

MPA Social Media/Listserv Policy

First and foremost, public social networks are not private. Some may be open only to invited or approved members but even then, users should not expect privacy among the members. If you choose to participate on such Forums, assume that anything you post will be seen, read, and open for comment. Anything you say, post, link to, comment on, upload, etc., can and may be used against you by your peers, colleagues, employer, potential employers, fellow members, and so on.

The American Psychological Association Practice Organization (APAPO) provides the electronic mailing lists for MPA, and other state associations, without charge as a public service. In other words, MPA's MARYLAND listserv is "hosted" by APAPO servers. As such, MPA and all participants must adhere to APA's specific guidelines in order to remain a part of these services, particularly as applies to posting advertising, full-text articles, political endorsements, and discussions not appropriate to the tax status.

As a 501(c)(3) organization, APA must adhere to certain laws and regulations. Failure to do so could affect APA's tax-exempt status. Official actions by the APA can be reviewed by the IRS and held against us. Therefore, APA must, to the extent it can, monitor and control those actions that could be found to be illegal.

These guidelines apply to all MPA social networking Forums, which could include but are not limited to: listservs, Facebook, YouTube, MySpace, Twitter, Ning, Flickr, blogs, Skype, del.icio.us, LinkedIn, social bookmarking, wikis, vlogs, Google Groups, Vimeo, SlideShare, etc. (collectively "Forum" or "Forums").

Only those Forums created by MPA are official Forums of MPA. Any other Forums containing MPA division logos or purporting to be an official MPA Forum should be reported to the MPA Central Office immediately.

1. All official Forums must be monitored by an administrator, designated by MPA, who has the authority to remove content and/or people who violate these guidelines.
2. Forums must not be used for illegal purposes, including but not limited to defamation, violation of intellectual property laws, violation of antitrust or unfair competition laws or violation of criminal laws.
3. Forum participants must not intentionally interfere with or disrupt other Forum members, network services, or network equipment. This includes distribution of unsolicited advertisements or chain letters, propagation of computer worms or viruses, and use of the network to make unauthorized entry into any other machine accessible via a Forum.
4. Copyright – Referring to an article or news item with typical reference citations, providing a brief quote, or offering a link to legitimate online published content is permissible; members should not post a full-text version of published material to a Forum.
 - Not infrequently a Forum member wants to tell others about an article or news item related to the issues discussed on the Forum. However, posting the entire article to the Forum, without the permission of the author or publisher, results in a prima facie case of copyright violation. While there can be defenses to a claim of copyright infringement where the purpose of copying is clearly not for commercial purposes (e.g. "fair use" or academic teaching exceptions), those defenses are complicated, have been construed differently in different jurisdictions and are not necessarily applicable to Forum distribution.
6. Defamation and libel – In exchanges on a Forum and when referring to others, avoid personal attacks and characterizations that question a person's motives or qualifications.
 - Sometimes a robust debate about ideas spills over into attacks on the proponents or opponents of the ideas. Forum members need to be reminded that a false statement that harms someone's reputation

can be actionable as libel. There is a substantial difference between disagreeing with how someone did their research or treated a patient and accusing the person of fraud or incompetence. Because negative statements that impugn someone's professional qualifications can cause substantial economic and emotional harm, this is an area for careful scrutiny. Keeping criticism on an objective basis that is factually verifiable and skipping personal commentary about character, competence or motive minimizes legal risk.

7. Antitrust concerns – MPA by its nature is subject to antitrust issues. Discussions about rates charged, efforts to exert collective pressure on payors, terms of contracts with insurance companies, internship salaries, etc, all are prohibited.
 - The antitrust laws are broad and complex but on a very basic level they operate to prohibit and even in some cases criminalize certain anticompetitive agreements between competitors. A professional association like MPA is almost by definition a group of competitors that has come together to pursue common interests. Where those common interests involve agreements on such terms of competition as rates charged, salaries paid, standards applicable to members of the profession, and other issues of the marketplace, the antitrust laws apply. Forums provide a written record of statements that can create an antitrust risk even when there is no anti-competitive intent.
8. Commercial Postings - Forums may not be used for commercial purposes. "Commercial" in this context means communications whose primary purpose is to advance the business or financial interests of any person or entity, or otherwise to promote a financial transaction for the benefit of the author directly or indirectly. Examples of prohibited communications include advertisements for products or services, notices regarding rental of office space, or direct solicitations of Forum members to purchase products or services.
 - The exception to this rule is that MPA may use its officially sanctioned social media Forums to promote its products and services.
9. Political statements affecting tax exemption – Because many of our Forums are hosted by APA, forum exchanges must avoid electioneering or endorsing a candidate for federal, state, or local political office. While using the forum to endorse political candidates in a federal, state, or local election or for commercial purposes likely won't expose a member to personal legal risk, it can jeopardize APA's tax exempt status under section 501 (c) 3 of the Internal Revenue Code. To keep this advantageous tax status, APA cannot ever be involved in or support in any way electioneering or endorse a candidate for federal, state, or local political office. APA must assure that its activities are focused on the scientific, educative, and charitable purposes for which it gained tax-exempt status.
10. Research on Forums: MPA does not endorse or forward requests for research participation to any MPA-approved Forum. Public social networks carry risks and disadvantages for conducting research. Users should be aware of these limitations.
11. Grant of Non-Exclusive License to MPA: By posting content on MPA-approved Forums, participants are granting MPA a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such postings (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed in any manner consistent with MPA's business objectives.

