

WSBACommunity Code of Conduct and Terms of Use

Thank you for being part of *WSBACommunity*. By joining and using *WSBACommunity*, you agree that you have read and will follow these rules and guidelines. You also agree to limit discussions, shared files, and other content to what is best suited to the purpose of the online community, which is to provide a forum for ongoing public conversation, collaboration, shared document storage, meeting scheduling and logistics. Activity on *WSBACommunity* does not replace an entity meeting. You agree that discussions taking place in *WSBACommunity* will be consistent with the open public meetings provisions of WSBA's Bylaws as well as any applicable court rules.

Please take a moment to review the below *Code of Conduct* and *Terms of Use*. To preserve an environment that encourages both civil and generative dialogue, we reserve the right to suspend or terminate membership in this community for anyone who violates these rules. Violations of these policies will be addressed on a case-by-case basis and may result in warnings, removal of the violating content, or termination of the users' access to the site. User removal from the community is not removal for the respective entity. Such determinations are at the sole discretion of the WSBA. For questions regarding *WSBACommunity* please use the **Contact Us** link on this site.

Code of Conduct

All Users

1. Respect others. Focus responses on the content of posts and not on the people making them. All users should assume the good intent of others while also being accountable for their impacts.
2. Respect the purpose of the community. Use the community to converse, engage, collaborate on your WSBA volunteer-related work, engage with the group in a respectful way.
3. All defamatory, abusive, profane, threatening, offensive, or illegal materials (messages and documents) are strictly prohibited.
4. Information posted on the discussion groups and in the libraries is available for all to see and could be released in response to a public records request. As such:
 - a. Comments must comply with laws, including libel, slander, and antitrust laws.
 - b. Do not post confidential information or messages by any means. There are no facilities provided by this site for sending or receiving confidential messages and, notwithstanding that a message on this site may be marked as confidential, it may be read by others for whom it was not intended.
 - c. Do not post personally identifiable information for yourself or others. This includes a person's name or first initial and last name in combination with any of the following: social security number, driver's license number or Washington identification card number, account number or credit or debit card number, any combination of account numbers and access codes or passwords that can be used alone, or in combination with other information to access a person's financial accounts, full dates of birth, student, military or passport identification numbers, health insurance policy numbers or identification numbers, any information about a

- person's medical history or mental or physical condition or about a health care professional's medical diagnosis or treatment of any person, biometric data, or user name and email addresses in combination with passwords or security questions and answers that would permit access to an online account
5. Respect intellectual property. Post content that you have personally created or have permission to use and have properly attributed to the content creator.
 - a. When posting items in our collaborative environment, please indicate if the item is not available for reposting. It's also advisable to contact the owner of any material if you would like to repost.
 6. Posts messages or documents that are relevant and only to the most appropriate communities.

Terms of Use

WSBACommunity is provided as a service for the members of the WSBA or of its entities, for legitimate WSBA business use. Violation of the below may result in the loss of access privileges.

Inappropriate use include, but are not limited to:

1. Using the site by minors: must be 18 years of age or older to participate.
2. Sensitive information: transmission of sensitive, confidential, or proprietary information to unauthorized persons.
3. Harassing Others: transmitting or receiving obscene, defamatory, discriminating, or harassing messages or files.
4. Illegal Activity: any illegal, disruptive, or unethical activities or any activity that could adversely affect the organization.
5. Political Activity: political activity, including solicitations and endorsements for political candidates or requests for fundraising contributions.
6. Campaigning: Official WSBA systems should not be used by candidates campaigning for the WSBA Board of Governors positions. Candidates should not use access they may have to official WSBA communication systems and resources, such as WSBACommunity, to campaign to voters.
7. Advertising: advertising or sales for personal or commercial purposes. We encourage members to discuss resources, organizations, and individuals who are involved with relevant issues and practices of law, but we ask that members refrain from commercial postings.

Higher Logic's Acceptable Use Policy and Anti-Spam Policy

1. You agree to comply with Higher Logic's [Acceptable Use Policy](#) and [Anti-Spam Policy](#) as may be updated from time to time at Higher Logic's sole discretion. You agree not to use the WSBACommunity to collect, transmit, provide, or otherwise process protected sensitive information about an individual deemed "sensitive" or "special category" under applicable laws, such as, but not limited to financial account numbers, insurance plan numbers, protected health or medical information, protected student information, and government-issued identifiers (e.g., Social Security numbers), (collectively, "Sensitive Information").²

WSBA does not endorse the opinions and information posted on this site by others. The messages express the views of the authors and are not the views of the relevant WSBA entity, the administrator or the WSBA.

