

TEXAS ENERGY MANAGERS ASSOCIATION INTERACTIVE CONTENT POLICY

Thank you for taking part in TEMA's website interactive features. To ensure the best possible experience for all TEMA community members, please respect the guidelines for participation.

By joining and using TEMA's internal email abilities and the discussion forum, you agree that you have read and will follow the rules and guidelines set for these peer exchange groups. You also agree to reserve discussions and activities to topics best suited to the medium. This is a great medium with which to network with your fellow TEMA members, benefit from their experience, participate in an ongoing conversation and exchange resources. Questions about TEMA interactive features should be directed to info@texasema.org.

In order to preserve a climate that encourages both civil and fruitful dialogue, TEMA reserves the right to suspend or terminate access to the TEMA interactive features for members who violate these rules.

The Rules

- All participation in TEMA interactive features should reflect the Association's values: integrity, respect, mutual support and professional excellence.
- Do not attack others. The discussions are meant to stimulate networking and conversation, not to create contention. Let others have their say, just as you may.
- Do not post commercial messages. This includes selling or endorsing products or services, or posting job openings (there is a separate place on TEMA's web site for posting approved job openings).
- Use caution when discussing products, services or commercial markets. Information posted is subject to defamation and antitrust laws.
- All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited.
- Please note carefully all items listed in the disclaimer and legal rules below, particularly regarding the copyright ownership of information posted.
- Remember that TEMA and TEMA users have the right to reproduce postings, within the limits stated in the Terms and Use Policy.

Community Etiquette

- Include a signature tag on all discussions. Include your name and organization. You can auto-set this in the "Control Center" on the Forum page.
- Send messages such as "thanks for the information" or "me, too" to *individuals*, not as a posting.
- Do not send administrative messages, such as "remove me from the community," through the discussion forum. Instead, unsubscribe yourself from any particular discussion forum through the "Control Center" on the Forum page (you must be logged in to view).

Rules of Conduct for Interactive Services

Opinions, advice, statements, offers, links, materials and other information (together “Postings”) are generated by participants in TEMA interactive features and do not necessarily reflect the views, policies or opinions of TEMA. TEMA is not responsible for the content of any Postings. No Postings are endorsed, adopted or published by TEMA unless explicitly stated otherwise by one of TEMA’s authorized agents acting in an official capacity. Moderators of TEMA interactive features volunteer their services to fellow participants and are not TEMA employees or agents for any purposes whatsoever. TEMA bears no responsibility for any Postings approved, edited, or rejected by a moderator for any TEMA interactive features. TEMA has no obligation to pre-screen, monitor, edit or delete Postings generated by participants in TEMA interactive features services but TEMA reserves the right to do so if any Postings do not comply with the Rules or are otherwise harmful, inaccurate or objectionable. TEMA is not responsible for any failure or delay in removing Postings that fail to comply with the Rules.

When you log into TEMA interactive features, you acknowledge and agree to the following:

- You take sole responsibility for the content of your Postings. In addition, you agree to indemnify, defend, and hold harmless TEMA, its officers, directors, employees and agents and hold all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including attorney’s fees) relating to an acts or omissions by you or materials or information transmitted by you in connection with TEMA interactive features leading wholly or partially to claims against TEMA, its officers, directors, employees, or agents by other users or third parties.
- You grant TEMA the non-exclusive, worldwide royalty-free unrestricted license (with the right to sub-license) to reproduce, distribute, publicly display and perform, adapt, translate and modify your Postings in whole or in part in any form now known or later developed.
- You will not use TEMA interactive features to send chain letters, unsolicited advertising or any other junk or bulk mail.
- You will not impersonate any other TEMA interactive features user or entity.
- You will not upload, post, email, transmit or otherwise make available any information, files, code or other materials that are unlawful, tortious, defamatory, vulgar, obscene, or libelous, or that are threatening, abusive, or harassing on the basis of an individual’s (or groups of individuals’) religion, gender, sexual orientation, race, ethnicity, age, disability, or any other protected characteristic.
- You will not upload, post, email, transmit or otherwise make available any information, files, code or other materials that contain viruses or are able to disrupt or damage TEMA or TEMA’s members’ software, hardware or equipment.
- You acknowledge that your Postings are non-confidential and any ideas, inventions, or know-how disclosed in them will be available to the public.
- You represent and warrant that your Postings will not violate another person’s copyright, trademark, patent, trade secret, right to privacy or publicity, or any other proprietary or personal right.

- You acknowledge and agree that TEMA has the right to delete, modify or supplement Postings or the content of the TEMA interactive features at any time for any reason without notification to anyone and to ban or restrict TEMA interactive features users for any reason at any time.

Limitation of Liability and Disclaimer of Warranties

When you use TEMA interactive features, you accept the following limitations of liability and disclaimer of warranties.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL TEMA OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY CONDUCT OF PARTICIPANTS IN THE ASSOCIATION COMMUNITIES, INCLUDING FACILITATORS OF ANY ASSOCIATION COMMUNITIES, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OF (OR INABILITY TO USE) TEMA INTERACTIVE FEATURES OR YOUR USE OF OR RELIANCE ON THE POSTINGS ON THE ASSOCIATION INTERACTIVE FEATURES.

TEMA INTERACTIVE FEATURES ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE HAS BEEN DISCLOSED). TEMA MAKES NO REPRESENTATIONS, WARRANTIES OR ASSURANCES THAT THE POSTINGS ON TEMA INTERACTIVE FEATURES ARE RELIABLE, CURRENT, USEFUL, ACCURATE OR THAT YOUR USE OF TEMA INTERACTIVE FEATURES OR THE WWW.TEXASEMA.ORG WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR ARE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

You agree that the laws of the State of Texas will apply to all matters relating to this Agreement and to our website. In addition, you agree and consent that, if there is ever any legal action against TEMA, the state and federal courts of Texas, USA will have exclusive jurisdiction and be the exclusive venue for any such legal actions.

This agreement is the entire understanding between you and TEMA regarding your relations to our online communities. If TEMA fails to notify you of any violations of this agreement, this will not mean that TEMA cannot notify you of future violations of any part of this agreement.

Third Party Website Links

TEMA interactive features may contain links to other websites that may be of interest to you. TEMA has no control over these other websites or their content. Make sure that you are aware when you have left TEMA’s website for another website and that you read that site’s terms of use, rules, and privacy policy.