12. Intellectual Property: MPA and our logo are trademarks of MPA. Other trademarks are owned by MPA or its affiliated entities or are used with the permission of their respective owners. You agree not to use or display trademarks without the prior written consent of MPA or the owner of such mark.
13. Disclaimer of Warranties: the use of the Forum is solely at your own risk. MPA expressly disclaims all warranties of any kind with respect to the Forum, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. MPA makes no warranty that the Forum and/or any content therein will meet your requirements, secure, current, accurate, complete or error-free or that the results that may be obtained by use of the Forum and/or any content therein will be accurate or reliable. You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with the Forum is to cease using the Forum.
14. Limitation of liability: you expressly understand and agree that MPA shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data loss, or other losses (even if MPA has been advised of the possibility of such damages) resulting from: (i) the use or inability to use the Forum, (ii) the cost of procurement of any substitute products and/or services resulting from any products, data, information or services obtained or which you were unable to obtain or transactions effected or failed to be effected, (iii) any link provided in connection with the Forum, or (iv) any matter otherwise related to your use of the Forum.
15. Your Conduct: In the event that you upload, post, e-mail or otherwise transmit content, data, information or other materials (collectively, "User Content") for display on a Forum, you will be responsible for all such User Content that you upload, post, email or otherwise transmit using the Forum. Likewise, you are responsible for complying with all third party rights with respect to all such User Content that appears on a Forum and not to download, email or otherwise transmit such User Content in violation of such third party's rights. By submitting User Content to a Forum, you automatically grant, or warrant that the owner of such Content has expressly granted, the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content. You are expressly prohibited from placing any message in any User Content or any product, good or service or otherwise transmitting through or posting on a Forum (including in any e-mail message or any chat or message board posting) any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic or otherwise objectionable material of any kind, including without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law (collectively, "Prohibited Conduct"). Prohibited Conduct expressly includes any transmission to people or other entities on mailing lists that you do not have full rights to use. You agree and acknowledge that MPA is not responsible or liable to you or any other party or user of a Forum for any Prohibited Conduct by you or any other party or user of the Forum. You may not collect or store personal data of other users of the Forum without the prior, written permission of such user(s). You may not directly or indirectly, intentionally disrupt or interfere with a Forum in any manner that may adversely affect MPA or any user of the Forum. You may not upload, post, email or otherwise transmit any material that contains software viruses or any other code, files or programs designed or known to disable, interrupt, or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities.
16. Your Warranties: By your use of a Forum, you represent and warrant that you have all the rights necessary to receive, use, transmit and disclose all data that you use in any way with the Forum. You further represent and warrant that your use of a Forum and of any data input into or generated by a Forum shall comply with

all applicable laws, regulations and ordinances. You agree and acknowledge that you are solely responsible for any liabilities, fines, penalties or forfeitures occasioned by any such violations or lack of rights.

17. Disclaimer of Content: MPA shall have the right, in its sole discretion to review, refuse, monitor, edit or remove any Content and/or User Content that is available on a Forum. MPA expressly disclaims all responsibility or liability to you or any other person or entity for the performance or nonperformance of such Content and/or User Content review. YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME ALL RISK ASSOCIATED WITH THE USE OF ANY AND ALL CONTENT AND/OR USER CONTENT.
18. Links: A Forum may provide, or third parties may provide, links to other Forums or sites. You acknowledge and agree that such links are provided for your convenience and do not reflect any endorsement by MPA with respect to the provider of such link or the quality, reliability or any other characteristic or feature of such link and MPA is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any matter associated with the link, including without limitation, the content provided on or through any such link or your reliance thereon. MPA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINK. YOUR USE OF ANY LINK IS SOLELY AT YOUR OWN RISK. In addition, you should be aware that your use of any link is subject to the terms and conditions applicable to that link, including the privacy policies (or lack thereof) of such link.
19. You understand and agree that MPA under the auspices of the Board of Directors may from time to time establish and revise practices, procedures, and limitations concerning the Forums and your use of the Forums.