

APA Social Media/Forum Policy

First and foremost, public social networks are not private. Some may be open only to invited or approved members but even then, users should not expect privacy among the members. If you choose to participate on such Forums, assume that anything you post will be seen, read, and open for comment. Anything you say, post, link to, comment on, upload, etc., can and may be used against you by your peers, colleagues, employer, potential employers, fellow members, and so on.

As a 501(c)(3) organization, APA must adhere to certain laws and regulations. Failure to do so could affect APA's tax-exempt status. Official actions by the APA can be reviewed by the IRS and held against us. Therefore, APA must, to the extent it can, monitor and control those actions that could be found to be illegal.

These guidelines apply to all APA or APA division social networking Forums, which include but are not limited to: Facebook, YouTube, MySpace, Twitter, Ning, Flickr, blogs, eBay, Craigslist, Skype, del.icio.ous, Second Life, LinkedIn, social bookmarking, wikis, vlogs, epinions, World of Warcraft, Google Groups, Youmeo, etc. (collectively "Forum" or "Forums").

1. Only those Forums created by APA, APAPO or a division of APA are official Forums of APA. Any other Forums containing APA or division logos or purporting to be an official APA Forum should be reported to the APA Office of General Counsel immediately.
2. All official Forums must be monitored by an administrator, designated by APA or the relevant division, who has the authority to remove content and/or people who violate these guidelines.
3. Forums must not be used for illegal purposes, including but not limited to defamation, violation of intellectual property laws, violation of antitrust or unfair competition laws or violation of criminal laws.
4. Forum participants must not intentionally interfere with or disrupt other Forum members, network services, or network equipment. This includes distribution of unsolicited advertisements or chain letters, propagation of computer worms or viruses, and use of the network to make unauthorized entry into any other machine accessible via the Forum.
5. Copyright – Referring to an article or news item with typical reference citations, providing a brief quote, or offering a link to legitimate online published content is permissible; list members should not post a full-text version of published material to the forum.
 - a. Not infrequently a forum member wants to tell others about an article or news item related to the issues discussed on the forum. However, posting the entire article to the forum, without the permission of the author or publisher, results in a prima facie case of copyright violation. While there can be defenses to a claim of copyright infringement where the purpose of copying is clearly not for commercial purposes (e.g. "fair use" or academic teaching exceptions), those defenses are complicated, have been

construed differently in different jurisdictions and are not necessarily applicable to forum distribution.

6. Defamation and libel – In exchanges on the forum and when referring to others, avoid personal attacks and characterizations that question a person’s motives or qualifications.
 - a. Sometimes a robust debate about ideas spills over into attacks on the proponents or opponents of the ideas. Forum members need to be reminded that a false statement that harms someone's reputation can be actionable as libel. There is a substantial difference between disagreeing with how someone did their research or treated a patient and accusing the person of fraud or incompetence. Because negative statements that impugn someone's professional qualifications can cause substantial economic and emotional harm, this is an area for careful scrutiny. Keeping criticism on an objective basis that is factually verifiable and skipping personal commentary about character, competence or motive minimizes legal risk.
7. Antitrust concerns – APA by its nature is subject to antitrust issues. Discussions about rates charged, efforts to exert collective pressure on payors, terms of contracts with insurance companies, internship salaries, etc, all are prohibited.
 - a. The antitrust laws are broad and complex but on a very basic level they operate to prohibit and even in some cases criminalize certain anticompetitive agreements between competitors. A professional association like APA is almost by definition a group of competitors that has come together to pursue common interests. Where those common interests involve agreements on such terms of competition as rates charged, salaries paid, standards applicable to members of the profession, and other issues of the marketplace, the antitrust laws apply. Forums provide a written record of statements that can create an antitrust risk even when there is no anti-competitive intent.
8. Commercial Postings - Forums may not be used for commercial purposes, with one exception (See item b. below). "Commercial" in this context means communications whose primary purpose is to advance the business or financial interests of any person or entity, or otherwise to promote a financial transaction for the benefit of the author directly or indirectly. Examples of prohibited communications include advertisements for products or services, notices regarding rental of office space, or direct solicitations of Forum members to purchase products or services.
 - a. Examples of messages that may be of financial benefit to Forum members but are not prohibited because they do not inure to the financial benefit of the author include news of job listings or position openings, or discussions of professionally related products or services where the Forum member conveying the information is not in the business of selling the products or services. Announcements that provide useful professional information to Forum members but may also have some incidental commercial benefit to the sender (e.g., an author merely advising the Forum of publication of a professional book) typically would not be "commercial" for purposes of this restriction.

- b. The exception to this rule is that APA may use its officially sanctioned social media Forums to promote its products and services.
 - c. [Please click here for more information regarding this rule](#)
- 9. Political statements affecting tax exemption – Forum exchanges must avoid electioneering or endorsing a candidate for federal, state, or local political office. While using the forum to endorse political candidates in a federal, state, or local election or for commercial purposes likely won't expose a member to personal legal risk, it can jeopardize APA's tax exempt status under section 501 (c) 3 of the Internal Revenue Code. To keep this advantageous tax status, APA cannot ever be involved in or support in any way electioneering or endorse a candidate for federal, state, or local political office. APA must assure that its activities are focused on the scientific, educative, and charitable purposes for which it gained tax-exempt status.
- 10. Research on Forums: Research that samples via Forum postings relies on flawed and indefensible methodology. Research that must discuss and defend its sample, the population, response rates and representativeness or generalizability of the data would be hampered in these pursuits by using these Forums.

