Introduction

The Yale College Class of 1965 provides an online discussion forum as a service to its Members. All ’65 Classmates having email accounts, or who can access the internet, are welcome to participate. Membership is for ’65 Classmates only. This forum is based on Google Groups technology. And while it is the successor to the listserv formerly maintained for the Class by the Yale Alumni Association, its scope extends beyond the original listserv in both content and function.

The Discussion Group has greater levels of security and more capabilities than the listserv, including the ability to transmit hyperlinks, photos, PDFs and other attachments. To facilitate constructive communication, the Managers of the Discussion Group, with the approval of the Class Council, have adopted basic guidelines and policies, which follow. By accepting Membership in this Discussion Group, ’65 Classmates agree to be bound by the following guidelines, practices and policies.

Notice

Participation in this Discussion Group is a privilege, not a right, reserved solely to members of the Yale College Class of 1965. It is solely intended to foster communication and camaraderie among
classmates. By reading or posting content on this Discussion Group, you agree to follow societal norms for respectful dialogue and to not use it for personal gain or any illegal purpose. If you do not follow these principles, your privilege to participate in this Discussion Group may be temporarily suspended or permanently revoked by the Class Council or the Discussion Group Managers, following seven calendar days’ written notice to you. Further, the Class Council or its designated Manager(s) of the Discussion Group may immediately suspend your participation and take down any alleged offensive material, pending final determination.

A. Definitions

The following terms shall have the indicated meaning.

(1) Agreement. “Agreement” shall mean this Yale College Class of 1965 Terms of Use Agreement.

(2) YAA. “YAA” means the Yale Alumni Association.

(3) Class. “Class” means the Yale College Class of 1965.

(4) Class Council. “Class Council” or “Council” mean the executive committee of the Class responsible for the governance of the Class, in accordance with YAA guidelines, comprising the Class Secretary and Class Treasurer elected periodically by the Members of the Class, and the other Members of the Class appointed by those officers to serve on the committee.

(5) Content. “Content” means all text, images, hyperlinks, data, information, comments, opinions, works of authorship, postings, messages, files, photos, e-mail, or other materials that you post to the Discussion Group.


(8) Group. “Group” means the Discussion Group.


(10) Members. “Members” means registered members of the Discussion Group.


(12) Post. “Post” means to upload, provide, make available, or otherwise transfer Content to the Discussion Group.
(13) Prohibited Conduct. “Prohibited Conduct” means the conduct described in Section I of this Agreement.

(14) Prohibited Content. “Prohibited Content” means the Content described in Section J of this Agreement.

(15) Services. “Services” means the Discussion Group and its applications, operations, or platforms.

(16) We, Us. “We” and “Us” mean the Class Council and the Managers of the Discussion Group.

(17) Users. “Users” means all Class Members who use the Discussion Group.

(18) You, Your. “You” and “your” mean the Members of the Class who participate in the Discussion Group.

B. Acceptance of Terms

Participation in the Discussion Group is a privilege. By participating, you agree to abide by the Discussion Group terms and policies outlined as follows. If you cannot agree to those terms and policies, please do not participate.

Please read these terms of use before accessing or participating in the Discussion Group. The terms are an enforceable agreement between the Class and you, as a participant in the Discussion. By accessing and using the Discussion Group, you acknowledge that you have read the Agreement and agree to be bound by it and to comply with these terms and conditions of use. If you do not, you are not authorized to participate in the Discussion Group. The Class Council reserves the right to modify these terms or revise these policies at any time, in its sole discretion, and will publish notice of any such modifications or revisions on the Discussion Group. Any revised terms or policies are effective immediately upon posting. By continuing to participate in the Discussion Group, you agree to be bound by and to comply with them.

C. Privacy and Security

The Class Council has taken reasonable precautions to secure the personal information available through the Discussion Group. The Discussion Group is password protected to allow access by registered users only. We make reasonable efforts to limit access to Members of the Class, and to prevent search engines from indexing the Group. Although this precaution should help to protect any personal information available through the Group from abuse or outside interference, a certain degree of privacy risk is faced any time information is shared over the internet. So, we have provided you with the option to suppress
D. Policy and Guidelines for Participation in the Discussion Group

Unauthorized copying, reproduction, republishing, uploading, downloading, posting, transmitting, or duplicating of any material is prohibited. You may download or copy any downloadable materials displayed for home, noncommercial, and personal use only; provided, however, that you maintain all copyright, trademark, and other notices contained in such material, and you agree to abide by all additional copyright notices or restrictions contained in any material accessed through the Discussion Group.

