.

19. Edcomm consistently recognized that LinkedIn accounts of Edcomm employees were the employees' personal property, and Edcomm did not assert ownership or property rights over LinkedIn accounts of employees when they departed.

20. When an individual creates a LinkedIn account, he or she must agree to the terms in LinkedIn's user agreement, "a legally binding agreement with LinkedIn Corporation." Ex. B, ¶ 1.B (LinkedIn User Agreement).

21. The agreement explains the mission of LinkedIn:

> The mission of LinkedIn is to connect the world's professionals to enable them to be more production and successful. To achieve our Mission, we make services available through our website, mobile applications, and developer platform, to help you, your connections, and millions of other professionals meet, exchange ideas, learn, make deals, find opportunities or employees, work, and make decisions in a network of trusted relationships and groups.

Id. ¶ 1.A (User Agreement).

22. Other LinkedIn users with whom a particular user has connected are referred to as that user's "connections." *See* Ex. C (LinkedIn "Definition of a Contact").

23. LinkedIn users can "recommend" their connections, providing a comment on the recommended user's page to "advocate" that user, "[b]uild[] reputation," and "strengthen . . . relationships. *See* Ex. D (LinkedIn "Definition of a Recommendation").

24. A user's profile also contains sections for associations, honors, and awards.

25. Information provided to LinkedIn is owned by the LinkedIn user, subject to the other terms of the User Agreement. *See* Ex. B, ¶ 2.B (LinkedIn User Agreement). Therefore, Dr. Eagle, and no one else, owns her LinkedIn account and has the right to use it.

26. LinkedIn users are permitted to "only maintain one LinkedIn account at any given time." *Id.* ¶ 2.C.

27. On October 7, 2010, SISCOM, Edcomm, Dr. Eagle, Mr. Brody, and Mr. Shapp entered into a Term Sheet. SISCOM and Edcomm contend that SISCOM thereby purchased all of the outstanding common shares of Edcomm. While the legal effect of the Term Sheet is now disputed, there is no dispute that Dr. Eagle, Mr. Brody, and Mr. Shapp remained Edcomm executives and continued in its employ.

28. On June 20, 2011, Dr. Eagle, Mr. Brody, and Mr. Shapp were involuntarily terminated from their employment with Edcomm by Mr. Saead.

29. Right before this meeting, Mr. Brody became suspicious when he got a LinkedIn message that his password was incorrect; he changed his password. Immediately after he was terminated, he changed his employment status on LinkedIn to show that he was no longer employed by Edcomm.

30. Dr. Eagle did not make any changes to her LinkedIn account at that time.

31. Later in the day on June 20, Dr. Eagle tried to access her LinkedIn account using her password, but could not.

32. On June 21, 2011, Edcomm publicly announced that Ms. Morgan had been appointed Interim Chief Executive Officer (CEO) of Edcomm. *See* Ex. E.

33. On the same date, Edcomm publicly announced that Mr. Mellaci had been named Vice President of Global Markets *See id.*

34. On the same date, Edcomm publicly announced that Mr. Zaman had been named Financial Controller. *See id.*

35. On June 20 or 21, at the Edcomm offices in Fort Washington, Montgomery County, defendants Morgan, Saead, Sweeney, Arnsperger, Mellaci, and Zaman, in conspiracy with one another, set about to access and hijack the LinkedIn accounts of Dr. Eagle and Mr. Brody.

36. Ms. Sweeney knew Dr. Eagle's LinkedIn password, because Dr. Eagle had previously asked Ms. Sweeney to review and revise portions of her profile having to do with Edcomm.

37. Upon information and belief, Ms. Sweeney provided Dr. Eagle's password to Mr. Saead and/or Ms. Arnsperger after Dr. Eagle had been terminated from her employment with Edcomm, at a time when Ms. Sweeney knew or should have know that her authorization to access Dr. Eagle's LinkedIn account had been revoked.

38. Mr. Saead, Ms. Sweeney, and Ms. Arnsperger then used Dr. Eagle's password, without Dr. Eagle's authorization, to access Dr. Eagle's LinkedIn account.

39. Having accessed Dr. Eagle's account, one or more of them changed the password to Dr. Eagle's LinkedIn account so that Dr. Eagle could no longer access her account.

40. They then, in consultation with each other and with Mr. Zaman, changed Dr. Eagle's account profile to display Ms. Morgan's name and photograph.

41. Defendants thereby misappropriated Dr. Eagle's LinkedIn profile and account information, including her honors and awards, her recommendations, and her connections.

42. On the same date, Defendants also tried to hijack Mr. Brody's LinkedIn account.

43. Ms. Sweeney told Mr. Mellaci, Mr. Saead, and Ms. Morgan that she and Ms. Arnsperger had sent an email to LinkedIn stating -- falsely -- that Mr. Brody's LinkedIn account had been hacked.

44. Mr. Mellaci then spoke on the telephone to a LinkedIn representative, impersonating Mr. Brody, in an attempt to obtain Mr. Brody's LinkedIn password; however, he was unsuccessful.

45. On information and belief, Ms. Morgan knew of, approved and/or authorized the actions described in paragraphs 35-44, and she has further joined in the conspiracy by using Dr. Eagle's LinkedIn account.

46. The actions described above were taken by Morgan, Saead, Mellaci, Sweeney, Arnsperger, and Zaman in the Fort Washington office of Edcomm, within the scope of their employment at Edcomm, and for and on behalf of Edcomm.

47. As a result of the unauthorized access and misappropriation of Dr. Eagle's LinkedIn account, individuals searching for Dr. Eagle are routed to a LinkedIn page featuring Ms. Morgan's name and photograph, but Dr. Eagle's honors and awards, recommendations and connections. *See* Ex. F.

48. By way of example, the page contained the following text in the "Recommendations" section:

> Dr. Linda is my business partner and one of my oldest friends. We worked together first at Arthur Andersen & Co. where we spearheaded the creation of their Education practice, then at Sandy corporation where we launched their New York office and Financial Services Practice, before we founded The Edcomm Group Banker's Academy. . . . As thousands of clients we serve and the hundreds of thousands of individuals who have heard Linda's lectures can tell you -- Linda is the best!

Ex. F.

49. Individuals searching for Dr. Eagle continue to be routed to a LinkedIn page featuring Ms. Morgan's name and photograph, but Dr. Eagle's honors and awards and connections.

50. When an individual types "Linda Eagle" into the Google search engine, the third result is for "Dr. Linda Eagle | LinkedIn." *See* Ex. G.

51. When the individual clicks on that link, the individual is taken to a LinkedIn page with Ms. Morgan's name and photograph, but with Dr. Eagle's honors and awards and connections. *See* Ex. H.

52. By way of example, the page contains the following text under the heading "Honors and Awards":

> I have served in an advisory capacity to numerous organizations, including several local colleges with outreach programs directed at developing business training programs to prepare young adults for careers in banking. I have also served on the Board of Ethics in Business for the Temple University Law School and Business School, and have held numerous offices and board positions in professional associations and business organizations such as Bankers Online, ACAMS, Marcus Evans and Global Leaders.

53. These honors were received by Dr. Eagle, not by Ms. Morgan. By way of example, the Board of Ethics position at Temple University was awarded to Dr. Eagle following a presentation she made to a meeting of the American Bar Association in Seattle, Washington.

Ms. Morgan was not involved with, present at, or employed by Edcomm at the time of that meeting or Dr. Eagle's service on the Board of Ethics.

54. Upon information and belief, Defendants are using Dr. Eagle's account both to prevent her connections from reaching her, and to acquire business connections for the benefit of Ms. Morgan and Edcomm.

55. Upon information and belief, Defendants are using Dr. Eagle's account and the connections that Defendants make there to falsely represent that Dr. Eagle voluntarily resigned from Edcomm. These and other false and disparaging statements that Defendants are making harm Dr. Eagle's professional and personal reputation, which is built in significant part on trust.

56. As a result of the hijacking of her LinkedIn page, Dr. Eagle has spent time and money in an effort to have the misappropriated account returned to her.

57. In addition, the misappropriation of Dr. Eagle's LinkedIn page has caused the loss of the value of her LinkedIn account; confusion among her connections and potential connections; damage to her reputation; diminution of the fair market value of Dr. Eagle's name; and the loss of good will associated with her name.

58. On June 22, 2011, counsel for Dr. Eagle, Mr. Brody, and Mr. Shapp wrote to counsel for Edcomm in an effort to resolve the issue amicably, saying:

> I understand that one or more persons affiliated with Edcomm or SISCOM has changed Dr. Eagle's LinkedIn password and account profile without her authorization and has further misappropriated Dr. Eagle's professional and personal information, including references and awards given to her, . . . as well as her contacts, and is falsely attributing them to Sandi Morgan. These actions are harmful to Dr. Eagle and have serious legal implications. *We demand that Edcomm immediately remove Sandi Morgan from Dr. Eagle's LinkedIn page and release her LinkedIn account to her with her password reset as it was before termination or with full information about her password, and with information about any additional changes that have been made.*

(Emphasis added.)

59. Notwithstanding the June 22 letter, Defendants have refused to return Dr. Eagle's LinkedIn account to her.

60. In stealing Dr. Eagle's LinkedIn account, falsely attributing it to Ms. Morgan, and failing to release it to Dr. Eagle, Defendants have acted intentionally, outrageously, contrary to professional standards, and with obvious disregard and/or reckless indifference to the rights of Dr. Eagle.

CAUSES OF ACTION

COUNT I
(VIOLATION OF CFAA, 18 U.S.C. § 1030(A)(2)(C))

61. Each of the preceding paragraphs is incorporated herein by reference.

62. 18 U.S.C. § 1030(a)(2)(C) prohibits, in relevant part:

> intentionally accesses[ing] a computer without authorization or exceed[ing] authorized access, and thereby obtain[ing] . . . information from any protected computer . . . .

63. Defendants have intentionally and repeatedly accessed Dr. Eagle's LinkedIn account, which is hosted, on information and belief, on LinkedIn's "data storage facility or communications facility directly related to or operating in conjunction with" a computer as defined in 47 U.S.C. § 1030(e)(1).

