

- 1. Purpose:** The Mendocino Community Network (MCN) Discussion List is an open, unmoderated list intended for the discussion of items relevant to the residents of Mendocino County as determined by the list membership. By using the MCN Discussion list in any way you are agreeing to comply with these Terms of Service.
- 2. Effective Date:** These Terms of Service are effective as of their approval by the Mendocino Unified Board of Trustees as of February 17th, 2011.
- 3. Changes to these Terms of Service:** Changes will only be made to these Terms of Service by the action of a majority of the trustees of the Mendocino Unified School District.
- 4. List Content:** The employees of the Mendocino Community Network (MCN) or The Mendocino Unified School District (MUSD) will at no time moderate the content of the list unless compelled to do so by state and federal regulations or legal order. All postings to or items linked from the MCN Discussion List, are the sole responsibility of the person from whom such content originated. More specifically, posters are entirely responsible for each individual item ("item") of content that they post to the Discussion List. MCN/MUSD does not control, and is not responsible for content made available through the Discussion List, and by using the Discussion List, you may be exposed to content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable.
- 5. List Membership:** MCN/MUSD staff will make no effort to limit membership on the list. MCN/MUSD staff will make no effort to identify list members beyond the information provided during the list subscription process.
- 6. Emergency Intervention:** MCN/MUSD staff may only intervene to make changes in list membership in the event of technical abuse of the system, such as spam flooding by automated systems, to stop autoresponders from posting to the list, or other circumstances which threaten the viability of the service for all list members.
- 7. Dispute Resolution:** The staff of the Mendocino Community Network and the Mendocino Unified School District are not responsible for adjudicating disagreements or addressing concerns about posts on the lists, possible future postings to the list, or the behavior of list members--either on or off the list. List members must resolve conflicts directly with other list members or where necessary

engage law enforcement or legal counsel to resolve issues resulting from list posts.

8. Disclaimer: The Mendocino Unified School District (MUSD) through The Mendocino Community Network (MCN) provides the MCN Discussion list as a service to Mendocino County. MCN/MUSD is not responsible for the information posted on this site by others. MCN/MUSD disclaims all warranties with regard to information posted on this site, whether posted by MCN/MUSD or any third party; this disclaimer includes all implied warranties of merchantability and fitness. In no event shall MCN/MUSD 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. MCN/MUSD has not evaluated the suitability of the information provided with "For Sale" items, and inclusion of an item does not constitute the endorsement of any item presented on this page. The information presented is provided by MCN/MUSD "as is" and without warranty of any kind, express or implied, including (but not limited to) any implied warranties of merchantability, fitness for any particular purpose, or non-infringement.

9. Retained Information: The Mendocino Community Network logs a minimal amount of information regarding the discussion list. Information in the logs includes standard information contained in e-mail headers when messages are sent to the listserv by a members e-mail server. The logs also contain the list of members who receive a particular list message. The logs are kept for the sole purpose of resolving technical issues with the listserv. All logs are discarded within one month after the posting was made.

10. Attachments: No attachments or embedded graphics (including stationery or fancy signatures) are allowed (in consideration of virus dangers and slower connections). Instead including a link to a web page where the information could be viewed is the preferred solution.

11. List Subscription Requirement for Posting: In order to submit items to this list you must be a member of this list.

12. Message Format: Limited HTML formatting is allowed in messages. Keep in mind that formatting increases the size of your message.

13. **Maximum Size:** Maximum size for list images is 200 kilobytes in deference to dialup users of the list.

14. **Message Replies:** Replies will return to the list.

15. **Limits on Postings:** There is no limit on posting.