Information and communications available through the Discussion Group may be used for personal and Class-approved purposes only. Use of such information or communications for any commercial, public, or political purposes is strictly prohibited. Prohibited activities include, but are not limited to, activities or use that are: (1) illegal or fraudulent; (2) inaccurately implies endorsement, approval, or sponsorship by the Yale College Class of 1965, Yale University, or the YAA (or any individual officer thereof); (3) can be confused with official communications of the Yale College Class of 1965, Yale University, the YAA, or their officers; (4) print or electronic mass mailings, solicitations for commercial services, or cold-calling. The Managers may deny further access to the Discussion Group to those who engage in such practices.

User accounts may not be shared, transferred, or sold to other parties, nor are they to be commissioned for use or access by any person or party except the registered Member. Users shall not restrict or inhibit any other user from enjoying participation in the Discussion Group.

Neither the Class, Yale University, nor the YAA is responsible for screening communications in advance. If the Class Council determines that a user’s participation creates a risk of liability for the Class, Yale University, or the YAA, or that the user has violated the policies described here or any applicable laws or regulations, the Class reserves the right, in its sole discretion, to expel a user and deny further access to the Discussion Group.

E. Discussion Group Policies

Members are solely responsible for all text, images, data, information, comments, opinions, works of authorship, postings, messages, files, photos, e-mails, hyperlinks, or other materials (“Content”) that you upload, provide, make available, or otherwise transfer (“post”) to the Discussion Group. Neither the Yale College Class of 1965, its Class Council, the YAA, nor Yale University is responsible for the
Content posted, and will not routinely monitor Content [SEE: Sec. G, following]. So, it is essential that participants report any abuses or misuse of the Discussion Group to the Managers of the Discussion Group. The Class Council and the Managers, in their discretion, reserve the right to edit, reorganize or delete any postings from the Discussion Group and to suspend or remove participants, as described below.

Distribution or posting of Prohibited Content, as described in Section J below, will constitute a violation of these policies. Members shall also refrain from sending personal communications to Members that were not intended for posting to all Members of the Discussion Group. Determination of whether specific postings violate these policies shall be at the sole discretion of the Class Council and the Managers. Further, the Class Council and the Managers reserve the right to expel a Member who engages in these or similar practices and to deny him further access to the Discussion Group.

F. Postings and Submissions

As a Member, you may submit Content to the Discussion Group. We do not claim ownership in any Content that you post. We have the right to use such Content in connection with the Discussion Group. By posting any Content, you hereby grant to the Class an unrestricted, royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to link to, use, reproduce, transmit, modify, adapt, publish, display, perform, distribute, and translate any such submitted Content.

The Discussion Group also contains Content provided by us. We own and retain all rights therein. We grant you a limited, revocable, non-sublicensable license to download, view, copy, and print such Content solely for your personal use in connection with your participation in the Discussion Group. You agree that any Content submitted by users of the Discussion Group represents the opinions of the Content’s author and are not statements of advice, opinion, or information of the Class, Yale, or YAA. We are not responsible for Content from other users and third parties made available to you; we make no guarantees about the accuracy, currency, suitability, or quality of the information in such Content, and we assume no responsibility or liability arising from Content made available by other users and third parties, or from your interactions therewith. You agree that you will not use any information obtained from the Discussion Group to harass, personally insult, abuse, or harm another person; and you will not contact, advertise to, solicit, or sell such information to any user without their express prior consent.

G. Content Monitoring

You acknowledge and agree that the Class has the right, but not the responsibility, to monitor all use of the Discussion Group to the extent permitted by applicable laws, rules, or regulations. Neither the Class, Yale, nor the YAA is a publisher of user-generated Content, or of any Content that may be available through such Content, and, with regard to such Content, is acting solely as an internet service provider. Neither the Class, Yale, YAA nor any Yale-affiliated entity screens, approves, reviews, or endorses any such Content.
The Class and the Managers, in their discretion, reserve the right to review any Content and to refuse to post, to delete, to take down or remove, any Content, in whole or in part, that they judge to be in violation of the terms. Further, any use in violation of this Agreement, as judged by the Council or the Managers, may result in termination or suspension of your rights and privileges of use.

H. Discussion Group Etiquette

Remember you are interacting with people. Sometimes, seeing only text on a computer screen can provoke Members to excessive or emotional responses, leaving Members angry and hurt. When communicating through the Discussion Group, try to imagine yourself as having a face-to-face conversation with another Member or Members in a crowded room. In all Discussion Group situations, cursing, personal insults, harassment, and abuse are not appropriate and unacceptable. Please keep debate civil, and keep it a debate, not a slanderous brawl.

Please differentiate between public and private messages. The Discussion Group is a private-group conversation. Personal messages should be sent outside of the Discussion Group, addressed via email to the intended Member recipient(s) only. If you receive a posting that you want to share with someone who is not a Member, please first contact the Member author to ask permission to distribute the message beyond the Group.