64. Since June 20, 2011, Defendants have accessed and continue to Dr. Eagle's LinkedIn account without authorization from Dr. Eagle or her authorized representative.

65. Defendants are accessing Dr. Eagle's LinkedIn account for the purpose of misappropriating Dr. Eagle's LinkedIn account and the information contained there, to use that account and information for their own benefit and to prevent Dr. Eagle from accessing or using the account and information

66. Through their unauthorized access and misappropriation of Dr. Eagle's LinkedIn account, Defendants obtained information -- and sole control over that information -- from LinkedIn's servers, namely, the information on Dr. Eagle's LinkedIn profile.

67. According to LinkedIn, "[m]ore than half of LinkedIn members are currently located outside of the United States." Ex. A (About Us).

68. Therefore, the servers from which Defendants obtained the information are "protected computers" within the meaning of 47 U.S.C. § 1030(e)(2), in that they are "used in or affect[] interstate or foreign commerce or communication."

69. As a result of Defendants' unauthorized access and misappropriation of Dr. Eagle's LinkedIn account and Defendants' having obtained information -- and sole control over that information -- from Dr. Eagle's LinkedIn account, Dr. Eagle has suffered loss, including but not limited to the cost of responding to Defendants' unauthorized access of her LinkedIn account and the cost of seeking to have the misappropriated account returned to her, as well as damage to her reputation, aggregating at least $5,000.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's LinkedIn account, compensatory damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT II
(VIOLATION OF CFAA, 18 U.S.C. § 1030(A)(5)(C))

70. Each of the preceding paragraphs is incorporated herein by reference.

71. 18 U.S.C. § 1030(a)(5)(C) prohibits, in relevant part:

> intentionally access[ing] a protected computer without authorization, and as a result of such conduct, caus[ing] damage and loss. . . .

72. Defendants intentionally accessed Dr. Eagle's LinkedIn account, which is hosted on LinkedIn's "data storage facility or communications facility directly related to or operating in conjunction with" a computer as defined in 47 U.S.C. § 1030(e)(1), without authorization for the purpose of misappropriating Dr. Eagle's LinkedIn account.

73. As a result of Defendants' unauthorized access and misappropriation of Dr. Eagle's LinkedIn account, the integrity of Dr. Eagle's LinkedIn account has been impaired and the LinkedIn system and information have become unavailable to Dr. Eagle.

74. As a result of Defendants' unauthorized access and misappropriation of Dr. Eagle's LinkedIn account, Dr. Eagle has suffered loss, including but not limited to the cost of responding to Defendants' unauthorized access of her LinkedIn account, as well as damage to her reputation, aggregating at least $5,000.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's LinkedIn account, actual damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT III
(VIOLATION OF SECTION 43(A) OF THE LANHAM ACT, 15 U.S.C. § 1125(A)(1)(A))

75. Each of the preceding paragraphs is incorporated herein by reference.

76. 15 U.S.C. § 1125(a)(1)(A) provides, in pertinent part:

> Any person who, on or in connection with any goods or services, or any container for goods, uses in commerce any word, term, name, symbol, or device, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which . . . is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person . . .

> shall be liable in a civil action by any person who believes that he or she is or is likely to be damaged by such act.

77. In connection with Edcomm's services, Defendants have used and continue to use Dr. Eagle's name and LinkedIn account without Dr. Eagle's permission in a manner that is likely to cause confusion, cause mistake, or deceive members of the industry and potential customers as to the affiliation, connection, or association of Dr. Eagle with Ms. Morgan and/or Edcomm and/or to suggest, imply, and/or represent approval of Edcomm's services, and/or to cause confusion, mistake, or deception as to the sponsorship or approval of Ms. Morgan and Edcomm by Dr. Eagle.

78. Defendants intentionally, deliberately, and willfully used Dr. Eagle's name and LinkedIn account, without consent or permission from Dr. Eagle or her authorized representative.

79. Dr. Eagle has a reasonable interest to be protected by 15 U.S.C. § 1125 -- namely, her name and her reputation in the field of financial and professional education associated with her name -- and that interest sustained a direct injury as a consequence of Defendants' misappropriation of Dr. Eagle's name and LinkedIn account.

80. Defendants have derived and continue to derive pecuniary and financial advantage or benefit from the unauthorized use of Dr. Eagle's name and LinkedIn account information.

81. As a result of Defendants' unauthorized use of Dr. Eagle's name and LinkedIn account, Plaintiff has sustained loss or injury, including, but not limited to, depreciation of the value of her name in connection with future commercial profits.

82. Dr. Eagle thus seeks damages for all injuries, damages and losses resulting from Defendants' misappropriation of her name, including, but not limited to, damages for the

diminution of the fair market value of her name, damages for the loss of good will associated with her name, and damages for the value that use of her name brought to Defendants' promotion of Edcomm; these damages include the amount which Dr. Eagle's name was deemed to have been worth to Defendant and the diminution of value of Dr. Eagle's name in connection with her future commercial pursuits.

83. Dr. Eagle also seeks injunctive relief pursuant to 15 U.S.C. § 1116, in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's name and LinkedIn account.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's LinkedIn account, compensatory damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT IV
(UNAUTHORIZED USE OF NAME IN VIOLATION OF 42 PA. CONS. STAT. § 8316)

84. Each of the preceding paragraphs is incorporated herein by reference.

85. 42 Pa. Cons. Stat. § 8316 provides, in pertinent part:

> Any natural person whose name or likeness has commercial value and is used for any commercial or advertising purpose without the written consent of such natural person . . . may bring an action to enjoin such unauthorized use and to recover damages for any loss or injury sustained by such use.

86. Dr. Eagle's name has commercial value as a result of her networking and cultivation of contacts, in part through LinkedIn, and her prestige in and association with the field of education.

87. Defendants have derived and continue to derive advantage and/or benefit from the unauthorized use of Dr. Eagle's name.

88. Defendants unlawfully used and misappropriated Dr. Eagle's name, without her or her authorized representative's consent, for purposes of promoting Edcomm.

89. Defendants intend to realize, intended to realize, or realized financial benefit by their unauthorized use of Dr. Eagle's name and LinkedIn account.

90. As a result of Defendants' unauthorized use of Dr. Eagle's name and LinkedIn account, Dr. Eagle has sustained loss or injury, including, but not limited to, depreciation of the value of her name in connection with her future commercial profits in the education industry.

91. Additionally, Defendants have actual knowledge that they are using Dr. Eagle's name without any right, license or permission in connection with Edcomm's presence and promotion on LinkedIn. Accordingly, Defendants knowingly misappropriated Dr. Eagle's name and LinkedIn account.

92. Dr. Eagle thus seeks damages for all injuries, damages and losses resulting from Defendants' misappropriation of her name, including, but not limited to, damages for the diminution of the fair market value of her name, damages for the loss of good will associated with her name, and damages for the value that use of her name brought to Defendants' promotion of Edcomm; these damages include the amount which Dr. Eagle's name was deemed to have been worth to Defendant and the diminution of value of Dr. Eagle's name in connection with her future commercial pursuits.

93. Dr. Eagle also seeks injunctive relief in the form of an order requiring Defendants to cease and desist from using Dr. Eagle's name and LinkedIn account.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and

desist from using Dr. Eagle's LinkedIn account, compensatory damages, punitive damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT V
(INVASION OF PRIVACY BY MISAPPROPRIATION OF IDENTITY)

94. Each of the preceding paragraphs is incorporated herein by reference.

95. Defendants appropriated to their use and benefit Dr. Eagle's name and LinkedIn account without Dr. Eagle's consent or permission from her authorized representative.

96. Defendants deliberately used Dr. Eagle's name and LinkedIn account in order to promote Edcomm, and accordingly for their own financial interest, knowing that they did not have permission or consent to do so.

97. Defendants misappropriated Dr. Eagle's name and LinkedIn account information for the value associated with it and not in an incidental manner or for a newsworthy purpose.

98. Defendants derived financial advantage or benefit from the unauthorized use of Dr. Eagle's name and the misappropriation of her LinkedIn account.

99. Dr. Eagle thus seeks damages for all injuries, damages and losses resulting from Defendants' misappropriation of her name, including, but not limited to, damages for the diminution of the fair market value of her name, damages for the loss of good will associated with her name, and damages for the value that use of her name brought to Defendants' promotion of Edcomm; these damages include the amount which Dr. Eagle's name was deemed to have been worth to Defendant and the diminution of value of Dr. Eagle's name in connection with her future commercial pursuits.

100. Plaintiff also seeks injunctive relief in the form of an order requiring Defendants to cease and desist from using Dr. Eagle's name and LinkedIn account.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's LinkedIn account, actual damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT VI
(MISAPPROPRIATION OF PUBLICITY)

101. Each of the preceding paragraphs is incorporated herein by reference.

102. Defendants are misappropriating the commercial value of Dr. Eagle's identity by stealing her LinkedIn account and by using her name and LinkedIn profile without her consent.

103. The use of Dr. Eagle's name and LinkedIn account is solely designed for the commercial advantage of Edcomm.

104. The use of Dr. Eagle's name and LinkedIn account is designed to suggest that Dr. Eagle remains related to, connected with, or identified with those services.

105. The misappropriation of Dr. Eagle's name and LinkedIn account caused Dr. Eagle to suffer damages.

106. Those damages include, but are not limited to, the costs she expended in attempting to recover her LinkedIn account, damages for the diminution of the fair market value of her name, damages for the loss of good will associated with her name, and damages for the value that use of her name brought to Defendants' promotion of Edcomm; these damages include the amount which Dr. Eagle's name was deemed to have been worth to Defendant and the diminution of value of Dr. Eagle's name in connection with her future commercial pursuits.

107. Plaintiff also seeks injunctive relief in the form of an order requiring Defendants to cease and desist from using Dr. Eagle's name and LinkedIn account.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's LinkedIn account, actual damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT VII
(IDENTITY THEFT, 42 PA. CONS. STAT. § 8315)

108. Each of the preceding paragraphs is incorporated herein by reference.

109. 42 Pa. Cons. Stat. § 8315 provides, in relevant part:

> In a civil action based on identity theft as defined in 18 Pa.C.S. § 4120 (relating to identity theft), a court of competent jurisdiction may award damages . . .

