



The A.K. Rice Institute for the Study of Social Systems E-list Policy E-list Description, Etiquette, and Participation Agreement

E-list Description

The A.K. Rice Institute for the Study of Social Systems (“AKRI”) has created the E-list in order to facilitate communications within the AKRI membership about topics relevant to Group Relations including notices of upcoming events hosted by AKRI, AKRI Affiliates, and other Group Relations organizations. The AKRI E-list functions as a listserv with access limited to AKRI members. The AKRI E-list is offered through Personify, the MC Professional software platform AKRI uses for membership and event registrations, and is subject to certain restrictions set in place by Personify.

The AKRI Administrator or designated authorized service administrator (“ASA”) manages the AKRI E-list. The Administrator/ASA is responsible for adding and removing users, adjusting E-list settings, and performing other administrative functions as required. When a AKRI member/user is added to the E-list, an automated welcome message with instructions for E-list use will be sent to the new member.

The Administrator/ASA will monitor the E-list to prevent the posting of automated messages, personal messages, prohibited advertisements for non-related events, postings regarding the pricing of services or the practices or procedures for billing for services, and potentially defamatory postings. With those exceptions, the E-list is unmoderated. Accordingly, with those exceptions, AKRI will not review E-list postings before they appear on the E-list and will not monitor E-list postings once disseminated to determine whether they are in compliance with this Agreement. Rather, with those exceptions, the E-list Administrator will review postings only in response to a duly submitted complaint by an E-list participant.

E-list Etiquette

It is recommended that new members observe communications to the E-list prior to submitting messages to the E-list so as to familiarize themselves with the culture of the AKRI E-list. Content unrelated to Group Relations should not be sent to the AKRI E-list. Excessive messaging to the E-list will be considered spam and may result in the user’s removal from the AKRI E-list.

The AKRI E-list is designed so that an individual member can message AKRI members currently subscribed to the E-list as a group. Individual conversations between members conducted via the E-list are discouraged.

E-list Participation Agreement

I understand that the execution of this Agreement is a prerequisite to my ability as a member of AKRI, to participate in the AKRI E-list and that, by executing this Agreement, I am agreeing to abide by its terms.

All users shall be responsible for conducting their activities in compliance with all applicable laws, rules and regulations. In addition, users are expected to act with a professional demeanor. I agree not to make postings that:

- Contain profanity;
- Contain content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender identity, marital status, national origin, physical or mental disability, or sexual orientation;
- Harass or stalk any person;
- Contain sexual content or links to sexual content;
- Content that promotes or opposes any person campaigning for election to a political office;
- Contain defamatory statements or personal attacks on others;
- Disrupt other user's enjoyment of the E-list;
- Are made under another person's name or impersonate anyone;
- Contain personal details or private information about any other person or any confidential information or any information that would infringe upon the proprietary, privacy or personal rights of others;
- Breach any intellectual property rights law (including posting material protected by copyright without the permission of the copyright owner or using any words, logos or other marks that would infringe upon the trademark, service mark, certification mark, or other intellectual property rights of the owners of such marks without the permission of such owners);
- Contain commercial advertising or promotions or junk mail of any kind;
- May be considered spamming or contain chain letters or any other form of unauthorized solicitation, including the solicitation of lawsuits;
- Contain viruses, Trojan horses, worms, time bombs, cancel-bots or any other computer code or files that are designed to disrupt, damage or limit the functioning of any software or hardware;
- Interfere with the operation of the E-list, such as broadcast attacks, attempt to overload the system; or
- Encourage illegal activity of any kind.

I agree not to use the Community to collect personal information of other members or to solicit other members for business. All postings shall be of an informational nature and for informational purposes only. Commercial use or any other unauthorized use of the E-list is prohibited. I agree not to use the E-list to solicit or conduct business, including the direct or indirect marketing of users' products or services, in any manner. The E-list may not be used to provide information, materials, products, or services in exchange for compensation of any kind.

AKRI cannot assure any E-list participant that their communication will be legally protected from disclosure.

I understand that communications through the E-list are the opinion of the member posting the communication, not professional advice offered by AKRI or the posting member.

As the E-list publisher, AKRI encourages thoughtful and cogent postings. Postings that become personal, resort to inappropriate language, or do not support the overall purpose of the AKRI E-list are prohibited and should not be posted.

By posting material, I warrant and represent that I own the copyright with respect to such material, have received permission from the copyright owner, or that the material is in the public domain. I further warrant and represent that I have the full and unencumbered right to post such material and that such posting will not infringe any rights or interests of others. In addition, I grant AKRI and the E-list a non-exclusive, irrevocable license to display, copy, publish, distribute, transmit, print, and use such information or material in any manner, without compensation.

