

Society Lyris Lists Service Acceptable Usage Policy



The
British
Psychological
Society

Introduction

The BPS email list service (Lyris Lists) supports communication, collaboration and the free-flowing exchange of information and ideas through email lists primarily for the benefit of member networks, committees and boards.

Your use of the service is subject to the following Acceptable Usage Policy (AUP).

Subject to the Data Protection Act 1998 we may disclose information necessary to operate our system, run the service, comply with the law, or protect the service and its users.

We will routinely review this policy to ensure it reflects our services, funding and needs of the member communities, and changes to it will be communicated to all users as appropriate.

By using the Society List Service you accept these conditions so please read them carefully.

1. Definitions

1.1 "BPS" means The British Psychological Society, the operator of this service;

1.2 "Society" means The British Psychological Society, the operator of this service;

1.3 "List Member" means a person who subscribes or is added by means of group or committee membership to a mailing list. A list member is entitled to send emails to, receive emails from and view the archive messages from the Society email list service of which they are a member;

1.4 "List Owner" means the office department, function or person with administrator permissions to a list. Every list has at least one office administrator and they are responsible for ensuring that the list is used, monitored and maintained correctly.

2. General

2.1 The Society list services and comments within them are open only to authorised members of the list. Comments should not be copied or shared in anyway outside of the list. This is to protect those using this service, and to allow discussion to be as open as possible.

2.2 However, you should note that comments that are offensive, defamatory, breach the privacy of others or the code of conduct of the Society are not permitted. Action will be taken where there is a breach of the rules of any of the Society's discussion lists and the Society reserves the right to exclude any list users and suspend any/or all lists without notice.

3. Message content

3.1 Sending messages to the Society list services is generally a matter of common sense and courtesy. As a list member you should be able to use your own sense of what is appropriate to guide your conduct, without engaging in unreasonable behaviour, or disrupting the general flow of discussion on a list. The use of the Society list services is subject to the laws of England and Wales. Accordingly, you must not send any message which contains any material that is unlawful. This includes, without limitation, any material which is in breach of the intellectual property rights of a third party, which is defamatory, obscene, pornographic, could reasonably be expected to cause offence to any list member or other third party or breaches anyone's right to privacy under the Data Protection Act.

3.2 In addition you must not send any message that contains any virus, worm, Trojan horse or other harmful or disruptive component.

3.3 The Society does not endorse or accept liability for the content of any messages sent to Society lists. The Society accepts no liability for any damage caused by receipt of, reliance upon the contents or expedient delivery of a message by list members.

3.4 The user ("you") accept that you are solely responsible for the content of any email message you send to any Society list service.

3.5 You warrant, accept and take responsibility that your statements, opinions or views (implied or otherwise) on any subject or discussion thread on the Society list services are your own and do not represent the opinions or views of the Society.

4. Advertising

4.1 Commercial advertising or sponsorship from non-Society sources is not permitted on any Society list service.

4.2 Postings which are conducive to the procurement or offer of commercial services are not permitted on any Society list service.

5. Job vacancies

5.1 The only job notifications that are permissible for inclusion in any Society list service are for posts already advertised within [Jobs in Psychology](#). No other jobs may be advertised. If list members provide a link to a full job advert it must link to [Jobs in Psychology](#) no other sources. List members may not provide a testimonial or endorsement alongside the posting of a job advert.

6. Copyright

6.1 When a list member sends a message to a Society list service, they retain their copyright in that message. They also retain their moral right to be identified as the author of the work, and their moral right against derogatory treatment of that message. You warrant that the use of material contained in any message that you submit to a Society list service will not infringe the copyright or other intellectual property right belonging to any third party and you hereby accept to indemnify the Society against any damages that are awarded to be paid to any such third party following a breach by you of this warranty.

6.2 You give the Society, and where appropriate, the list owner, permission to reproduce, deliver, distribute and archive your message as appropriate, and you agree that other list members may read, save, download or print your message.

7. Monitoring and moderation

7.1 The list owner and any other authorised members of Society staff may monitor any list at any time and may take any reasonable and appropriate action to prevent misuse or breach of this acceptable use policy.

7.2 Pre-authorisation of message posts may be invoked or revoked at the discretion of the Society. This is where a message submitted by a list member will not automatically appear on the list for other list members to see until the list owner has reviewed it and authorised its release to be published on the list.

8. Misrepresentation

8.1 You will not attempt to mislead others as to your identity, either by providing false information when subscribing to, or posting to, a Society list service, or by forging the headers and addresses in an email message.

9. Harvesting personal information

9.1 You shall not use the Society list services to collect, information about others, including email addresses, without their consent.

10. Virus protection

10.1 All email passing through The Society list service will be monitored for the following:

- **Virus activity:** All email is scanned by anti-virus software. Any message found to contain a virus will be blocked.
- **Executable files and scripts:** Executable and script files which can contain viruses or Trojan horses will be blocked.
- **Spam:** All email is passed through spam filters that check incoming messages against known spam lists.

