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The purpose of The Wall list-serve ("The Wall") is to facilitate discussion about issues of interest among members of the Yale Law School community. The discussions on The Wall are subject to the same principles of respect and courtesy that guide all interactions among the Yale Law School community. Access to the discussions and content on The Wall is intended to be limited to members of the Yale Law School community. In order to foster free and responsible discussion, no postings to The Wall may be made anonymously.

The Yale Law School ("YLS"), and Yale University ("Yale" and together with YLS known as ("YLS/Yale") or "we") offer access to The Wall (the "Services") to you subject to the terms and conditions of use ("Terms") contained herein. By accessing or contributing to The Wall, and in consideration for the Services we provide to you, you agree to abide by these Terms. Please read them carefully before posting to The Wall.

The statements posted on The Wall reflect the personal views of the authors. These statements do not represent the views or policies of YLS/Yale. All opinions expressed by participants on The Wall are done so strictly in their individual capacities, and not as representatives of YLS/Yale.

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## **1. Conduct**

### **Posting**

The purpose of The Wall is to foster community discussion. As a general matter, you are responsible for your posts. You may not post content that is profane, illegal, obscene, defamatory, threatening, harassing, infringing of intellectual property rights (including, but not limited to copyright, trademark, or patent rights), of privacy or otherwise injurious or objectionable. In addition, you may not intentionally make false or misleading statements, offer to sell or buy any product or service (or otherwise engage in any commercial activity), or post information that you know, or could reasonably expect to be confidential or sensitive, or that is otherwise inappropriate. You may not post content that degrades others on the basis of age, color, handicap or disability, ethnic or national origin, race, religion, religious creed, gender (including discrimination taking the form of sexual harassment), marital, parental, or veteran status, sexual orientation, or other protected status. We will not tolerate any discriminatory language, nor will we tolerate any comments intended to harm others personally.

The Wall is intended as a forum for internal discussion among members of the Yale Law School community. For this reason, please refrain from forwarding any of the content of the discussion to those outside of the Yale Law School community, or posting this content online or on any blog. Although we request that content posted on The Wall remain within the YLS community, be mindful that it is possible that content that you post to The Wall will not remain internal and may be shared publicly.

By posting content to this list-serve, you warrant and represent that you either own or otherwise control all of the rights to that content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, or that your use of the content is a protected fair use. You represent and warrant also that the content you supply does not violate these Terms. You will indemnify YLS/Yale, its employees, agents, and affiliates from any and all claims and/or damages (including but not limited to reasonable attorneys' fees) resulting from any claim brought by any third party relating to content you have posted.

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You understand that all content posted to this list-serve is the sole responsibility of the individual who originally posted the content. You understand, also, that all opinions expressed by users of this list-serve are expressed strictly in their individual capacities, and not as representatives of any Yale institution. You agree that YLS/Yale will not be liable, under any circumstances and in any way, for any errors or omissions, loss or damage of any kind incurred as a result of use of any content posted to this list-serve. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

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## **3. Privacy Policy**

We will not intentionally share personal information gathered on The Wall with any other parties, except as we may reasonably determine is required by law or by governmental authority, or as necessary in accordance with Yale's ITS Appropriate Use Policy [<http://www.yale.edu/its/policy/employeeaup.html>] that is incorporated into these Terms by reference. It is our intention to protect against improper use of your personal information. Always check privacy statements of any web site to which you provide identification.

## **4. Modification of These Terms of Use**

YLS/Yale reserves the right to change, at any time, at our sole discretion, the Terms under which these Services are offered. You are responsible for regularly reviewing these Terms. Your continued use of the Services constitutes your agreement to all such Terms.

## **5. Copyright Complaints**

You will not knowingly post content that violates the copyright, trademark, patent or other intellectual property right or contractual rights of any third party and you will remove the same should you discover that you have violated this provision.

## **6. External Links Disclaimer**

We ask that those using The Wall refrain from providing links from The Wall to external, third parties. In the event that Yale requests the removal of any such link, to the extent that you are responsible for posting such link, you agree to comply with such request.

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