110. 18 Pa. Cons. Stat. § 4120 provides, in turn:

> A person commits the offense of identity theft of another person if he possesses or uses, through any means, identifying information of another person without the consent of that other person to further any unlawful purpose.

111. As described above, Defendants have misappropriated Dr. Eagle's name and LinkedIn account and are using identifying information about Dr. Eagle, including her name, her honors and awards, her recommendations, and her connections, on LinkedIn.

112. Defendants misappropriated and are using Dr. Eagle's LinkedIn account and the information therein without Dr. Eagle's consent or permission from her authorized representative.

113. Defendants are using Dr. Eagle's LinkedIn account and the information therein for the unlawful purposes set out above, including the misappropriation of Dr. Eagle's LinkedIn account.

114. The theft of Dr. Eagle's identity on LinkedIn has caused Dr. Eagle damages in an amount greater than $500, including loss of money, damage to her reputation, and damage to her property.

115. Those damages include, but are not limited to, the costs she expended in attempting to recover her LinkedIn account, damages for the diminution of the fair market value of her name, damages for the loss of good will associated with her name, and damages for the value that use of her name brought to Defendants' promotion of Edcomm; these damages include the amount which Dr. Eagle's name was deemed to have been worth to Defendant and the diminution of value of Dr. Eagle's name in connection with her future commercial pursuits.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's LinkedIn account, compensatory damages, trebled damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT VIII
(CONVERSION)

116. Each of the preceding paragraphs is incorporated herein by reference.

117. Pursuant to the LinkedIn user agreement, a binding contract between Dr. Eagle and LinkedIn, Dr. Eagle owns the information she provided to LinkedIn, which constitutes her LinkedIn profile.

118. Also pursuant to the LinkedIn user agreement, Dr. Eagle may maintain only one LinkedIn account at any given time.

119. By stealing Dr. Engle's LinkedIn account, Defendants have deprived Dr. Eagle of her right in, or use or possession of, not only her LinkedIn account, but any LinkedIn account.

120. Defendants appropriated and are using Dr. Eagle's LinkedIn account without Dr. Eagle's consent or permission from her authorized representative.

121. In appropriating and using Dr. Eagle's LinkedIn account, Defendants acted without privilege, justification, or excuse.

122. As a result, Dr. Eagle has suffered damages including but not limited to damages in the amount of the fair market value of her LinkedIn account, damages for the diminution of the fair market value of her name, damages for the loss of good will associated with her name, and damages for the value that use of her name brought to Defendants' promotion of Edcomm; these damages include the amount which Dr. Eagle's name was deemed to have been worth to Defendant and the diminution of value of Dr. Eagle's name in connection with her future commercial pursuits.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, return of the property converted, namely, her LinkedIn account, compensatory damages, punitive damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT IX
(TORTIOUS INTERFERENCE WITH CONTRACT)

123. Each of the preceding paragraphs is incorporated herein by reference.

124. At all relevant times, Dr. Engle and LinkedIn were parties to LinkedIn's user agreement, a contract.

125. Defendants took purposeful action, namely, misappropriating Dr. Eagle's LinkedIn account, specifically intended to harm the contractual relationship between Dr. Eagle and LinkedIn.

126. Defendants appropriated and are using Dr. Eagle's LinkedIn account without Dr. Eagle's consent or permission from her authorized representative.

127. In misappropriating and using Dr. Eagle's LinkedIn account, Defendants deprived Dr. Eagle of the benefits of her contract with LinkedIn.

128. In misappropriating and using Dr. Eagle's LinkedIn account, Defendants acted without privilege, justification, or excuse.

129. As a result, Dr. Eagle has suffered damages including but not limited to damages and losses resulting from Defendants' misappropriation of her name and LinkedIn account, including, but not limited to, damages for the diminution of the fair market value of her name, damages for the loss of good will associated with her name, and damages for the value that use of her name brought to Defendants' promotion of Edcomm; said damages include the amount which her name was deemed to have been worth to Defendant and the diminution of value of her name in connection with her future commercial pursuits.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's LinkedIn account, compensatory damages, punitive damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT X
(CIVIL CONSPIRACY)

130. Each of the preceding paragraphs is incorporated herein by reference.

131. At all relevant times, Defendants conspired to commit unlawful acts, including but not limited to the unauthorized access to, use of, and misappropriation of Dr. Eagle's LinkedIn account.

132. In accessing and using Dr. Eagle's LinkedIn account without authorization, Defendants acted with the common purpose of misappropriating the LinkedIn accounts of Dr. Eagle and Mr. Brody.

133. In furtherance of their common purpose, Defendants committed overt acts, including the series of acts set out in paragraphs 35 through 44, above.

134. As a result of Defendants' conspiracy to commit the unlawful acts, Defendants knew or should have known that the natural consequence of those unlawful acts would result in the misappropriation of Dr. Eagle's LinkedIn account and damages to Dr. Eagle.

135. As a result of Defendants' conspiracy, Dr. Eagle has suffered -- and continues to suffer -- damages including but not limited to the costs she expended in attempting to recover her LinkedIn account, damages for the diminution of the fair market value of her name, damages for the loss of good will associated with her name, and damages for the value that use of her name brought to Defendants' promotion of Edcomm; these damages include the amount which Dr. Eagle's name was deemed to have been worth to Defendant and the diminution of value of Dr. Eagle's name in connection with her future commercial pursuits.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's LinkedIn account, compensatory damages, punitive damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

COUNT XI
(CIVIL AIDING AND ABETTING)

136. Each of the preceding paragraphs is incorporated herein by reference.

137. Although only one, or fewer than all, of Defendants may have taken the physical actions necessary to access and misappropriate Dr. Eagle's LinkedIn account, all Defendants are liable for the harm caused by those actions.

138. Upon information and belief, each Defendant provided substantial assistance and/or encouragement to the Defendant or Defendants who took the physical actions necessary to access and misappropriate Dr. Eagle's LinkedIn account by, among other things, suggesting that Dr. Eagle's LinkedIn account be accessed and misappropriated; providing Dr. Eagle's LinkedIn account for that purpose; providing Ms. Morgan's photograph for Dr. Eagle's LinkedIn account; and/or suggesting, discussing, or drafting the changes to make to Dr. Eagle's LinkedIn account.

139. On information and belief, each Defendant took these actions knowing that accessing and misappropriating Dr. Eagle's LinkedIn account was wrongful.

140. Each Defendant's own conduct, separately considered, constitutes a breach of duty to Dr. Eagle.

141. As a result of Defendants' substantial assistance and/or encouragement in accessing and misappropriating Dr. Eagle's LinkedIn account, Dr. Eagle has suffered -- and continues to suffer -- damages including but not limited to the costs she expended in attempting to recover her LinkedIn account, damages for the diminution of the fair market value of her name, damages for the loss of good will associated with her name, and damages for the value that use of her name brought to Defendants' promotion of Edcomm; these damages include the amount which Dr. Eagle's name was deemed to have been worth to Defendant and the diminution of value of Dr. Eagle's name in connection with her future commercial pursuits.

WHEREFORE, Plaintiff Linda Eagle demands the entry of judgment in her favor and against Defendants, injunctive relief in the form of an order requiring Defendant to cease and desist from using Dr. Eagle's LinkedIn account, compensatory damages, punitive damages, reasonable attorney fees, interest, and such other relief as the Court deems just.

HANGLEY ARONCHICK SEGAL & PUDLIN

By: _____

William T. Hangley
Michael Lieberman
Sharon F. McKee
Rebecca L. Santoro
One Logan Square, 27th Floor
Philadelphia, Pennsylvania 19103-6933
(215) 568-6200 (telephone)
(215) 568-0300 (facsimile)

Dated: July 1, 2011

Counsel for Plaintiff Linda Eagle

&JS 44 (Rev. 3/99)

CIVIL COVER SHEET

The JSS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

LINDA EAGLE

(b) County of Residence of First Listed Plaintiff Palm Beach County, FL
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

SANDI MORGAN, HAITHAM SAEAD, JOSEPH MELLACI, ELIZABETH SWEENEY, LISA ARNSPERGER, QAMAR ZAMAN, and EDCOMM, INC.

County of Residence of First Listed Montgomery
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Sharon F. McKee
Hangley Aronchick Segal & Pudlin
One Logan Square, 27th Floor
Philadelphia, PA 19103

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	DEF		DEF
Citizens of This State	☐ 1 ☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4 ☐ 4
Citizen of Another State	☐ 2 ☐ 2	Incorporated *or* Principal Place of Business In Another State	☐ 5 ☐ 5
Citizen or Subject of a Foreign Country	☐ 3 ☐ 3	Foreign Nation	☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury – Med. Malpractice
- ☐ 365 Personal Injury – Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL INJURY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt. Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- ☐ Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 851 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIW C/DIW W (405 (g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAXSUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS – Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce/ICC Rates/etc.
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900 Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes
- ☒ 890 Other Statutory Actions

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

(PLACE AN "X" IN ONE BOX ONLY)

V. ORIGIN

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

18 U.S.C § 1030, 15 U.S.C § 1125 (A)(1)(A)

VII. REQUESTED IN COMPLAINT: ☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND $5000.00** CHECK YES only if demanded in complaint: **JURY DEMAND:** ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 7/1/2011 SIGNATURE OF ATTORNEY OF RECORD Sharon F McKee

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: Dr. Linda Eagle, 1073 Yarmouth Dr., Boca Raton, Florida 33434

Address of Defendant: EDCOMM, Inc., 501 Office Center Drive, Fort Washington, PA (see additional sheet)

Place of Accident, Incident or Transaction: Fort Washington, PA

(Use Reverse Side for Additional Space)

Does this case involve multidistrict litigation possibilities? Yes ☐ No ☒

RELATED CASE, IF ANY: N/A

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
   Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
   Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
   Yes ☐ No ☒

CIVIL: (Place in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases
    18 U.S.C § 1030, 15 U.S.C § 1125 (A)(1)(A)

B. *Diversity Jurisdiction Cases:*

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases
   (Please specify)

ARBITRATION CERTIFICATION

(Check Appropriate Category)

I, Sharon F. McKee, counsel of record do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

☒ Relief other than monetary damages is sought.