10.2 From time to time messages may be falsely identified as one of the above and blocked. Whilst we endeavour to correctly process all messages the Society does not guarantee delivery.

10.3 Although the Society takes all reasonable precautions to minimize the risk of transmitting viruses, we recommend that all recipients of emails through this service carry out their own virus checks on any email attachments. The Society accepts no liability for any loss or damage caused by viruses.

11. Spam or bulk email

11.1 The Society list service does not allow unsolicited bulk email, commercial or otherwise, on any mailing list. We take the following measures to prevent this abuse of our service:

- List members must confirm their subscription or be added by a list owner if they are a member of a specific group or committee. This policy protects against potential senders of junk email as they cannot become a list member using a forged address.
- Lists are configured so messages which are not from list members are rejected.

11.2 Despite best efforts some abuse of the Society list service could occur as new viruses and spamming techniques are continually being created. There is a lead time between identification of this malware and adding them to the anti-malware software used by the Society to check incoming and outgoing email. If you are suspicious of any junk or malicious email being sent to any list you should contact the list owner.

12. Message archives

12.1 Messages sent to a list will normally be archived, and these archives can then be read or downloaded by any member of that same list. These archives may also (at the discretion of the list owner) be made publicly available on the internet and thus be available to anyone. If the list owner has made the archives available on the internet, then list members permit such use by third parties as is permitted by the list owner in respect of that Society list service.

12.2 When using any Society list services, you acknowledge and accept that any message you post to a list may be archived in this manner, and that other list members may download these messages for their own use.

12.3 Archives or collections of the messages sent to a Society list service may not be made publicly available at any other internet site or resource, unless the list owner has granted explicit permission, and current list members of the relevant list have been informed.

12.4 Storage space for archived email messages has a limit and cost implication. To ensure that stored archives remain reasonable current and to control allocated storage space, archived emails will be deleted three years after being placed in the archive.

13. Security of email messages

13.1 Due to the generally insecure nature of the internet, the security of messages to an email service including the Society list services cannot be guaranteed. List users should therefore refrain from posting confidential information to any list. This is true even when access to the list is restricted.

14. Uses of data

14.1 When you subscribe or are added to a Society mailing list, we will collect your email address, name and from time to time other information specific to a particular list, such as membership number. When you leave the Society list service, your email address will be stored as "unsubscribed" for a period of 12 months, and after this date your details will be deleted. However, any message you have posted to a Society list service will remain in the archives and may also (at the discretion of the list owner) remain available on the internet.

14.2 Any member of the Society who leaves membership for any reason, will automatically be excluded and removed from any Society mailing lists on the date of membership termination.

14.3 The Society will protect personal data in accordance with the Data Protection Act 1998 and will never reveal your personal details to any unauthorised 3rd party without obtaining your written consent in advance, unless legally required to do so.

15. Reporting abuse and consequences of misuse

15.1 The list service is extensively used throughout the Society and although, as service providers the Society retains the right to apply monitoring and moderation at any time, persistent monitoring and moderation by the List Owner is usually applied by exception and with due cause to do so.

15.2 List members are trusted to use the service responsibly and within the requirements of this Acceptable Usage Policy.

15.3 However, list members should contact the list owner or by sending an email outlining your concerns to enquiries@bps.org.uk about any act that they reasonably believe to be abuse or a breach of this acceptable use policy. The Society will investigate any report of abuse or breach on a case by case basis and may take any or all of the following actions as appropriate:

- Remove, whether temporarily or permanently, any Society list service
- Directly contact the person responsible for the breach

- Invoke monitoring and moderation without notice
- Remove the person from the list membership
- Enforce the Code of Conduct and Ethics of the Society, if applicable
- Report abuse to the person's host supplier, institution, or service provider
- Restrict email from certain sites or addresses
- Remove inappropriate messages from the Society mail archives
- Make a public announcement to affected parties

15.4 List owners are also required to take reasonable action against any list member who has breached this policy, any other Society policy, legal requirement or the Code of Conduct and Ethics of the Society.

15.5 By subscribing to a Society list service, you agree to comply with this acceptable use policy and all other applicable Society policies.

15.6 If the Society receives any complaint about a message sent to a Society list, we reserve the right to remove the message from the list and archives immediately and without consulting the list member responsible or the relevant list owner.

16. Amendments

16.1 The Society reserves the right to amend the Society list services and acceptable use policy from time to time without notice. If the service and/or policy is amended then all list owners will be informed and may distribute the information to list members. Amendments to the policy will be updated on the BPS website and list members may be required to read and accept the new policy, before they are able to continue to use the Society list services.

17. Availability

17.1 The Society makes no guarantee that the list services will always be available and you acknowledge and agree that the Society is not liable for any temporary or permanent unavailability of a mailing list or non-delivery of messages sent to or from the list. The service may be taken down at any time for maintenance and security reasons, without advanced notice.

18. Termination

18.1 List members acknowledge and agree that the Society may terminate their subscription for any reason, with or without notice. List members may also terminate their subscription at any time by informing the list owner.