

## **MLGHRA Listserv Policy**

*Revised June 2015*

Listserv is an electronic mailing list that offers an efficient way to disseminate information to large numbers of people and hold discussions among many people. Mailing lists are an easy way to reach a large audience quickly by automating the distribution of e-mail to all those who subscribe to the mailing list. Mailing lists have become a critical component of MLGHRA communication as well as networking. MLGHRA has created this policy to ensure appropriate use of this listserv.

### **Rules of Participation**

All comments and materials posted to the listserv are the sole responsibility of the individual poster. Once posted, comments cannot be removed by the Maine Municipal Association, hereafter referred to as MMA. The MMA strongly recommends that the Maine Local Government Human Resources Association (hereafter referred to as MLGHRA) develop, implement and communicate these standard Rules of Participation with its membership and regularly monitor its listserv activity for compliance.

Membership to a mailing list is not a right of the individual. List owners have the right and are responsible for unsubscribing list members who abuse a list by sending off-topic mail to the list, misuse or abuse of the resource or are abusive of other list members. The list owner is responsible for determining what constitutes off-topic or abusive mailings.

Please respect other subscribers of the listserv. Please use this listserv to communicate relevant news, items of interest, and/or inquiries regarding the business of Human Resources to all MLGHRA members. This listserv is not intended to be used as a discussion board. This listserv is not moderated and comments made have no review before being sent to all subscribers. Subscribers are expected to exercise both common sense and courtesy in the messages they transmit over the listserv. Please do not use the listserv to defame or disparage a member of MLGHRA or any other person. Defamatory, harassing, sexist, racist, obscene, discriminatory, retaliatory and other offensive communications are not acceptable. If you disagree with someone else's ideas, please communicate with the other person directly. Please ensure that the messages you post to this list are appropriate for this list.

Do not misrepresent yourself, or in any other way conceal your identity, or post anonymous messages on the listserv.

Do not alter the content or source of a message that has originated from another person's computer with the intent to deceive.

Please use descriptive headings in the subject line for all messages that you post to the listserv. At the end of your messages, attach a standard identifier comprised of a few lines that identify you, your affiliation, and appropriate contact numbers (phone, fax, e-mail addresses). Do not include drawings, pictures, maps, graphics, etc. in the identifier lines since these materials may not be compatible on all systems.

When asking questions, please request that individuals reply directly to you. After all the replies have been gathered, you are encouraged to post a summary to the list. When replying to messages, do not reply to the entire list if a reply is directed at a single individual. Replying to the individual may be more appropriate. Replies of a personal nature should not be sent to the group.

The listserv may not be used to violate any rules of membership in MLGHRA, MLGHRA bylaws, rules and regulations or standards of MLGHRA.

## **Confidentiality of Information**

MMA will not be required to treat any comments as confidential, and may use any postings in its operations or business without incurring any liability for royalties or any other consideration of any kind. All listserv comments may be subject to Maine's Freedom of Access Act or the Federal Freedom of Information Act.

## **Termination; Suspension.**

MMA may, in its sole discretion, at any time and for any reason, terminate the listserv service or replace this technology as applicable, or suspend or terminate any person's privilege to use the listserv. MMA will not assume the expense of either maintaining the listserv or upgrading the technology. Users can unsubscribe at any time according to established procedures.

## **Monitoring and Editorial Control**

The listserv must be used for business purposes only and in accordance with MLGHRA's policies and procedures. MLGHRA reserves the right to remove members from the listserv for violating this agreement. Lists will be periodically reviewed for activity and continued conformance to the current listserv policies.

If any person believes they may be harmed by comments on the listserv that may be defamatory or disparaging, such person may contact the President of MLGHRA to report the violation and request to be unsubscribed from the listserv. Including website links in emails is particularly risky. The MMA strongly encourages MLGHRA members to check emails personally before including web links in emails, or to avoid the practice altogether.

MMA does not regularly monitor the listserv, nor does it vet comments prior to, or after, being posted. While MMA reserves the right to remove any user who violates the established Rules of Participation of the MLGHRA, MMA has no obligation to do so. This obligation belongs to the operating board of the MLGHRA.

## **Disclaimer and Limitation of Liability**

Use of the listserv by MLGHRA, its members or any third party recipient, or any of the content contained within it is at will and at one's own risk. MMA is not responsible for the information posted to the listserv. MMA disclaims all warranties with regard to information posted on this listserv, whether posted by MMA or any third party.

MMA is not liable for any direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, arising from the listserv or any comments on the listserv. MLGHRA shall indemnify and hold the MMA, its employees and agents, harmless against any and all actions, proceedings, claims or demands and all costs, damages and expenses including defense costs and attorneys' fees which may arise by reason of any action or lawsuit taken or filed as a result of or in relation to any services provided by MMA, including the listserv, pursuant to this agreement and any and all other current agreements.

MLGHRA reserves the right to modify or change the rules to maintain the best interests of MLGHRA.