Date: July 1, 2011 — Attorney-at-Law — 81499 Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

Date: July 1, 2011 — Attorney-at-Law — 81499 Attorney I.D.#

CIV. 609 (9/99)

Defendant's Addresses
Sandi M. Morgan 707 Dartmouth Cir, Bala Cynwyd, PA 19004
Haitham Saead SpringHill Suites Philadelphia Willow Grove 2480 Maryland Road Willow Grove, Pennsylvania 19090
Joseph Mellaci Edcomm, Inc. 501 Office Center Drive Fort Washington, PA 19034
Elizabeth M. Sweeney Edcomm, Inc. 501 Office Center Drive Fort Washington, PA 19034
Lisa Arnsperger Edcomm, Inc. 501 Office Center Drive Fort Washington, PA 19034
Qamar Zaman 501 Office Center Drive Fort Washington, PA 19034
Edcomm, Inc. 501 Office Center Drive Fort Washington, PA 19034

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

LINDA EAGLE	:	CIVIL ACTION
v.	:	
SANDI MORGAN, HAITHAM SAEAD, JOSEPH MELLACI, ELIZABETH SWEENEY, LISA ARNSPERGER, QAMAR ZAMAN, and EDCOMM, INC.	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of the court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a)	Habeas Corpus -- Cases brought under 28 U.S.C. §2241 through §2255.	( )
(b)	Social Security -- Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits.	( )
(c)	Arbitration -- Cases required to be designated for arbitration under Local Civil Rule 53.2.	( )
(d)	Asbestos -- Cases required involving claims for personal injury or property damage from exposure to asbestos.	( )
(e)	Special Management -- Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.)	( )
(f)	Standard Management -- Cases that do not fall into any one of the other tracks.	(X)

July 1, 2011		Plaintiff, Linda Eagle
Date	**Attorney-at-law**	**Attorney for**
(215)496-7060	(215)568-6200	Smckee@hangley.com
Telephone	**FAX Number**	**E-Mail Address**

(Civ. 660) 10/02

EXHIBIT A

About Us

Share 264

Company Background

- LinkedIn started out in the living room of co-founder Reid Hoffman in 2002.
- The site officially launched on May 5, 2003. At the end of the first month in operation, LinkedIn had a total of 4,500 members in the network.
- Roughly one million new members join LinkedIn every week, at a rate equivalent to a professional joining the site faster than one member per second.
- The company is publicly held and has a diversified business model with revenues coming from user subscriptions, advertising sales and hiring solutions.

LinkedIn Facts

- LinkedIn operates the world's largest professional network on the Internet with more than 100 million members in over 200 countries and territories.
- More than half of LinkedIn members are currently located outside of the United States.
- There were nearly two billion people searches on LinkedIn in 2010.
- Headquartered in Mountain View, Calif., LinkedIn also has U.S. offices in Chicago, New York, Omaha and San Francisco. International LinkedIn offices are located in Amsterdam, Bangalore, Delhi, Dublin, London, Melbourne, Mumbai, Paris, Singapore, Stockholm, Sydney and Toronto.
- The company's management team is comprised of seasoned executives from companies like Yahoo!, Google, Microsoft, TiVo, PayPal and Electronic Arts. The CEO of LinkedIn is Jeff Weiner.
- LinkedIn is currently available in six languages: English, French, German, Italian, Portuguese and Spanish.
- LinkedIn started off 2011 with about 1,000 full-time employees located all around the globe, up from around 500 at the beginning of 2010.

Worldwide Membership

- 100m+ professionals around the world as of March 2011
- 20m+ members in Europe as of December 2010
- 5m+ members in the UK as of December 2010
- 1m+ members in France
- 2m+ members in the Netherlands
- 1m+ members in Italy
- 1m+ members in the DACH region (Germany, Austria and Switzerland)
- 1m+ members in Spain
- 9m+ members in India
- 3m+ members in Canada
- 3m+ members in Brazil
- 2m+ members in Australia
- As of April 2011, LinkedIn counts more than 11 million recent college graduates* around the world as members (*LinkedIn defines recent graduates as members who have graduated within the last five years--between 2005 and 2010).

LinkedIn and Business

- As of January 2011, LinkedIn counts executives from all 2010 Fortune 500 companies as members; its hiring solutions were used by 73 of the Fortune 100 companies as of March 22, 2011.
- More than 2 million companies have LinkedIn Company Pages.
- LinkedIn represents a valuable demographic for marketers with an affluent & influential membership.
- Thousands of developers are using LinkedIn APIs to create innovative tools and services for professionals.

EXHIBIT B

LinkedIn

User Agreement

Last revised on June 16, 2011

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

Our User Agreement has been updated; click here for a summary of the changes.

1. INTRODUCTION.

   A. *Purpose.*
   The mission of LinkedIn is to connect the world's professionals to enable them to be more productive and successful. To achieve our Mission, we make services available through our website, mobile applications, and developer platform, to help you, your connections, and millions of other professionals meet, exchange ideas, learn, make deals, find opportunities or employees, work, and make decisions in a network of trusted relationships and groups

   B. *Scope and Intent.*
   You agree that by registering on LinkedIn, or by using the our website, including our mobile applications, developer platform, premium services, or other information provided as part of the LinkedIn services (collectively "LinkedIn" or the "Services"), you are entering into a legally binding agreement with LinkedIn Corporation, 2029 Stierlin Court, Mountain View, California 94043, USA if you reside in the United States, and with LinkedIn Ireland Limited, 77 Sir John Rogerson's Quay, Dublin 2, Ireland, if you reside outside the United States ("we," "us," "our," and "LinkedIn") based on the terms of this LinkedIn User Agreement and the LinkedIn Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement") and become a LinkedIn user ("User").

   If you are using LinkedIn on behalf of a company or other legal entity, you are nevertheless individually bound by this Agreement even if your company has a separate agreement with us. If you do not want to register an account and become a LinkedIn User, do not conclude the Agreement, do NOT click "Join LinkedIn" and do not access, view, download or otherwise use any LinkedIn webpage, information or services. By clicking "Join Now," you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. By clicking "Join Now," you also consent to use electronic signatures and acknowledge your click of the "Join Now" button as one. Please note that the LinkedIn User Agreement and Privacy Policy are also collectively referred to as LinkedIn's "Terms of Service."

2. YOUR OBLIGATIONS.

   A. *Applicable laws and this Agreement*
   You must comply with all applicable laws, the Agreement, as may be amended from time to time with or without advance notice, and the policies and processes explained in the following sections:

      1. DOs and DON'Ts;
      2. Complaints Regarding Content Posted on the LinkedIn Website; and
      3. LinkedIn's Privacy Policy.

   B. *License and warranty for your submissions to LinkedIn.*
   You own the information you provide LinkedIn under this Agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users. Additionally, you grant LinkedIn a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to LinkedIn, including, but not limited to, any user generated content, ideas, concepts, techniques or data to the services, you submit to LinkedIn, without any further consent, notice and/or compensation to you or to any third parties. Any information you submit to us is at your own risk of loss as noted in Sections 2 and 3 of this Agreement.

By providing information to us, you represent and warrant that you are entitled to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights. It is your responsibility to keep your LinkedIn profile information accurate and updated.

C. *Service Eligibility.*
To be eligible to use the Service, you must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Services, or not otherwise prohibited from having a LinkedIn account, (3) are not a competitor of LinkedIn or are not using the Services for reasons that are in competition with LinkedIn; (4) will only maintain one LinkedIn account at any given time; (5) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (6) will not violate any rights of LinkedIn, including intellectual property rights such as copyright or trademark rights; and (7) agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

D. *Sign-In Credentials.*
You agree to: (1) Keep your password secure and confidential; (2) not permit others to use your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your LinkedIn account to another party; and (5) refrain from charging anyone for access to any portion of LinkedIn, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own. To close your account, please visit LinkedIn's customer service site.

E. *Indemnification.*
You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third party rights or applicable laws, (2) any content you submit to the Services, and (3) any activity in which you engage on or through LinkedIn.

F. *Payment.*
If you purchase any services that we offer for a fee, either on a one-time or subscription basis ("Premium Services"), you agree to LinkedIn storing your payment card information. You also agree to pay the applicable fees for the Premium Services (including, without limitation, periodic fees for premium accounts) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription. You may cancel your Premium Services here. LinkedIn's refund policy is explained here. You also acknowledge that LinkedIn's Premium Services are subject to this Agreement and any additional terms related to the provision of the Premium Service.

G. *Notify us of acts contrary to the Agreement.*
If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

H. *Notifications and Service Messages.*
For purposes of service messages and notices about the Services to you, LinkedIn may place a banner notice across its pages to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from LinkedIn to an email address associated with your account, even if we have other contact information. You also agree that LinkedIn may communicate with you through your LinkedIn account or through other means including email, mobile number, telephone, or delivery services including the postal service about your LinkedIn account or services associated with LinkedIn. Please review your Settings to control what kind of messages you receive from LinkedIn. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

I. *LinkedIn Applications.*
LinkedIn may offer the Services through applications built using LinkedIn's platform ("LinkedIn Applications"). Examples of LinkedIn Applications include its smart phone applications (LinkedIn for Blackberry or LinkedIn for iPhone), and LinkedIn's "Share" buttons and other interactive plugins distributed on websites across the web. LinkedIn Applications are distinct from third party Platform Applications addressed in Section 4.B. If you use a LinkedIn Application or interact with a website that has deployed a plugin, you agree that information

about you and your use of the Services, including, but not limited to, your device, your mobile carrier, your internet access provider, your physical location, and/or web pages containing LinkedIn plugins that load in your browser may be communicated to us.

