



## **APRA Discussion Forum Rules of Conduct**

Please read the rules governing the use of the APRA Discussion Forums before participating. Your use of the discussion forum will constitute your agreement to comply with these rules. Forum discussions are confidential to the Discussion Forum and are for ***Members Only***.

The Discussion Forums are monitored to ensure that discussions remain within the bounds of the rules described below. These rules may be modified from time to time by the APRA Information Resources Committee and/or APRA Board of Directors.

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## **ACCESS AGREEMENT FOR APRA DISCUSSION FORUMS**

### **Introduction**

Welcome to the APRA Discussion Forums. As a condition of access, APRA requires that any computer user wishing to participate in any manner in the Discussion Forums comply with the Rules and other terms of this Agreement. Your continued access to the Discussion Forums is contingent upon your acceptance and compliance with the Agreement. An instruction screen at the end of the Agreement will explain how you may acknowledge your acceptance. After you have entered into the Agreement, you may participate in the Discussion Forums.

If you have any questions about the Agreement, please let us know. You may reach us as follows:

APRA Headquarters  
401 N. Michigan Avenue  
Chicago, IL 60611 USA  
Phone: (312) 321-5196 Fax: (312) 673-6966  
E-mail: [info@APRAhome.org](mailto:info@APRAhome.org)

### **Rules**

1. The Discussion Forums of the APRA website are provided as a service to users. Any information posted by members must be related to the purposes of APRA.
2. Discussion material is for your personal use only. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution or otherwise of the material contained in the forum.

3. Users shall exercise both common sense and courtesy when transmitting messages. Users shall not use the Discussion Forums to transmit defamatory, disparaging, obscene or offensive materials or communications to anyone.
4. Users are prohibited from uploading or distributing articles, files, or other information subject to trademark, copyright, or other proprietary rights except with the express consent of the owner of the rights. You are responsible for ensuring that any material you post to the Discussion Forums does not violate or infringe upon copyright, patent or trademark of any other personal or proprietary rights of any third party, and is posted with the permission of the owner of such rights.
5. Users are prohibited from accessing the Discussion Forums to communicate with competitors about prices, pricing procedures, or terms of service or otherwise communicate in a manner that may violate federal or state antitrust laws. Since Web site communications may be downloaded without the knowledge of the sender, users should fully understand the antitrust laws as they apply to agreements among competitors and act in strict compliance with those laws.
6. No obscene language or material that is libelous, abusive or hateful is permitted.
7. Information posted in the Discussion Forums will be treated as confidential between the discussion forum participants. Responses to discussion topics are not to be relied on as professional opinions or consultations.
8. The Discussion Forums are not to be used to conduct any other activities that may be illegal. For example, the Forums shall not be used to encourage software infringement, spreading of computer viruses, breaking into private computer forums, gambling, or other crimes.
9. The Discussion Forums are not to be used in a manner that violates the bylaws or any other policies, procedures, rules or regulations of APRA.
10. Respect the security of the Discussion Forums. Users shall not attempt to gain access to areas private to APRA or its members.

### **Limitation of Liability and Indemnity**

APRA makes no warranty, guarantee, or representation as to the accuracy or sufficiency of the information posted in the Discussion Forums and assumes no responsibility or liability in connection with the use or misuse of such information. **NEVERTHELESS, APRA RETAINS THE RIGHT TO MONITOR POSTED INFORMATION AND REMOVE MESSAGES OR MATERIALS THAT IT BELIEVES ARE NOT IN THE BEST INTERESTS OF APRA.**

**USERS HAVING ACCESS TO THE DISCUSSION FORUMS SHALL INDEMNIFY AND HOLD APRA HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO ANY ACTS OR OMISSIONS BY USERS OR TO MATERIALS OR INFORMATION TRANSMITTED BY USERS IN CONNECTION WITH THE USE OF THE DISCUSSION FORUMS.**

### **Choice of Law**

This Agreement shall be governed in all respects by the laws of the State of Illinois irrespective of its choice of law rules. In addition, members consent to be subject to the exclusive jurisdiction of the state and federal courts of Cook County, Illinois in the event of any dispute between the parties.