



## **EXCHANGE Community Rules, Etiquette, and Privacy Guidelines**

Welcome and thank you for being part of our community. To ensure the best possible experience for all members, the following rules and guidelines have been established for participation.

By joining and using this community, you agree that you have read and will follow these rules and guidelines. You also agree to post discussions, content, and shared files best suited to the medium. The community exchange(s) provide a great opportunity to solicit the advice of your peers, benefit from their experience, and participate in ongoing conversations. The ASCA Exchange is a benefit of membership. Please direct questions about how to use the Exchange to our member services department via the **Contact Us** link on this site.

The American Society of Consulting Arborists (ASCA) does not actively monitor the site for inappropriate postings and does not on its own undertake editorial control of postings. However, in the event that any inappropriate posting is brought to the attention of the ASCA board or staff, ASCA will take appropriate action. (See Consequences of Abuse of the Site below.)

As a user, it is your responsibility to acquaint yourself with these important guidelines. If you have questions, contact the member services department. To preserve an environment that encourages both civil and fruitful dialogue, ASCA reserves the right to suspend or terminate participation in this community for anyone who violates these rules.

### **The Rules**

- Respect, encourage, and help others and new arrivals. Discussions should focus on issues, not personalities.
- Dissenting opinions, disagreement, and debate are welcome, as long as participants express their views in ways that are not offensive to others. Messages whose apparent purpose is to offend, insult, defame, or incite any individual or ASCA as an organization may be removed or modified.
- Respect the purpose of the community. Use the community to share successes, challenges, questions, goals, and constructive feedback with fellow members. This is not the platform for individuals to post commercial messages or promote their services.

- **Use caution when discussing products.** Information posted on the discussion groups and in the libraries is available for all to see, and comments are subject to libel, slander, and antitrust laws. (See **Antitrust Section** below.)
- All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Do not post anything that you would not want the world to see or that you would not want anyone to know came from you.
- By posting, you warrant and represent that you own the copyright with respect to the material posted, that you have received permission from the copyright owner, or that the material is in the public domain. You also warrant and represent that you can prove you have the right to post the material and that posting it will not infringe on the rights or interests of others.
- When posting items in our collaborative environment, please indicate if the item is not available for reuse. It's also advisable to contact the owner of any material you would like to reuse.
- Post your message or documents only to the most appropriate communities. This helps ensure that all messages receive the best response by eliminating "noise."

### **Antitrust Information**

- Content that violates federal or state antitrust laws or other laws prohibiting anticompetitive practices is illegal and prohibited.
- Several types of materials are prohibited from being posted and therefore may be removed or modified. Prohibited content includes, but is not limited to, material that is abusive, profane, threatening, or defamatory; that promotes bigotry, hatred, or physical harm against any group or individual; or that harasses or advocates harassment of another person.
- ASCA is a trade association. Trade and professional associations, as groups of competitors, are under particular scrutiny with regard to pricing behavior. No express agreement or understanding is required; one can be inferred from statements or patterns of conduct gleaned from many sources, including online bulletin boards and message forums. If forced to defend ourselves, the costs in time and money to you and to ASCA would be enormous even if you and ASCA eventually were cleared of wrongdoing. (See the Antitrust Statutes document in the Exchange Library for further detail.)

### **Consequences of Abuse of the Site**

The goal of the ASCA Exchange is for respectful and robust discourse within the guidelines outlined in this document. ASCA will exercise the right as the entity providing the service, to warn or suspend participants and remove an offending post. If anyone using the Exchange has

a concern about a post, please contact ASCA staff. ASCA staff, in turn, will confer with the executive committee, which will then determine if any contact with the person that posted is warranted.

**Warnings:** When serious violations occur that are blatantly in conflict with these Rules and Etiquette, the individual will be contacted with the exact violation listed, and the post will be amended or removed.

**Suspensions:** Should a second offense occur by the same individual, that individual will be suspended from the Exchange for a period of 30 days.

**Removal:** The ASCA board, in observance of its duty of care, reserves the right to remove a member permanently from the Exchange should prohibited content be posted. A third offense will result in removal from the community.

### **Discussion Group Etiquette**

- State concisely and clearly the topic of your comment in the subject line. This allows members to respond more appropriately to your posting and makes it easier for members to search the archives by subject.
- Refrain from sending messages such as "thanks for the information" or "me, too" to the entire list. Do this by using the "Reply to Sender" link. Consider closing the topic or thread with "thanks for the information, I have what I need, contact me offline with any additional thoughts".
- Do not send administrative messages, such as "remove me from the list," to the group. Instead, use the web interface to change your settings or remove yourself from a list. If you are changing email addresses, you do not need to remove yourself from the list and rejoin under your new email address. Simply change your account settings. Contact member services for assistance.

### **Legal Information**

This site is provided as a service for ASCA members. ASCA is not responsible for the opinions and information that others post on this site. We disclaim all warranties with regard to information posted on this site, whether posted by ASCA or any third party; this disclaimer includes all implied warranties of merchantability and fitness. In no event shall ASCA be liable for any special, indirect, or consequential damages, or any damages whatsoever, resulting from loss of use, data, or profits arising out of or in connection with the use or performance of any information posted on this site.

Messages should not be posted if they encourage or facilitate members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade. Messages that encourage or

facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; or selection, rejection, or termination of customers or suppliers.

## **Privacy Policy**

Any personal information you provide to us including and similar to your name, address, telephone number and e-mail address will not be released, sold, or rented to any entities or individuals outside of our organization.

### *Government and Legal Disclosures*

We may disclose the personal information we collect through this site when we, in good faith, believe disclosure is appropriate to comply with the law (or a court order or subpoena); to prevent or investigate a possible crime, such as fraud or identity theft; to enforce our Terms and Conditions or other agreements that govern your use of this site; or to protect the rights, property, or safety of our company, our users, or others.

### *External Sites*

We are not responsible for the content of external internet sites. You are advised to read the privacy policy of external sites before disclosing any personal information.

### *Cookies*

A "cookie" is a small data text file that is placed in your browser and allows us to recognize you each time you visit this site. Cookies themselves do not contain any personal information, and we do not use cookies to collect personal information. Cookies may also be used by third party content providers such as newsfeeds.

### *Remember the Risks Whenever You Use the Internet*

While we do our best to protect your personal information, we cannot guarantee the security of any information that you transmit to us, and you are solely responsible for maintaining the secrecy of any passwords or other account information. In addition, other internet sites or services that may be accessible through our site have separate data and privacy practices independent of us, and therefore we disclaim any responsibility or liability for their policies or actions. Please contact those vendors and others directly if you have any questions about their privacy policies. For any other information, please contact us using the "Contact Us" page.

***Thank you!***