Further, by importing any of your LinkedIn data through the LinkedIn Application, you represent that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile account, you must promptly update your LinkedIn account information to ensure that your messages are not sent to the person that acquires your old number and failure to do so is your responsibility. You acknowledge you are responsible for all charges and necessary permissions related to accessing LinkedIn through your mobile access provider. Therefore, you should check with your provider to find out if the Services are available and the terms for these services for your specific mobile devices.

Finally, by using any downloadable application to enable your use of the Services, you are explicitly confirming your acceptance of the terms of the End User License Agreement associated with the application provided at download or installation, or as may be updated from time to time.

J. *User-to-User Communication and Sharing (LinkedIn Groups, Answers, Updates, Company Pages, etc.).*
LinkedIn offers various forums such as LinkedIn Groups, Answers, and Network Updates, where you can post your observations and comments on designated topics. LinkedIn also enables sharing of information by allowing users to post updates, including links to news articles and other information such as job opportunities, product recommendations, and other content to their profile and other parts of the site, such as LinkedIn Groups and LinkedIn Company Pages.

LinkedIn members can create LinkedIn Groups and Company Pages for free, however, LinkedIn may close or transfer LinkedIn Groups or Company Pages, or remove content from them if the content violates this Agreement or others' intellectual property rights.

Please note that ideas you post and information you share may be seen and used by other Users, and LinkedIn cannot guarantee that other Users will not use the ideas and information that you share on LinkedIn. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to any LinkedIn Group, into your Network Updates, or elsewhere on LinkedIn. LINKEDIN IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN ANY LINKEDIN COMMUNITY FORUMS SUCH AS THE LINKEDIN BLOG, GROUPS OR ANSWERS.

K. *Privacy.*
You should carefully read our full Privacy Policy before deciding to become a User as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to us. Please note that certain information, statements, data, and content (such as photographs) which you may submit to LinkedIn, or groups you choose to join might, or are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

L. *Export Control.*
Your use of LinkedIn services, including our software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

M. *Contributions to LinkedIn*
By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to LinkedIn through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) LinkedIn is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) LinkedIn shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) LinkedIn may have something similar to the Contributions already under consideration or in development; (e) you irrevocably assign to LinkedIn all rights to your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from LinkedIn under any circumstances.

3. YOUR RIGHTS.

On the condition that you comply with all your obligations under this Agreement, including, but not limited to, the Do's and Don'ts listed in Section 10, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to access the Services, through a generally available web browser, mobile device or application (but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of LinkedIn or its Users), view information and use the Services that we provide on LinkedIn webpages and in accordance with this Agreement. Any other use of LinkedIn contrary to our mission and purpose (such as seeking to connect to someone you do not know or trust, or to use information gathered from LinkedIn commercially unless expressly authorized by LinkedIn) is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in LinkedIn and all related items, including any and all copies made of the LinkedIn website.

4. OUR RIGHTS AND OBLIGATIONS.

A. *Services Availability.*
For as long as LinkedIn continues to offer the Services, LinkedIn shall provide and seek to update, improve and expand the Services. As a result, we allow you to access LinkedIn as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue LinkedIn, partially or entirely, or change and modify prices for all or part of the Services for you or for all our users in our sole discretion. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. LinkedIn further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by LinkedIn to be contrary to this Agreement. For avoidance of doubt, LinkedIn has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

B. *Third Party Sites and Developers.*
LinkedIn may include links to third party web sites ("Third Party Sites") on www.linkedin.com, developer.linkedin.com, and elsewhere.LinkedIn also enables third party developers ("Platform Developers") to create applications ("Platform Applications") that provide features and functionality using data and developer tools made available by LinkedIn through its developer platform.

You are responsible for evaluating whether you want to access or use a Third Party Site or Platform Application. You should review any applicable terms and/or privacy policy of a Third Party Site or Platform Application before using it or sharing any information with it, because you may give the operator permission to use your information in ways we would not.

LinkedIn is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites or Platform Applications. LinkedIn also does not screen, audit, or endorse Platform Applications. Accordingly, if you decide to access Third Party Sites or use Platform Applications, you do so at your own risk and agree that your use of any Platform Application is on an "as-is" basis without any warranty as to the Platform Developer's actions, and that this Agreement does not apply to your use of any Third Party Site or Developer Application.

Please note: If you allow an Platform Application or Third Party Site to authenticate to or connect with your LinkedIn account, that application or website can access information on LinkedIn related to you and your connections.

For additional information regarding Platform Developers and Platform Applications, please refer to LinkedIn's Privacy Policy.

C. *Disclosure of User Information.*
You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of LinkedIn, our Users or the public.

Disclosures of User information to third parties other than those required to provide customer support, administer this agreement, or comply with legal requirements are addressed in the privacy policy.

D. *Connections and Interactions with other Users.*
You are solely responsible for your interactions with other Users. LinkedIn may limit the number of connections you may have to other Users and may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. LinkedIn reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if LinkedIn determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

5. DISCLAIMER.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

DO NOT RELY ON LINKEDIN, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE THE PLATFORM FOR LINKEDIN AND ALL INFORMATION AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. LINKEDIN DOES NOT CONTORL OR VET USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY LINKEDIN OR ANYTHING RELATED TO LINKEDIN, YOU MAY CLOSE YOUR LINKEDIN ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7 (“TERMINATION”) AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

LINKEDIN IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS INMAILS, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH LINKEDIN TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL TO US, SERVICE, OR TECHNOLOGY.

LINKEDIN DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, LINKEDIN DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

LINKEDIN DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. LINKEDIN DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, LINKEDIN DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE LINKEDIN SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

6. LIMITATION OF LIABILITY.

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

Neither LinkedIn nor any of our subsidiaries, affiliated companies, employees, shareholders, or directors (“LinkedIn Affiliates”) shall be cumulatively liable for (a) any damages in excess of five times the most recent monthly fee that you paid for a Premium Service, if any, or US $100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Service, any platform applications or any of the content or other materials on, accessed

through or downloaded from LinkedIn. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

A. Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and

B. Not apply to any damage that LinkedIn may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed from in this Agreement.

C. Not apply if you have entered into a separate agreement to purchase Premium Services with a separate Limitation of Liability provision that supersedes this section in relation to those Premium Services.

7. TERMINATION.

A. *Mutual rights of termination.*
You may terminate this Agreement, for any or no reason, at any time, with notice to LinkedIn pursuant to Section 9.C. This notice will be effective upon LinkedIn processing your notice. LinkedIn may terminate the Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only LinkedIn or the party paying for the services may terminate your access to any Premium Services. Termination of your LinkedIn account includes disabling your access to LinkedIn and may also bar you from any future use of LinkedIn.

B. *Misuse of the Services.*
LinkedIn may restrict, suspend or terminate the account of any User who abuses or misuses the Services. Misuse of the Services includes inviting other Users with whom you do not know to connect; abusing the LinkedIn messaging services; creating multiple or false profiles; using the Services commercially without LinkedIn's authorization, infringing any intellectual property rights, violating any of the Do's and Don'ts listed in Section 10, or any other behavior that LinkedIn, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, LinkedIn has adopted a policy of terminating accounts of Users who, in LinkedIn's sole discretion, are deemed to be repeat infringers under the United States Copyright Act.

C. *Effect of Termination.*
Upon the termination of your LinkedIn account, you lose access to the Services. The terms of this Agreement shall survive any termination, except Sections 3 ("Your Rights") and 4.a-b, and d ("Our Rights and Obligations") hereof.

8. DISPUTE RESOLUTION

A. *Law and Forum for Legal Disputes*
This Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the state of California regardless of your country of origin or where you access LinkedIn, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and LinkedIn agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court located in Santa Clara County, California, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and LinkedIn agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California for the purpose of litigating all such claims. Notwithstanding the above, you agree that LinkedIn shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

B. *Arbitration Option.*
For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than $10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any

judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

9. GENERAL TERMS.

A. *Severability.*
If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

B. *Language.*
Where LinkedIn has provided you with a translation of the English language version of this Agreement, the Privacy Policy, and/or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement, the Privacy Policy, and any other documentation, including additional terms of service for Premium Services, will govern your relationship with LinkedIn.

C. *Notices and Service of Process.*
In addition to Section 2.h. ("Notices and Service Messages"), we may notify you via postings on www.linkedin.com. You may contact us here.

Or via mail or courier at:

LinkedIn Corporation
ATTN: Legal Department
2029 Stierlin Court
Mountain View, CA 94043
USA
Additionally, LinkedIn accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

D. *Entire Agreement.*
You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other LinkedIn services, third-party content or third party software.

E. *Amendments to this Agreement.*
We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at www.linkedin.com or notifying you otherwise. For example, LinkedIn presents a banner on the site when we have amended this Agreement or the Privacy Policy so that you may access and review the changes prior to your continued use of the site. If you do not want to agree to changes to the Agreement, you can terminate this Agreement at any time per Section 7 (Termination).

F. *No informal waivers, agreements or representations.*
Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any LinkedIn Affiliate shall be deemed legally binding on any LinkedIn Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of LinkedIn.

G. *No Injunctive Relief.*
In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

H. *Beneficiaries.*
Entities other than LinkedIn Corporation and LinkedIn Ireland, Limited, that LinkedIn Corporation owns a 50% or greater interest in ("Affiliate") are not parties, but intended third party beneficiaries of this Agreement, with a right to enforce the Agreement directly against you.

I. *Assignment and Delegation.*
You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, LinkedIn Corporation for any third party that assumes our rights and obligations under this Agreement.

J. *Potential Other Rights and Obligations.*
You may have rights or obligations under local law other than those enumerated here if you are located outside the United States.

10. LINKEDIN USER "DOS" and "DON'TS."

As a condition to access LinkedIn, you agree to this User Agreement and to strictly observe the following DOs and DON'Ts:

A. *Do undertake the following:*
   1. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
   2. Provide accurate information to us and update it as necessary;
   3. Review and comply with our Privacy Policy;
   4. Review and comply with notices sent by LinkedIn concerning the Services; and
   5. Use the Services in a professional manner.