Reasons:

- a. **APA does not endorse or forward requests for research participation to any APA-approved Forum. Public social networks carry risks and disadvantages for conducting research. Users should be aware of these limitations.**
 - b. These Forums are not exhaustive collections of members who may fit into one or more specific category (e.g., clinical psychologists, practitioners, educators, and so on). By using a Forum as the universe for their respondents, researchers could be excluding a large number of eligible participants and hence could be introducing bias into their research.
 - c. Many members belong to more than one Forum, and if the research is being sent to more than one Forum, the researcher faces the challenge of defining response rate, given duplication.
- 11. Grant of Non-Exclusive License to APA: By posting content on APA-approved Forums, participants are granting APA a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such postings (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed in any manner consistent with APA's business objectives.
- 12. Intellectual Property: APA and our logo are trademarks of APA and its Divisions. Other trademarks are owned by APA or its affiliated entities or are used with the permission of their respective owners. You agree not to use or display trademarks without the prior written consent of APA or the owner of such mark.
- 13. Disclaimer of Warranties: the use of the Forum is solely at your own risk. APA and its Divisions expressly disclaim all warranties of any kind with respect to the Forum, whether express or implied, including implied warranties of

merchantability, fitness for a particular purpose, title and non-infringement. APA makes no warranty that the Forum and/or any content therein will meet your requirements, secure, current, accurate, complete or error-free or that the results that may be obtained by use of the Forum and/or any content therein will be accurate or reliable. You understand and acknowledge that your sole and exclusive remedy with respect to any defect in or dissatisfaction with the Forum is to cease using the Forum.

14. Limitation of liability: you expressly understand and agree that APA shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data loss, or other losses (even if APA has been advised of the possibility of such damages) resulting from: (i) the use or inability to use the Forum, (ii) the cost of procurement of any substitute products and/or services resulting from any products, data, information or services obtained or which you were unable to obtain or transactions effected or failed to be effected, (iii) any link provided in connection with the Forum, or (iv) any matter otherwise related to your use of the Forum.
15. Your conduct on the Forum: In the event that you upload, post, e-mail or otherwise transmit content, data, information or other materials (collectively, "User Content") for display on the Forum, you will be responsible for all such User Content that you upload, post, email or otherwise transmit using the Forum. Likewise, you are responsible for complying with all third party rights with respect to all such User Content that appears on the Forum and not to download, email or otherwise transmit such User Content in violation of such third party's rights. By submitting User Content to the Forum, you automatically grant, or warrant that the owner of such Content has expressly granted, the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content. You are expressly prohibited from placing any message in any User Content or any product, good or service or otherwise transmitting through or posting on the Forum (including in any e-mail message or any chat or message board posting) any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic or otherwise objectionable material of any kind, including without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law (collectively, "Prohibited Conduct"). Prohibited Conduct expressly includes any transmission to people or other entities on mailing lists that you do not have full rights to use. You agree and acknowledge that APA is not responsible or liable to you or any other party or user of the Forum for any Prohibited Conduct by you or any other party or user of the Forum. You may not collect or store personal data of other users of the Forum without the prior, written permission of such user(s). You may not directly or indirectly, intentionally disrupt or interfere with the Forum in any manner that

- may adversely affect APA or any user of the Forum. You may not upload, post, email or otherwise transmit any material that contains software viruses or any other code, files or programs designed or known to disable, interrupt, or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities.
16. **Your Warranties:** By your use of the Forum, you represent and warrant that you have all the rights necessary to receive, use, transmit and disclose all data that you use in any way with the Forum. You further represent and warrant that your use of the Forum and of any data input into or generated by the Forum shall comply with all applicable laws, regulations and ordinances. You agree and acknowledge that you are solely responsible for any liabilities, fines, penalties or forfeitures occasioned by any such violations or lack of rights.
 17. **Disclaimer of content:** APA shall have the right, in its sole discretion to review, refuse, monitor, edit or remove any Content and/or User Content that is available on the Forum. APA expressly disclaims all responsibility or liability to you or any other person or entity for the performance or nonperformance of such Content and/or User Content review. **YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME ALL RISK ASSOCIATED WITH THE USE OF ANY AND ALL CONTENT AND/OR USER CONTENT.**
 18. **Links:** The Forum may provide, or third parties may provide, links to other Forums or sites. You acknowledge and agree that such links are provided for your convenience and do not reflect any endorsement by APA with respect to the provider of such link or the quality, reliability or any other characteristic or feature of such link and APA is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any matter associated with the link, including without limitation, the content provided on or through any such link or your reliance thereon. **APA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINK. YOUR USE OF ANY LINK IS SOLELY AT YOUR OWN RISK.** In addition, you should be aware that your use of any link is subject to the terms and conditions applicable to that link, including the privacy policies (or lack thereof) of such link.
 19. You understand and agree that APA may from time to time establish and revise practices and limitations concerning the Forum and your use of the Forum.