Please enter descriptive subject lines for your posts. These should reflect the key content of your message. If you include a link to an external destination, indicate the content of the link and its purpose.

When replying to a Member’s post, it is helpful to shorten the original message, by sending only a few summarizing lines from the original message. The reader will thus quickly recognize the subject. Resending long emails may be unwanted by the receiver, and can overload some Members’ email accounts.

Sign your postings. It is good practice to include your name at the end of each message.

Be cautious with communicating humor and sarcasm through Discussion Group posts. Humor can easily be misinterpreted as insult, especially if subtle. It is safest to alert Members to any satirical messages.

I. Prohibited Conduct

As a Member of the Discussion Group you agree not to engage in any of the following conduct, which is unacceptable and may result in termination of your membership:

(1) restricting, disrupting, interfering with, intimidating, or otherwise inhibiting any other Member from participating in the Discussion Group;
(2) reproducing, modifying, publishing, transmitting, distributing, publicly performing, or displaying, selling, or creating derivative works based on the Discussion Group;

(3) renting, leasing, loaning, or selling access to the Discussion Group;

(4) introducing software or automated agents to the Group, or accessing them so as to produce multiple accounts, generate automated messages, or strip or mine data therefrom;

(5) interfering with, disrupting, or modifying any data or functionality of the Group;

(6) using the Group to solicit the performance of any illegal activity or other activity which infringes, misappropriates, or otherwise violates the rights of Members or others;

(7) using the Group in a manner that could damage, disable, overburden, or impair any server, or the network(s) connected to any server;

(8) attempting to gain unauthorized access to the Group or any services, other accounts, computer systems, or networks connected to any server or to the Group, through hacking, password mining, or any other means;

(9) using any deep-link, page-scrape, robot, spider, or other electronic device, software, program, algorithm, or methodology, or using any similar and/or manual process, to access, acquire, catalog, store, reproduce, or circumvent the navigational structure or presentation of the Group;

(10) modifying, adapting, sublicensing, translating, selling, reverse engineering, decompiling, or disassembling any portion of the Discussion Group;

(11) taking any action to interfere with or disrupt the Discussion Group, circumvent security measures, or attempt to exceed the limited authorization and access granted to you under this Agreement;

(12) misleading the Class or Managers or third parties as to the origin of any Content that you or another Member posts to the Group;

(13) impersonating another Member or person, or using a false identity or e-mail address when creating a Discussion Group account;

(14) removing any copyright, trademark, or other intellectual property right notice(s) contained in posts to the Group;

(15) sharing or otherwise transferring Member account information to any person other than the registered Member;
(16) using the Discussion Group for commercial or unlawful purposes;

(17) violating or abusing the Disciplinary Procedures set forth in Section K, below;

(18) otherwise using the Discussion Group in violation of the terms of this Agreement or applicable laws.

J. **Prohibited Content**

You agree that you will not post or otherwise transmit any Prohibited Content or use any Prohibited Content in connection with the Discussion Group. Prohibited Content is Content that:

(1) promotes or defends racism, homophobia, misogyny, bigotry, slavery, genocide, pornography, or discrimination based on race, color, creed, religion, national origin, gender, or sexual orientation or identity;

(2) involves the distribution or posting of obscene or vulgar materials, the use of obscene or vulgar language, the distribution or posting of graphically violent materials, or the use of language or other form of expression that is personally offensive, disrespectful, insulting, abusive, or defamatory of another Member, or that harasses a Member or his family members or threatens him or them with physical violence;

(3) is unlawful, fraudulent, false or misleading, or promotes, endorses, advocates, or furthers illegal activities or conduct that is personally offensive, disrespectful, insulting, abusive, defamatory, harassing, bullying, threatening, or slanderous;

(4) involves the transmission of junk mail, chain letters, unsolicited mass mailings, or spamming;

(5) constitutes or involves an advertisement, promotion, or solicitation of goods or services for commercial or partisan political purposes;

(6) is material or software that contains malware, a virus, worm, time bomb, Trojan horse, cancelbot, corrupted file, or other harmful or disruptive component that may compromise the security or operation of the Discussion Group, if the participant knows or should have known of the malicious nature of the material or software;

(7) is in violation of another party’s copyright, privacy, publicity, or other proprietary right, or of the terms of any confidentiality, non-disclosure, or other contractual agreement or fiduciary relationship, or promotes, copies, performs, or distributes an illegal or unauthorized copy of another party’s or person’s intellectual property;
(8) is involved in the exploitation of persons under the age of eighteen (18) in a sexual or violent manner, or solicits personal information from anyone under eighteen;

(9) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses or other harmful codes;

(10) solicits passwords or personally identifying information for commercial or unlawful purposes from other Members;

(11) promotes contests, sweepstakes, barters, advertising, or pyramid schemes;

(12) otherwise violates the terms of this Agreement or exposes the Class, Yale, or YAA to any potential liability for damages.