B. *Don't undertake the following:*
   1. Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to LinkedIn;
   2. Publish inaccurate information in the designated fields on the profile form (e.g., do not include a link or an email address in the name field). Please also protect sensitive personal information such as your email address, phone number, street address, or other information that is confidential in nature;
   3. Create a user profile for anyone other than a natural person;
   4. Harass, abuse or harm another person, including sending unwelcomed communications to others using LinkedIn;
   5. Invite people you do not know to join your network;
   6. Upload a profile image that is not your likeness or a head-shot photo;
   7. Use or attempt to use another's account without authorization from the Company, or create a false identity on LinkedIn;
   8. Upload, post, email, InMail, transmit or otherwise make available or initiate any content that:
      a. Falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
      b. Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
      c. Adds to a content field content that is not intended for such field (i.e. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by LinkedIn);

d. Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

e. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;

f. Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to (a) using LinkedIn invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; (b) using LinkedIn to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and (c) sending messages to distribution lists, newsgroup aliases, or group aliases;

g. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of LinkedIn or any User of LinkedIn;

h. Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services; and/or

9. Participate, directly or indirectly, in the setting up or development of a network that seeks to implement practices that are similar to sales by network or the recruitment of independent home salespeople to the purposes of creating a pyramid scheme or other similar practices.

10. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on LinkedIn (excluding content posted by you) except as permitted in this Agreement, LinkedIn's developer terms and policies, or as expressly authorized by LinkedIn;

11. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof

12. Utilize or copy information, content or any data you view on and/or obtain from LinkedIn to provide any service that is competitive, in LinkedIn's sole discretion, with LinkedIn;

13. Imply or state, directly or indirectly, that you are affiliated with or endorsed by LinkedIn unless you have entered into a written agreement with LinkedIn (this includes, but is not limited to, representing yourself as an accredited LinkedIn trainer if you have not been certified by LinkedIn as such);

14. Adapt, modify or create derivative works based on LinkedIn or technology underlying the Services, or other Users' content, in whole or part, except as permitted under LinkedIn's developer program;

15. Rent, lease, loan, trade, sell/re-sell access to LinkedIn or any information therein, or the equivalent, in whole or part;

16. Sell, sponsor, or otherwise monetize a LinkedIn Group or any other service or functionality of LinkedIn, without the express written permission of LinkedIn.

17. Deep-link to the Site for any purpose, (i.e. including a link to a LinkedIn web page other than LinkedIn's home page) unless expressly authorized in writing by LinkedIn or for the purpose of promoting your profile or a Group on LinkedIn as set forth in the Brand Guidelines;

18. Remove any copyright, trademark or other proprietary rights notices contained in or on LinkedIn, including those of both LinkedIn and any of its licensors;

19. Remove, cover or otherwise obscure any form of advertisement included on LinkedIn;

20. Collect, use, copy, or transfer any information, including, but not limited to, personally identifiable information obtained from LinkedIn except as expressly permitted in this Agreement or as the owner of such information may expressly permit;

21. Share information of non-Users without their express consent;

22. Infringe or use LinkedIn's brand, logos and/or trademarks, including, without limitation, using the word "LinkedIn" in any business name, email, or URL or including LinkedIn's trademarks and logos except as provided in the Brand Guidelines or as expressly permitted by LinkedIn;

23. Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site;

24. Use bots or other automated methods to access LinkedIn, add or download contacts, send or redirect messages, or perform other activities through LinkedIn, unless explicitly permitted by LinkedIn;

25. Access, via automated or manual means or processes, LinkedIn for purposes of monitoring LinkedIn's availability, performance or functionality for any competitive purpose;

26. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of LinkedIn's website;

27. Attempt to or actually access LinkedIn by any means other than through the interfaces provided by LinkedIn such as its mobile application or by navigating to http://www.linkedin.com using a web browser. This prohibition includes accessing or attempting to access LinkedIn using any third-party service, including software-as-a-service platforms that aggregate access to multiple services, including LinkedIn;

28. Attempt to or actually override any security component included in or underlying LinkedIn;

29. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on LinkedIn's infrastructure, including, but not limited to, sending unsolicited communications to other Users or LinkedIn personnel, attempting to gain unauthorized access to LinkedIn, or transmitting or activating computer viruses through or on LinkedIn;

30. Interfere with or disrupt or game LinkedIn or the Services, including, but not limited to, any servers or networks connected to LinkedIn, in particular LinkedIn's search algorithms.

11. COMPLAINTS REGARDING CONTENT POSTED ON THE LINKEDIN WEBSITE.

We built LinkedIn to help you be a more successful professional, and to help professionals succeed. To achieving this purpose, we encourage our Users to share truthful and accurate information. We also respect the intellectual property rights of others. Accordingly, this Agreement requires that information posted by Users be accurate and not in violation of the intellectual property rights or other rights of third parties. To promote these objectives, LinkedIn provides a process for submission of complaints concerning content posted by our Users. Our policy and procedures can be found here:

LinkedIn Copyright Policy.

Claims regarding Copyright Infringement.

Claims regarding content (other than copyright).

LinkedIn Corporation, Mountain View, California, USA, June 16, 2011.

Close this window
All content Copyright © 2011, LinkedIn Corporation

EXHIBIT C

LinkedIn Help Center

Definition of a Contact

What is a contact?

A contact is someone you know and can reach through a working email address. Your LinkedIn address book (containing contact information) can be found by clicking on the "Contacts" link found in the top navigation bar on the home page. The "Contacts" section is divided into the following 4 areas:

1. "My Connections" - Your 1st degree connections in your LinkedIn network. These are the people you know and trust enough to share your information with. From this page, you can tag your connections into various categories or view them by company, location, industry or recent activity.
2. "Imported Contacts" - Contact information about people you have entered or uploaded from other email address books yet you have not yet invited to be a LinkedIn connection. Contacts stored in "Imported Contacts" will not be displayed to any other LinkedIn user.
3. "Profile Organizer" - Available as part of any Premium account. The feature allows you to organize Profiles you find into custom folders and add private notes about the Profile only visible for you to see.
4. "Network Statistics" - View information about your network, including how many LinkedIn members you can reach through your connections and the regional or industry breakdowns.

You can also find these links from the “My Connections" page:

1. "Add Connections" - This link takes you to a page where you can send Invitations using email addresses, import an address book from one of your other email accounts or email applications and locate colleagues, classmates, or other people you may know.
2. "Remove Connections" - Allows you to select the people you'd like to remove from your connections list in "My Connections".

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EXHIBIT D

LinkedIn Help Center

Definition of a Recommendation

What is a Recommendation?

A Recommendation is a comment written by a LinkedIn user to advocate a colleague, business partner, or provider of a professional service including service providers who are not LinkedIn. Below are some of the benefits of getting recommended:

1. Helps you hire and get hired.
2. Helps to find customers and partners for the services you provide and need.
3. Builds reputation and strengthens your relationships.
4. Makes your network more valuable to everyone in it.

Recipients of Recommendations can allow received Recommendations to appear within their profile. If you have current or former colleagues, clients, or business partners who know and value your work, you should consider inviting them to connect on LinkedIn so they can recommend you. Users with Recommendations in their profiles are three times more likely to receive relevant offers and inquiries through searches on LinkedIn. Recommendations written about you are visible to members within your network and also to Fortune 500 companies that use the LinkedIn Recruiter corporate tool.

When viewing your LinkedIn Profile, members outside your network that do not use the Recruiter product will only see the number of recommendations you have and not the actual recommendation.

LinkedIn Corporation © 2011

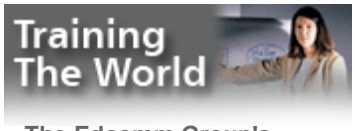
EXHIBIT E

Your staff has worked very hard to help us into the "Web Based Training Era", and we have not always made it that easy for you. You have displayed patience, flexibility, and an unwavering desire to do whatever it takes to make this project work for us.

I am very fortunate to have found a business partner in Edcomm and not just another vendor.

Craig Robinson
VP, Director

More testimonials...



The Edcomm Group's Banker's Academy is proud to be at the forefront of education.

Classroom Sessions Delivered
163,238
Classroom Participants
3,754,483
eLearning Students
1,553,022
eLearning Topics Taken
87,063,318
Organizations
2,820
Current Usage Statistics.

Banker's Academy in the News

News about The Edcomm Group, Banker's Academy, Banks, Credit Unions and Money Services Businesses.

Press Releases

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THE EDCOMM GROUP BANKER'S ACADEMY IMPLEMENTS CHANGES IN TOP MANAGEMENT TO REINFORCE THE DIVISIONAL COMPANY STRUCTURE AND TO FURTHER STRENGTHEN ITS GLOBAL OPERATIONS

(NEW YORK, NY) - June 21, 2011

The Edcomm Group Banker's Academy has announced today the following changes in the Company's senior management group, which are aimed at further strengthening Edcomm Banker's Academy's global operations.

1. Senior Management

Sandi Morgan will assume the role of Interim Chief Executive Officer (CEO). As the former Director of Advanced Development and Client Services, Morgan has played a key role in both client and development work, and has a wealth of experience working with Edcomm Banker's Academy's clients, products and policies.

2. Sales and Marketing

Joseph Mellaci will serve as the Vice President of Global Markets. As the former Director of International Markets, Mellaci's extensive knowledge and experience in international marketing will continue to bring success to Edcomm Banker's Academy's international efforts through his strategic outreach skills.

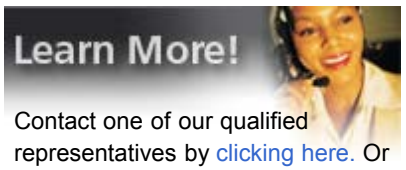
Heather Maurone will assume the role of Director of International Sales. As the former Assistant Director of Sales, Maurone will use her immeasurable experience in international business transactions and cultural practices to concentrate on Edcomm Banker's Academy's international sales outreach and generation.

3. Professional Services

Staci Rodriguez will serve as the Vice President of Professional Services. As the former Director of Client Services, Rodriguez's retail banking experience, combined with her vast knowledge of service and sales will strengthen Edcomm Banker's Academy's client communications.

4. Operations

Banker's Academy also offers computer based, self study, **job and career training for individuals** who want to advance their careers and achieve personal goals in banking and financial services.



