



## COMPLIANCE COMMUNITY LISTSERVER TERMS AND CONDITIONS

The Compliance Community listserver is provided by TMA as a service to the TMA members.

Being a part of a listserver requires a certain amount of social consideration. Please observe mailing list etiquette as listed below and remember that your messages will go out to dozens of recipients. TMA hopes that you will find this listserver friendly and useful. We encourage you to take advantage of it to communicate with your peers.

### Purpose and Policy

This is a forum provided by TMA to broaden the community of expertise and support for professionals working in a monitoring environment. The purpose of the listserver is to promote the exchange of ideas and to facilitate networking amongst colleagues in the industry.

It is the position of TMA that topics, projects, and discussions brought forth by this listserver are not actionable issues. The Compliance Community is a forum in which professionals can meet for discussions, not submit issues to TMA for action. Please help ensure that the Compliance Community listserver is a positive experience for all subscribers by letting us know if you find content that violates our rules.

### Contact Information

If you have technical difficulties, problems, questions, or concerns with the listserver, do not post to the entire listserver. This is considered rude behavior to fellow subscribers. Should you have any questions or need to report a problem, please call TMA at 703-242-4670 or email [techadmin@tma.us](mailto:techadmin@tma.us).

To remove yourself from the list, click on the unsubscribe link in any Compliance Community email message or contact TMA at [techadmin@tma.us](mailto:techadmin@tma.us).

### Listserver Etiquette

Listservers are interactive e-mail distribution lists. When you send a message to [tmacompliance@talk.netatlantic.com](mailto:tmacompliance@talk.netatlantic.com), the message goes to all the individuals on the list.

1. When ending your message, identify yourself by including your name and email address so that other subscribers know who you are and can contact you in relation to your message. (Company contact information, if you choose to give it, can also be helpful).
2. This listserver is set to respond to the entire group when you press REPLY on your e-mail service. If you want to reply to only the person who sent a particular message, you will need to copy that person's e-mail address and create a new message. Please take the time to consider if you want to send the message to one person or to hundreds. If you have a private reply, please address it directly to the original sender.
3. Avoid sending "me too" messages. These block up mailboxes and offer little insight to industry issues. If you agree with someone else's message, please send them a reply individually.

4. Use attachments only when necessary! Be aware that some subscribers may not have the capabilities to open or read your attachment. Attachments may also block your message through firewalls, and block up slow running systems trying to download them.
5. Sending a message in all capital letters (UPPERCASE) is considered shouting. Be aware that this can be offensive and difficult to read.
6. If you are unsure about whether or not a message you want to send is appropriate, send it to [membership@tma.us](mailto:membership@tma.us) first. Your message will be reviewed and you will know if your question or comment is going to the right audience or if it may break one of the listserver rules.

### **Special Note on Price Fixing**

Compliance Community subscribers may not encourage or facilitate any discussion concerning pricing or price fixing. Messages that violate this condition include but are not limited to: prices; discounts; terms or conditions of sale; salaries; profits; profit margins; market shares; allocation of customers or territories; or termination of customers or suppliers. TMA publishes a wage and compensation document; for more information on salaries, please contact TMA directly at [education@tma.us](mailto:education@tma.us).

### **Subscriber Usage Obligations and Limitations**

1. You agree that you will not post any messages that expressly or implicitly encourage or facilitate members to arrive at any agreement which either directly or indirectly may lead to price fixing, a boycott of another's business, or other conduct which may illegally restrict free trade. These communications are for the purpose of sharing information and improvement of the profession in accordance with and recognition of the antitrust provisions so that they do not establish agreements or limitations on services or products and prices and salaries. Please note that messages responding to emails that break this rule are also in violation and are subject to the same repercussions.
2. You agree to only post messages that are relevant to the listserver. Do not send personal, commercial, or self-promotional postings. No entity other than TMA may post messages advertising fee-based services or products on the Compliance Community.
3. You agree to stay on topic. If you constantly stray from the topic you may be moderated or removed from the Compliance Community listserver membership.
4. You agree not to post anywhere on or through this site:
  - a. any message or material containing or otherwise using obscene, abusive, offensive, libelous, defamatory, fraudulent, harassing or hateful language (also known as flaming);
  - b. any message or material that is pornographic or that appears intended to offend or demean members of particular racial, ethnic, religious, sexual orientation, and/or gender groups;
  - c. any message or material that appears likely to violate patent, copyright, trade secret, trademark and/or privacy laws or rights;
  - d. any message or material that is known or should be known to contain a computer virus, worm, or other content that may harm the equipment or networks of other Compliance Community users;
  - e. any message or material that appears intended to impersonate an individual, business, or entity other than its actual sender;
  - f. any message or material that may be construed to constitute unauthorized advertising or invasion of anyone's privacy; and
  - g. any message or material that may encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation.