K. Disciplinary Procedures

The Class Council or the Managers may suspend or terminate the rights and privileges of a Member of the Discussion Group, remove or expel him therefrom, and deny him further access to the Discussion Group, upon its determination that the Member has violated the policies, guidelines, terms, or conditions of this Agreement, or any applicable laws or regulations.

(1) Any Discussion Group Member or Manager may initiate a complaint against another Member for violation of this Agreement.

(2) The complaint shall be conveyed in an email message to one of the Discussion Group Managers, describing the allegedly offensive conduct or content. The names and e-mail addresses of the Discussion Group Managers are listed in Schedule A of this Agreement.

(3) The Discussion Group Managers shall notify the charged party of the complaint, provide him with a copy of the complaint, and allow him up to seven (7) days from receipt of such notification to respond to it. Failure of the charged party to submit a timely response shall constitute a waiver of any right to present a defense to the complaint. The Class reserves the right for the Discussion Group Manager(s) to immediately suspend the charged party’s access to the Discussion Group and take down alleged offensive material pending determination under (4) below.

(4) The Class Council or a designated committee thereof (“Council”) has the authority to determine whether a violation of this Agreement has occurred, and, if so, to impose such sanction for the violation as, in its discretion, it deems appropriate. All such decisions are final, and there are no appeals. As a condition of participating in the Discussion Group, Members agree not to pursue any legal or other remedy regarding the decision.
(5) Neither the complaining party nor the charged party nor the Members of the Council nor the Managers may inform other Members of the initiation or pendency of a complaint, or solicit the support or opposition of others to it.

(6) The Council or Managers have full authority to impose such sanctions as they deem appropriate, including suspension or expulsion from the Discussion Group. The Council may issue up to two warnings to a Member deemed to be in violation of this Agreement, without imposing any sanction.

(7) All decisions of the Council or Managers shall be posted to the Discussion Group.

If a Member has been duly suspended from the Discussion Group, the following conditions for reinstatement shall be communicated to the suspended Member not less than thirty (30) days prior to the end of his suspension.

The suspended Member may send an email to the Discussion Group Managers, requesting reinstatement. The Managers, in consultation with the Class Council, will review the request, with respect to these conditions:

(1) The applicant for readmission must clearly admit to the wrongfulness of the communications for which he was suspended.

(2) He must transmit an apology to the entire Discussion Group.

(3) He must promise not to submit prohibited content or engage in prohibited conduct, as defined in the currently operative Terms of Use Agreement, if reinstated. A copy or hyperlink to the current Agreement shall be emailed to him.

The Discussion Group Managers, in consultation with the Class Council, shall decide to accept or reject the application for reinstatement. The member may be reinstated without further condition, reinstated for a probationary period, or permanently expelled.

L. Disclaimers of Warranties

The Class attempts to use commercially reasonable security practices, to provide security to the Discussion Group and its Members. However, the Class does not warrant that the Discussion Group will operate error-free or be completely secure, or that the Discussion Group and its servers are free of computer viruses or other harmful material. Further, the Class does not guarantee that you will be able to access the Discussion Group at any time of your choosing. To the fullest extent permitted by law, the Class disclaims all warranties of any kind, oral or written, express or implied, as to the information,
content, materials, products (including any software), or other services included on or otherwise made available to you through the Discussion Group. The Class is not responsible for any actions or omissions of its Members, including the contents of their postings to the Discussion Group.

M.  Limitation of Liability

In no event shall the Council, Managers, Class, Yale University, or YAA be liable for any damages whatsoever.

N.  Indemnification

By using the Discussion Group, you agree to indemnify, defend, and hold harmless the Class, the Council, the Managers, Yale University, the YAA, and their respective agents, officers, and representatives from and against any and all liability, losses, claims, damages, costs, and expenses, including reasonable attorneys’ fees, that may arise from your use or misuse of the Discussion Group; your breach of the terms, conditions, guidelines, policies, and agreements contained in this Agreement; the actions of any person gaining access to the Discussion Group under a user ID or account assigned to or created by you; the actions of anyone using a user ID or account, password, or other unique identifier assigned to you that adversely affects the Discussion Group or any information accessed through the system, including but not limited to a security breach; and your actions in violation of law or any other negligent or willful misconduct. The Class will provide notice to you of any such action or claim, and reserves the right to participate, at its expense, in the investigation, settlement, and defense of any such action or claim.

SCHEDULE A

Contact information for the Managers of the Discussion Group as of October 25, 2019:

John Pinney, Secretary– pinney@pinneyassociates.com

Fred Kneip, Treasurer – fkneip@gmail.com

Bob Hammond, YAA Representative -- sherrillbrookmd@gmail.com