



Online Etiquette

(August 2010)

SMART's three electronic forums SMARTTrader, SMARTLine and SMARTWomen allow members of the association to contact each of his or her peers via email. These bulletin boards are provided as a free member-only service of SMART.

- **SMARTTrader** allows members to post products and services they are buying or selling.
- **SMARTLine** serves as an electronic bulletin board where members can share ideas, seek answers to questions, or offer opinions. The association encourages open and honest discussions as well as constructive criticism on all relevant topics. Please respect the ideas and feelings of fellow members.
- **SMARTWomen** is a communications tool for women either directly or indirectly related to the association to share information, ideas and opinions on any relevant topic.

Be sure to include a signature line identifying you as the originator of the message. Please include your name, company, address, phone number and email address.

When you reply to someone else's message, you can send the reply either to the sender only or to the entire list. This list is confidential and may not be modified to send to a subset of the entire list.

Some addresses used are general email addresses for businesses, others are personal, and thus confidentiality among members cannot be guaranteed.

All users of this service must agree to these etiquette guidelines and rules of conduct as outlined below. Through the acceptance or use of SMARTTrader, SMARTLine, or SMARTWomen you agree that you have read and will follow the rules and guidelines established for the bulletin boards.

I agree

- not to post any communications that are libelous, defamatory, false, obscene, indecent, lewd, pornographic, violent, abusive, threatening, harassing, or disruptive, or that may constitute grounds for civil liability.
- not to challenge or attack others, as discussions are meant to stimulate conversation not to create contention.
- not to post chain letters.
- not to post information or other material that would violate, plagiarize, or infringe on the rights of third parties, including copyright, trademark, trade secret, privacy, personal publicity, or proprietary rights, without permission from the third party.

In addition:

- I grant SMART and the users of the forums the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use my posted messages, information or other

material, unless such messages, information, or other material will be used for commercial purposes.

- I agree to use caution when discussing products and further agree not to post information that will give rise to a claim for a violation of the antitrust laws. Messages should not be posted if they encourage or facilitate members to arrive at any agreement that expressly or impliedly leads to price fixing; a boycott of another's business, or other conduct intended to restrict free trade.

Specifically, I agree not to post messages involving the following:

- credit terms or other terms of sale, or what constitutes a "fair" profit level;
- capacity, inventory or sales;
- individual distribution or marketing information, including territories, customers and suppliers;
- complaints about individual firms or other actions that might tend to hinder a competitor in any market; or
- any other unreasonable limitation on competition.

(Note: The courts have held that all reasonable activities among competitors to influence legislative, executive, administrative and judicial action are legal. In addition, in the area of safety, factual discussions of safety-related problems are acceptable, but opinions about the quality of products or services are not).

- I agree not to engage in the unauthorized practice of law.
- I agree to indemnify and hold harmless SMART and their directors, officers, agents and employees from any and all liability resulting from publication, distribution or redistribution related to the posted material or the use of the material for any person (including any or all liability resulting from any "virus" or other contaminating or destructive feature of material posted or transmitted via of the bulletin boards).

SMART makes no representations, nor does it endorse or guarantee the accuracy, completeness, or timeliness of any statements, offerings, opinions, advice or other information posted by users on this ListServ. In no event shall the Association be liable for any special, indirect, or consequential damages or damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with the use or performance of any information sent through these bulletin boards.

While SMART wishes to promote the privacy of individual bulletin board users consistent with SMART policies, SMART cannot guarantee the security or privacy of SMART's systems and networks or the networks and systems of others.

SMART does not actively monitor the forums and does not on its own undertake editorial control of postings. However, in the event that an inappropriate posting is brought to SMART's attention, SMART will take all appropriate action.

Use of SMART forums is a privilege, not a right. SMART reserves the right, in its sole discretion, to terminate or suspend a member's access to all or part of these services for any reason, including failure to comply with these participation guidelines. SMART further reserves the right to modify these guidelines at any time, for any reason deemed appropriate by SMART.

SMART Antitrust Guidelines

To avoid any actual or potential violation of U.S. antitrust laws, the following statement will be included in materials circulated prior to any SMART meeting and summarized at the beginning of any meeting convened under SMART's name: Any discussion which could in any way be considered to amount to an agreement, expressed or implied, in restraint of trade among participants in a SMART meeting should be avoided. In particular, there should be no discussions involving the following:

- prices, credit terms or other terms of sale, or what constitutes a "fair" profit level;
- individual costs, capacity, inventory or sales;
- individual distribution or marketing information, including territories, customers and suppliers;
- complaints about individual firms, or other actions which might tend to hinder a competitor in any market;
- or any other unreasonable limitation on competition. Under U.S. antitrust law, all reasonable activities among competitors to influence legislative, executive, administrative and judicial action are legal when conducted
- through a valid trade association. In addition, in the area of safety, factual discussions of safety-related problems are acceptable, but opinions about the quality of products or services are not.

To further ensure compliance with U.S. antitrust law, all meetings convened under SMART's name will be announced with a minimum of at least two business days. An agenda will be prepared prior to each meeting, and a member of SMART's professional staff or legal counsel will be present to record attendance and take minutes. Minutes will be kept on record at SMART headquarters and will be made available for review by legal counsel to ensure SMART's antitrust compliance program continues to be effective.