5. You agree to use the Compliance Community listserver only for lawful purposes that do not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party except with the permission of the owner of such rights.

6. You may not use the listserver as a means of obtaining email addresses or contact information in connection with the sending of third-party emails, whether commercial in nature or not. This prohibition includes the sending of mass mailings to Compliance Community subscriber email addresses without the individual subscriber's consent and the sending of unsolicited messages through an outside service to implicate the Compliance Community listserver. You may not add or subscribe Compliance Community listserver members without their permission. The Compliance Community Listserver may not be used for surveys or polls without the express permission of TMA.

7. You may not use the Compliance Community listserver solely for the purpose of storing and archiving files.

8. You agree to receive messages from other Compliance Community listserver users.

9. You agree to be courteous toward other users and respectful of their views and opinions. All subscribers will treat each other professionally in all messages sent through the Compliance Community listserver. You may not engage, contribute, or perpetuate personal attacks on businesses, organizations, or other listserver members.

#### **Disclaimer**

This listserver is provided by TMA, but it is not an actively monitored listserver. This means that TMA will not prescreen postings and will have no duty to exercise editorial control over postings. However, in the event that any inappropriate posting(s) are brought to TMA's attention, TMA will take appropriate action and reserve the right to terminate access to the listserver by any individual who does not follow the above listed guidelines. TMA may terminate discussion on any topic should it be determined that the discussion is off-topic or violates any of the listserver terms and conditions. TMA are not responsible for any opinions, information, or warranties posted on this site by others. In no event shall TMA be liable for any direct or indirect damages alleged to result from or be connected with the use of the Compliance Community listserver, including (but not limited to) reliance upon any information posted on this site. Your use of the Compliance Community listserver is solely at your own risk. The service is provided on an "as is" and "as available" basis.

The Compliance Community listserver owner makes no warranty that:

1. the services will meet your requirements;
2. the service will be uninterrupted, timely, secure, or error free;
3. the information obtained from the use of the service will be accurate or reliable;
4. the quality of any content provided will meet your expectations; or
5. any errors in the software will be corrected. Any materials downloaded or obtained through the Compliance Community listserver is done at your own discretion and risk. You will be solely responsible for any damage to your computer system or the loss of data that results from the download of any such material.

You expressly understand and agree that the Compliance Community listserver owner shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses resulting from:

1. the use or inability to use the service;
2. unauthorized access to or alteration of your transmission;
3. statements or conduct of any third party on the service; or

4. any other matter relating to the Compliance Community listserver service.

**Indemnity**

You agree to indemnify and hold the Compliance Community listserver owner and their subsidiaries, affiliates, officers, agents, and employees harmless from any claim or demand including reasonable attorney's fees, made by any third-party due to or arising out of content you submit, post, transmit, or make available through the Compliance Community listserver service, your use of the service, your connection to the service, your violation of the terms and conditions, or your violation of the rights of others.

**Right to Terminate**

The Compliance Community listserver owner reserves the right to remove or refuse any content that is determined to be inappropriate, in violation of our rules, subjects TMA to liability, or is considered to be potentially illegal. The Compliance Community listserver owner may terminate or remove a listserver subscriber from list membership immediately and without notice if it is determined, in their sole discretion, that the subscriber acted inconsistently with the spirit or the letter of the Compliance Community Listserver Terms And Conditions or the list rules and conduct, or if the listserver owner believe that you have violated or tried to violate the rights of others.

**Right to Change Terms and Conditions**

The Compliance Community listserver owner may add new terms and conditions, or modify or delete existing terms and conditions, at any time, by publishing a revised Compliance Community Listserver Terms and Conditions on the TMA website.