Contact one of our qualified representatives by clicking here. Or call, toll free, 1 888 433 2666.

If you already have a Learning Management System (LMS), no problem! Our eLearning programs have been certified with:

- Alpha Learning
- Aspen
- CareerNet
- Centra
- Click2Learn
- Docent
- Element K
- ELM
- GeoLearning
- IBM
- KnowledgeHub
- Knowledge Planet
- LearnCenter
- Learning Link
- Lotus Workplace
- Moodle
- On Track
- OutStart
- Oracle iLearning
- Pathlore
- PeopleSoft
- Pinnacle
- Plateau
- PLN
- Saba
- SAP
- Siebel
- Sum Total
- TEDS
- TFactor
- THINQ
- TLM
- Vcampus
- WBT TopClass
- WIN

Click the link to learn more about Banker's Academy Certification and Continuing Education (CE) credits.

Beth Megronigle will serve as the Vice President of Operations. As the former Director of Sales, Megronigle has worked diligently to help the sales team meet their goals and ensure that Edcomm Banker's Academy is well represented in the global marketplace and will bring her expertise to the development of Edcomm Banker's Academy's operational plan.

5. Finance

Qamar Zaman will serve as Financial Controller. Zaman will focus on the management of Edcomm Banker's Academy's financial information and will assist in driving and building continuous improvement in Edcomm Banker's Academy's finance and the business controls.

6. Technology

Len Frog will assume the role of Vice President of Technology. As the former Director of Technology Services, Frog's 11-plus years of experience with Edcomm Banker's Academy will enable the company to further grow and further develop its Information Technology (IT) and technology services.

The Edcomm Group Banker's Academy has announced today that President Dr. Linda Eagle, Chief Executive Officer (CEO) Clifford Brody and Senior Vice President David Shapp are no longer affiliated with Edcomm Banker's Academy.

As the world leader in banking training, Edcomm Banker's Academy boasts a client base of 2,200 financial institutions in the United States and 400 international banking clients. The new changes will reinvigorate our delivery and innovation of the highest quality banking training services and cutting edge banking training software products.

For more information about The Edcomm Group Banker's Academy, log onto www.bankersacademy.com or call +1.212.631.9400.

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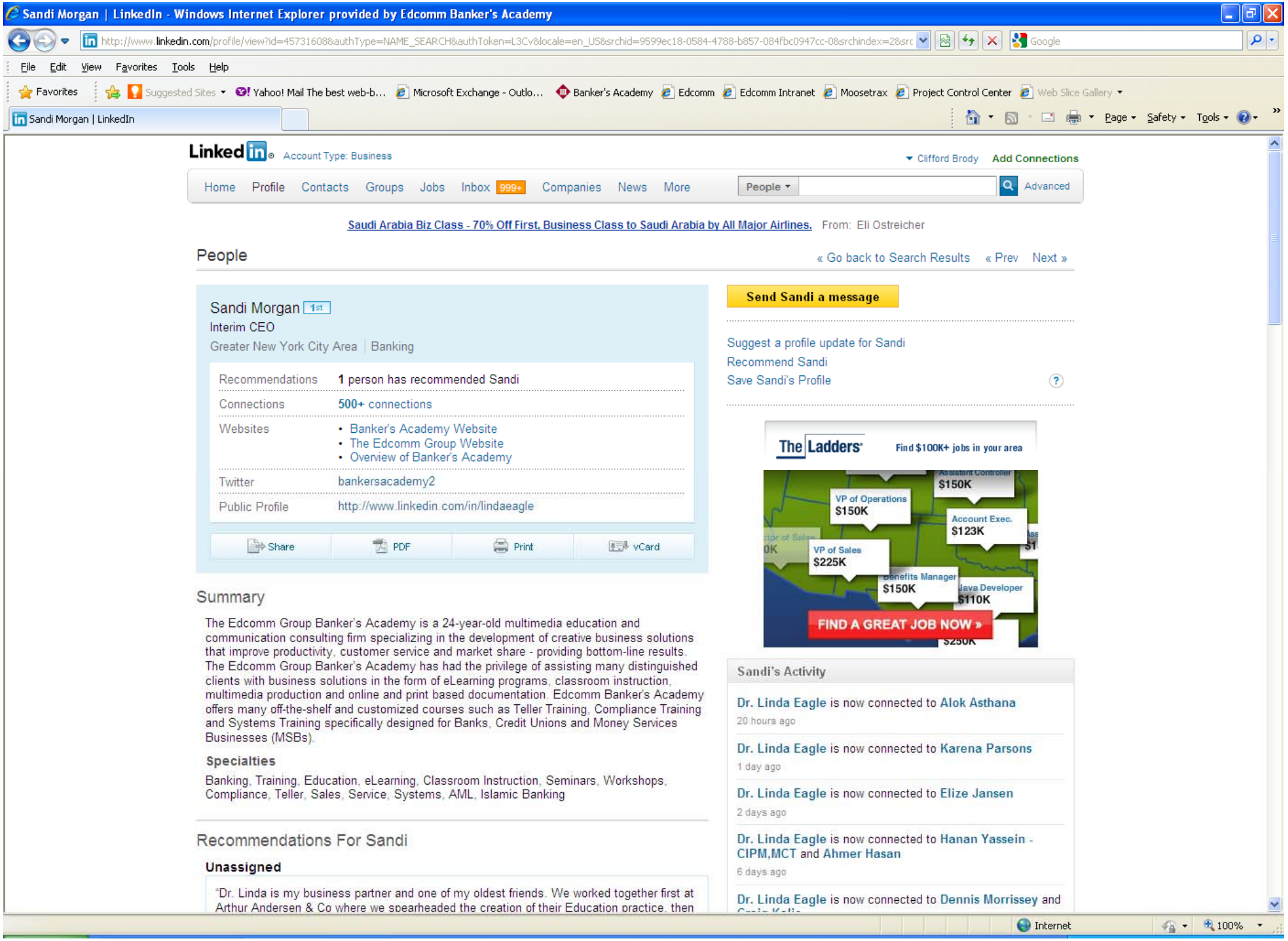
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Recommendations	1 person has recommended Sandi
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"Dr. Linda is my business partner and one of my oldest friends. We worked together first at Arthur Andersen & Co where we spearheaded the creation of their Education practice, then at Sandy corporation where we launched their New York office and Financial Services Practice, before we founded The Edcomm Group Banker's Academy. Together we have created the leading training company for banking and other financial services in the world. As the thousands of clients we serve and the hundreds of thousands of individuals who have heard Linda's lectures can tell you - Linda is the best!" *July 2, 2009*

YOU Clifford Brody, *Founder and CEO, The Edcomm Group Banker's Academy,* worked directly with Sandi