The E-list shall not be utilized in any manner that violates federal or state antitrust laws or other laws prohibiting anticompetitive practices. I acknowledge that the antitrust laws generally prohibit any agreement or understanding inconsistent with the right and obligation of competitors to exercise independent business judgment in pricing their products or services, dealing with their customers and suppliers, and selecting the markets in which to compete. No express agreement or understanding is required; one can be inferred from statements or conduct. I agree not to post any information regarding specific prices or fees charged or paid, and to not post any information concerning prices, pricing practices, discounts, or other terms or conditions of sale either obtained by or offered to another entity. I will not post any information concerning market shares, salaries, costs, sales territories, profit margins, or encouraging the selection or rejection of customers or suppliers.

I acknowledge that the ability to participate in the AKRI E-list is not an unconditional right or benefit arising from AKRI membership. Rather, participation in the E-list is conditioned on (a) AKRI membership; (b) agreeing to the terms of the E-list Participation Agreement; and (c) continued compliance with the terms of this AKRI E-list Participation Agreement as amended from time to time. AKRI reserves the right to remove a member's privilege to participate in the E-list and/or take additional disciplinary action for conduct that constitutes a violation of this Agreement in the sole discretion of the E-list Administrator.

Any E-list user may make a formal complaint regarding the AKRI E-list by contacting the AKRI E-list Administrator at admin@akriceinstitute.org.

All complaints must (A)(i) identify the posting in issue and include a copy of the posting, or if not about a posting, (ii) describe with reasonable detail the offending behavior, (B) identify the intellectual property right or other law, rule, or regulation which is being infringed or violated, and (C) provide information sufficient to permit AKRI to contact you (e.g. email address, postal address, and phone number).

To the extent that a complaint involves intellectual property rights, please note that AKRI honors the intellectual property rights of others and asks same of users of the E-list. AKRI may, in its sole discretion, terminate the account or access right of users whose actions infringe or otherwise violate the intellectual property rights of others.

I understand that, if I am unable to comply with the terms of this Agreement, I should refrain from participating in the E-list or should unsubscribe as an E-list participant. I also understand that an E-list user who violates a proscription set forth in the Policy or the other terms of this Agreement may be barred from all future participation in the E-list and may be subject to additional disciplinary action at AKRI's discretion.

I understand that AKRI cannot and does not guarantee the accuracy or appropriateness of the contents of E-list postings or that E-list users will comply with the AKRI E-list Policy and other terms of this Agreement. While AKRI has a procedure for users to make complaints related to the AKRI E-list, it is understood that, except to prevent the posting of automated messages, personal messages, prohibited advertisements for non-related events, postings regarding the pricing of services or the practices or procedures for billing for services, and potentially defamatory postings, the E-list Administrator will be reviewing the propriety of postings only in response to such a submitted complaint. By executing this Agreement, I agree to assume all risks associated with the AKRI E-list, and I agree that I will not hold AKRI, its officers, its directors or its employees responsible for any harm caused to me as a result of the contents of an E-list posting, the disclosure of E-list postings, or the failure of an AKRI member to comply with the AKRI E-list Policy and/or the other provisions in this Agreement. I also agree that, when I am notified of future modifications of this Agreement, I shall be deemed to have consented to these updated terms unless and until I notify AKRI that I want to be removed from the AKRI E-list.

I understand that I may be held individually liable for any communications I send on the AKRI E-list including, but not limited to, defamatory, discriminatory, antitrust, anticompetitive, false, or unauthorized information, and postings which violate intellectual property rights.

I agree to indemnify, defend and hold AKRI and its Affiliates, officers, agents, employees, insurers, successors or assigns, harmless from and against all losses, claims, demands, causes of action, liabilities, expenses, including reasonable attorneys' fees, and costs arising from any claim arising out of or resulting from, in whole or in part, (a) any breach of this Agreement by me, (b) any material I transmit or, (c) any omission or act taken or committed by me.

AKRI reserves the right to modify this Policy at any time in its sole discretion.

This Agreement shall be governed by the laws of the State of Delaware, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. Any such claim or cause of action may only be brought in the state or federal courts located in the State of Delaware.

If any provision of this Agreement is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision); and, as so reformed or modified, fully enforce this Agreement.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and no other agreement as to such subject matter, written or oral, exists.

By posting to the E-list, I agree to be bound by, and to comply with, the AKRI E-list Policy and the other proscriptions and terms set forth in this Agreement.

Acknowledgment and Acceptance

I have read and understand the foregoing Policy and agree to use the E-list only in compliance with the terms of this Policy.