

Client listserv terms and conditions

[Note: We recommend that you post these terms and conditions on your website and include a link to them in the email confirming acceptance to the listserv. Proposed language for insertion into the email follows:

Please review Client's listserv terms and conditions [insert link], which set out expectations and procedures for the listserv. By accessing or participating in the listserv in any way, you agree to be bound by these terms.

We also suggest highlighting the key terms in the email, perhaps at the bottom in a standard disclaimer paragraph as follows:

Client has full discretion to approve and terminate listserv membership and access. You may not post any prohibited content or share listserv postings without express permission from the author. Client is not responsible for listserv content or your use of that content. See our listserv terms and conditions [insert link] for further information.]

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Welcome to Client's listserv. We created our listservs to advance our mission of _____. The listservs also serve as a forum for _____ to freely and civilly share questions and resources related to _____.

The following terms and conditions ("Terms") apply to all participants and communications shared on any Client listserv. We created these Terms to set the foundation for the community we hope to build. By accessing or participating in the listserv in any way, you agree to be bound by these Terms.

If you have questions about the Terms, please contact us at _____@_____.org.

Membership

Client has full discretion to select listserv members and provide access. Only _____ are eligible to become members. [_____ may not become members, except for _____ that Client may admit at its discretion. Please notify us as soon as possible if _____ after joining the listserv.]

To join a listserv, follow the instructions set out on our Listserv page [insert link]. We may ask potential members to provide references or other information prior to approval.

If you would like to be removed from the listserv, please contact us as _____@_____.org.

How to post

Following approval by Client, new members will receive an email confirming acceptance to the listserv, which will contain the listserv's unique email address. To post to the listserv, send an email to this address with an appropriate subject line and the content of your post in the body of the email. Your email will automatically be distributed to all of the listserv's members.

User identification

When posting to the listserv, please clearly identify yourself with your full name and any organization affiliation in the body of the email at the bottom of the message.

User content

Client moderates listserv content but does not screen individual emails before they are distributed to listserv members. To that end, you alone are responsible for your content. We ask that you post in a respectful, professional, inclusive, and courteous manner, and respect the right of members to have different opinions.

Please ensure that any content you provide or post to the listserv is accurate to the full extent of your knowledge. You represent and confirm that you own or have the necessary rights to post content.

Use of content

By sharing content on the listserv, you grant Client a license to use, store, reproduce, and distribute the content through the listserv. You also acknowledge that you are not entitled to compensation in respect of such use, storage, reproduction, or distribution.

No warranties

Client is not responsible for and does not guarantee the accuracy, quality, or reliability of any content posted on the listserv.

With the exception of content posted by the listserv moderator or other Client staff, content shared on the listserv does not reflect the views or opinions of Client.

Prohibited content

This listserv is a space for supportive and constructive conversations that often occur around sensitive issues, and we aim for members to feel comfortable asking questions and participating in discussions. Please do not post any content or attachment that:

- is disrespectful, abusive, threatening, libelous, defamatory, obscene, or pornographic
- harasses or discriminates on the basis of race, religious creed, color, national origin, disability, sex, gender identity, gender expression, age, sexual orientation, or other characteristic protected by the law
- reveals confidential information, including client information
- is misleading or intentionally erroneous
- advertises or solicits funds, goods, or services, including legal services
- advocates or encourages conduct that could constitute a criminal offense
- gives rise to civil liability, breaches any contract or policy by which you are bound, or otherwise violates any privacy, intellectual property, employment, or other applicable laws or regulations
- [encourages support for any particular political candidate or position, or is otherwise politically motivated]

Membership list

Please do not use the listserv to gather members' email addresses to distribute unsolicited commercial email.

Use of information

Client does not share or sell information about listserv members to third parties.

Sharing content

Please do not forward or distribute posts or copies of posts, in whole or in part, from the listserv without express permission from the original poster and others on the email thread, unless the email specifically provides permission to share the post with wider networks (such as action alerts, job postings, or training announcements). Please do not attribute any listserv posts or extracts from posts by name or forward email messages addressed privately to specific individuals without the author's permission. When copying an individual who is not a listserv member, please state in the body of your post that a non-listserv member has been copied.

No responsibility for subsequent actions or decisions

Client is not responsible for any decisions or actions you may take based on listserv content. You are responsible for making your own evaluations of listserv content and for the outcomes and consequences of relying or acting upon listserv content. We make no representations or recommendations about the accuracy or applicability of any listserv content.

Complaints

Please direct complaints about listserv content or a listserv member's behavior to [_____]. Do not post complaints on the listserv. Client will keep confidential all communications with any members submitting complaints or who are the subject of complaints.

Intervention

We have no obligation to but may in our sole discretion intervene in response to any violation of these Terms. Interventions include, without limitation, requesting corrective action to the offending behavior, temporarily suspending a listserv member's access, or terminating a user's membership.

Availability of service

Availability of this listserv is not guaranteed. We may in our sole discretion discontinue the listserv at any time, without prior warning.

Listsर्व security

We take reasonable precautions to host and maintain the listserv in a secure manner and to safeguard data from unauthorized use. We cannot, however, ensure the security of any information you transmit to the listserv; you do so at your own risk.

Limitation of liability

We will not be liable to you for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to these Terms, even if Client has been apprised of the likelihood of such damages. In no event will Client be liable to you for damages arising out of or relating to your inability to access the listserv, or any decision or action you may take based on listserv content.

Changes

Client reserves the right to modify or revise these Terms at any time in its sole discretion without notice. You agree to be bound by such modifications and revisions.

Governing law

These Terms will be governed by California law.