2. The WSBA neither endorses nor is responsible or liable for the contents, accuracy or reliability of any websites linked in any posting and use thereof is solely at your own risk. WSBA policy states that links be 'root' or 'top level' links. WSBA disclaims all warranties regarding the information posted on this site, whether posted by a WSBA member or any third party; this disclaimer includes all implied warranties of merchantability and fitness. In no event shall the WSBA be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with the use or performance of any information posted on this site.
3. Do not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity or interfere with other users of this site.
4. By posting material, the posting party warrants and represents that they own the copyright with respect to such material or has received permission from the copyright owner. In addition, the posting party grants the WSBA and users of this site the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material.

WSBA does not actively monitor the site for inappropriate postings and does not on its own undertake editorial control of postings. However, if any inappropriate posting is brought to the attention of a WSBACommunity admin, WSBA will take all appropriate action in response. We ask you to report any perceived violations of these rules to barleaders@wsba.org. Doing so will enable us to act quickly.

WSBA reserves the right to terminate access to any user who does not abide by these guidelines.
WSBA Records and Privacy Policy

1. Records on this platform (including all documents and communications) are Washington State Bar records and may be subject to public disclosure. For more information about WSBA's public disclosure obligations, please [click here](#). The rule governing public access to bar records is [General Rule \(GR\) 12.4](#):
 - a. GR 12.4 applies to the WSBA and to different subgroups operated by the Bar including the Board of Governors, committees, task forces, commissions, boards, offices, councils, divisions, sections, and departments.
 - b. Under GR 12.4, there is a presumption of public access to Bar records – i.e., Bar records must be disclosed upon request unless they are specifically exempt from disclosure.
 - c. "Bar record" is defined broadly to mean "any writing containing information relating to the conduct of any Bar function prepared, owned, used, or retained by the Bar regardless of physical form or characteristics. Bar records include only those records in the possession of the WSBA and its staff or stored under Bar ownership and control in facilities or servers." "Writing" means "handwriting, typewriting, printing, Photostating, photographing, and every other means of recording any form of communication or representation in paper, digital or other format."

WSBACommunity

- d. Users should assume that all written communication on WSBACommunity may be potentially subject to public disclosure. Do not include any personal or confidential information in the platform that you want to keep private or must keep confidential, including your profile details, your site activity, any files you share, etc.

Any personal information you provide to us including your name, address, telephone number and e-mail address will not be released, sold, or rented to any entities or individuals outside of our organization except as noted below.

Member Data and Contact Information Policy

WSBA may share your membership contact information in accordance with [WSBA's Member Data and Contact Information Policy](#).

Public Records Requests

Information and documents stored on this site are considered WSBA records and as such are subject to WSBA's Record Retention Policy and may be subject to public disclosure under Washington State [General Rule \(GR\) 12.4](#).

Government and Legal Disclosures

WSBA may disclose the personal information we collect through this Site, when the WSBA, in good faith, determines that disclosure is appropriate to comply with the law (or a court order or subpoena); to prevent or investigate a possible crime, such as fraud or identity theft; to enforce the site Terms and Conditions or other agreements that govern your use of this site; or to protect the rights, property or safety of our users, employees, or others.

External Sites

WSBA is not responsible for the content of external internet sites. You are advised to read the privacy policy of external sites before disclosing any personal information.

Cookies

A "cookie" is a small data text file that is placed in your browser and allows us to recognize you each time you visit this site (personalization, etc.). Cookies themselves do not contain any personal information, and the site does not use cookies to collect personal information. Cookies may also be used by 3rd party content providers such as newsfeeds.

Remember The Risks Whenever You Use the Internet

While the WSBA does its best to protect users' personal information, the WSBA cannot guarantee the security of any information that you transmit to the site and you are solely responsible for maintaining the secrecy of any passwords or other account information. In addition, other Internet sites or services that may be accessible through this site have separate data and privacy practices independent of WSBACommunity, and therefore WSBA disclaims any responsibility or liability for their policies or actions. Please contact those vendors and others directly if you have any questions about their privacy policies. For any other information please contact us using the **Contact Us** page.