



NATIONAL ASSOCIATION OF  
STATE MOTORCYCLE SAFETY ADMINISTRATORS

### **Participation in the SMSA Listserv**

The National Association of State Motorcycle Safety Administrators (SMSA) member email list server (Listserv) was established to provide a private forum for members to share and exchange information on furthering state motorcycle safety and rider education efforts. Participation in the member Listserv is a privilege and open only to SMSA members in good standing.

The SMSA member Listserv is a private forum and is moderated to ensure content is appropriate and relevant to the administration of motorcycle safety programs. The SMSA member Listserv is hosted as a courtesy by Oregon State University (OSU). OSU has its own Mailing List Policy that is available at <http://is.oregonstate.edu/it-infrastructure-services/net/network-info-policies/osu-mailing-list-policy>.

### **SMSA Listserv Terms of Use**

SMSA establishes these Terms of Use to govern the operation of the SMSA member Listserv and to comply with the Mailing List Policy of Oregon State University. The Listserv is intended to promote the open exchange of ideas and information to promote the mission, vision and goals of the SMSA in a manner consistent with these SMSA Core Values:

1. Respect the diversity of our members and partners;
2. Collaborate with our members and partners;
3. Provide opportunities for open communication between our members and partners;
4. Operate in an ethical, professional and transparent manner;
5. Operate in a fiscally responsible manner;
6. Build trust and confidence by committing to excellence; and
7. Promote evidence-based practices and approaches.

By subscribing to the SMSA Listserv, you agree to be bound by these Terms of Use in their entirety. The SMSA reserves the right to change these Terms. The most current Terms of Use are available to all members in the Members Only Section of the SMSA website, [www.smsa.org](http://www.smsa.org). Members will be notified when changes to the Terms of Use are made. Your continued use of the Listserv constitutes agreement to the Terms of Use in effect at that time. A Listserv User may terminate their own use of the Discussion Group at <http://lists.oregonstate.edu/mailman/listinfo/smsa>.

The SMSA monitors and moderates the listserv to ensure adherence to the Terms of Use. The SMSA reserves the right to temporarily or permanently discontinue the operation of the Listserv with or

without notice. The SMSA will not be liable to a Member or any third party for any modification, suspension, or termination of the list.

### Listserv Guidelines

As with any community, rules and guidelines are needed to define appropriate behavior on e-mail discussion lists. The SMSA member Listserv must be used in a manner consistent with the SMSA Core Values. Users are urged to adopt these practices:

- Unless your identity is otherwise apparent from your posting, include a signature tag on all Posted Material. Include your name, affiliation, location, and e-mail address.
- Assume that the world could see your Posted Material and identify it with you.
- State clearly the specific topic of the Posted Material in the subject line. This allows users to respond more appropriately and allows for automatic message archiving.
- Posts to the Listserv should be constructive in tone. Avoid language that is demeaning or degrading to other members, other individuals or organizations. The discussions on this Listserv are meant to stimulate open conversation, while maintaining respect for the diversity of perspectives, opinions and ideas within the motorcycle safety community.

### Prohibited Communications

The following behaviors are specifically prohibited on the SMSA Listserv. SMSA may suspend or terminate users who engage in any of the following behaviors:

- Any communication of a derogatory, demeaning or attacking nature toward another member, other individual or organization;
- Posting to the Listserv any false, defamatory, libelous, obscene, pornographic, profane, harassing, hateful, abusive, threatening, harmful; including without limitation viruses, corrupted files, spam, or any other similar software or programs or unlawful materials. The author and participants of such comments or harmful acts shall be held liable for any consequences.;
- Using the information contained in exchanges on the listserv to the detriment of another Listserv User or any other Member;
- Posting promotional statements or materials of any kind to solicit business or engage in buying and selling of goods, services, programs, or activities except for statements or materials announcing or soliciting participation in SMSA-sponsored programs or activities;
- Using defamatory, abusive, profane, threatening, offensive language; or
- Posting of illegal or copyrighted materials. Please note: SMSA will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2) ("DMCA"). Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted to SMSA Office or
- Using the Listserv in any manner that violates any applicable laws or regulations;

If you do not understand or have questions about any of these Terms and need clarification, contact the SMSA Office.

In the event that any inappropriate posting is submitted to the Listserv, the SMSA, in its sole discretion, may take any and all appropriate action. As the moderator, the SMSA reserves the right to block any inappropriate communication as defined by these Terms. The SMSA reserves the right to suspend or terminate access to any Listserv user who does not abide by these Terms of Use, after written notice, and reserves the right to suspend or terminate access to any user not in good standing with SMSA.

A member whose access to the Listserv is suspended or terminated by the SMSA may appeal that decision to the SMSA's Executive Committee. The appeal must be submitted in writing to the SMSA Office no later than ten (10) business days after the termination of access rights. The SMSA Executive Committee will review the appeal and may interview parties or request information in order to reach a decision. The decision of the Executive Committee is final.

The views expressed through the discussion group are those of the site user expressing them, and do not necessarily reflect the views of SMSA. SMSA shall not be liable to you or any third party for any loss of profits, loss of use, interruption of business, or any direct, indirect, incidental or consequential damages of any kind, even if SMSA was advised of the possibility of such damages or was negligent.

#### Indemnification

SMSA's liability is limited to the greatest extent permitted by law. The Listserv User agrees to indemnify, defend and hold SMSA and its officers, directors, employees and agents harmless against any and all claims, losses, liabilities, damages, disputes and attorney's fees (collectively, "Losses"), arising from your use of the Listserv or your breach of these Terms of Use, including without limitation Losses arising from your posting of and/or use of Posted Material.

If you do not agree to these Terms of Use, please contact the SMSA Office to be removed from the SMSA member Listserv.