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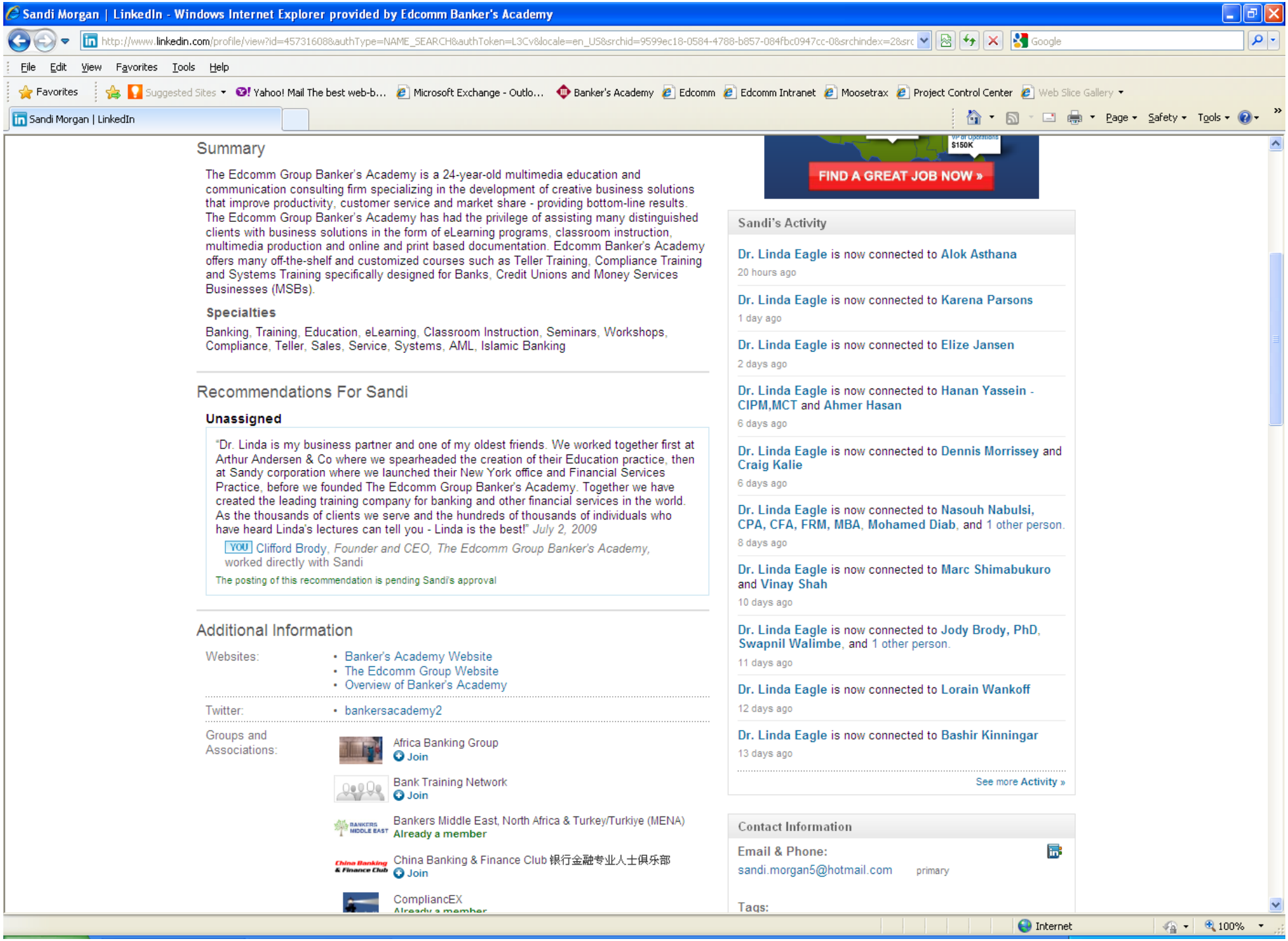
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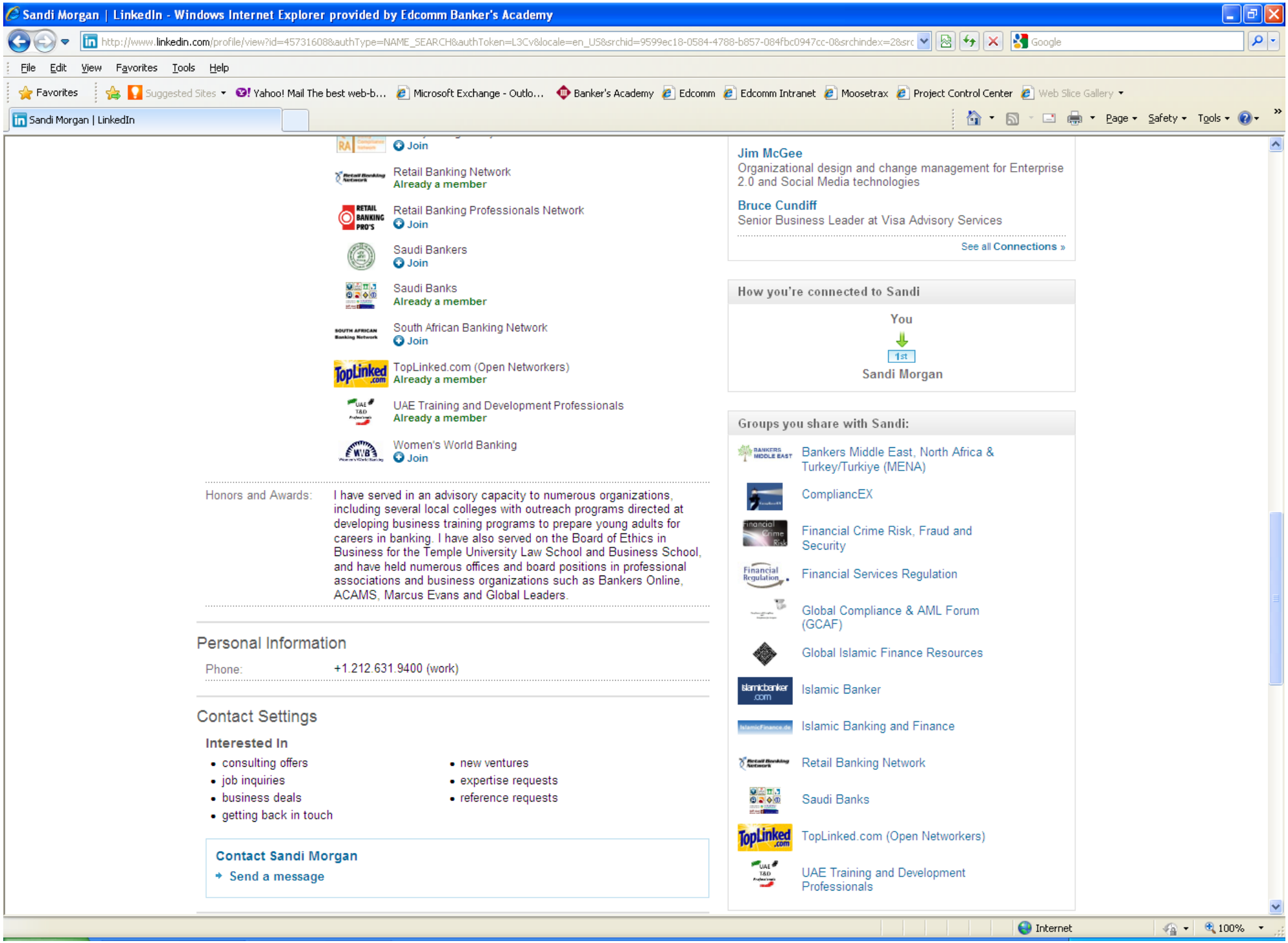
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I have served in an advisory capacity to numerous organizations, including several local colleges with outreach programs directed at developing business training programs to prepare young adults for careers in banking. I have also served on the Board of Ethics in Business for the Temple University Law School and Business School, and have held numerous offices and board positions in professional associations and business organizations such as Bankers Online, ACAMS, Marcus Evans and Global Leaders.
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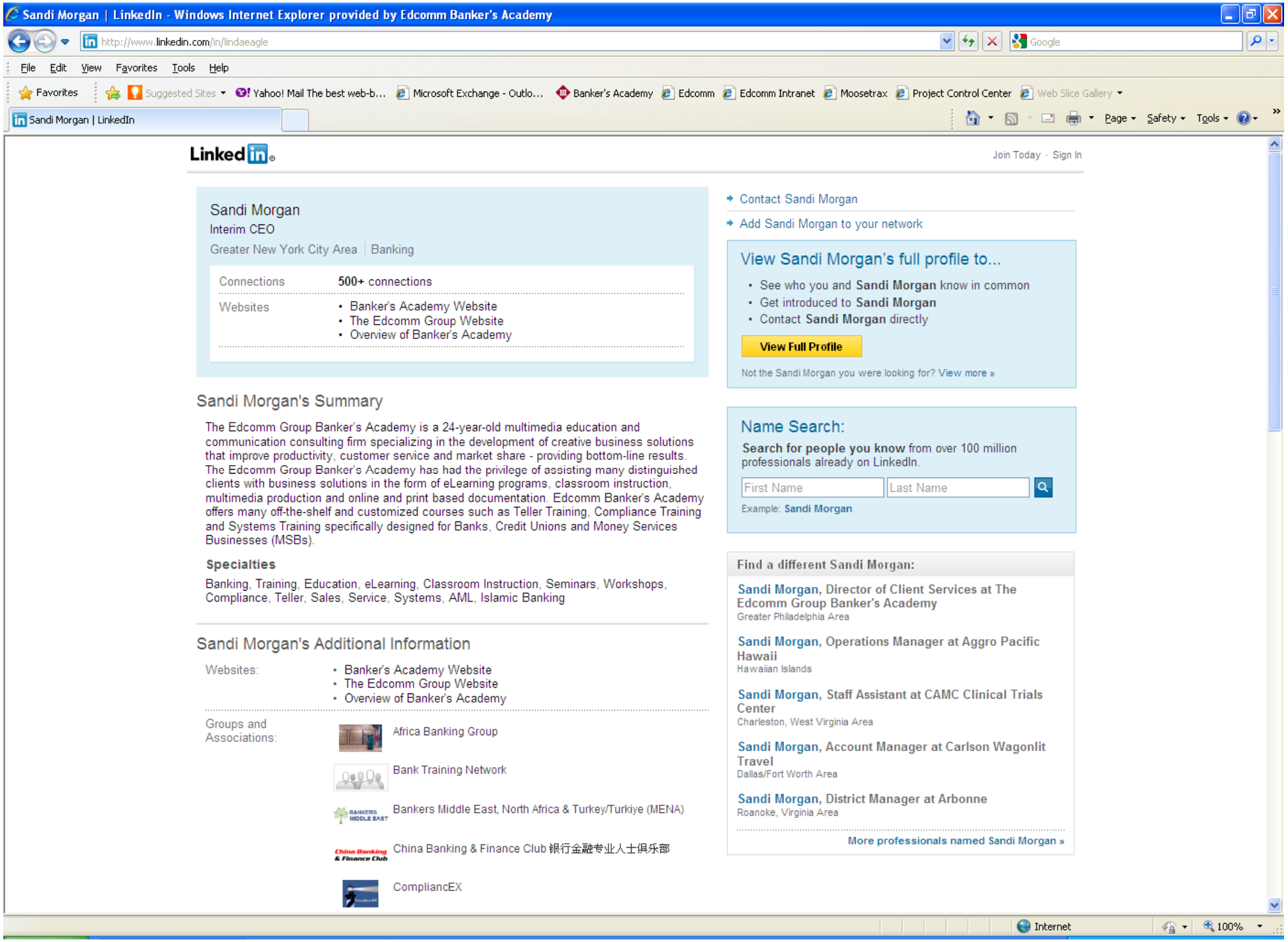
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Current	• **Interim CEO** at **The Edcomm Group Banker's Academy**
Past	• Director of Client Services at The Edcomm Group Banker's Academy • Senior Manager at The Edcomm Group Banker's Academy
Education	• Lehigh University • Wilkes University
Connections	**500+** connections
Websites	• Banker's Academy Website • The Edcomm Group Website • Overview of Banker's Academy

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Sandi Morgan's Experience

Interim CEO
The Edcomm Group Banker's Academy
Banking industry
June 2011 – Present (1 month)

Director of Client Services
The Edcomm Group Banker's Academy
Privately Held; Banking industry
October 2009 – June 2011 (1 year 9 months)

Senior Manager
The Edcomm Group Banker's Academy
Privately Held; Banking industry
August 2009 – October 2009 (3 months)

Sandi Morgan's Education

Lehigh University
MEd, Counseling Psychology
1986 – 1998

Wilkes University
MA, Psychology
1982 – 1986

Sandi Morgan's Additional Information

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Groups and Associations:

ATM Group

Africa Banking Group

Bahrain Bank Training

Bahrain Bank Training

Bahrain Bankers

Bank Training Network

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Honors and Awards: I have served in an advisory capacity to numerous organizations, including several local colleges with outreach programs directed at developing business training programs to prepare young adults for careers in banking. I have also served on the Board of Ethics in Business for the Temple University Law School and Business School, and have held numerous offices and board positions in professional associations and business organizations such as Bankers Online, ACAMS, Marcus Evans and Global Leaders.

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