

# Website League Interpretation Code

Last updated: January 25, 2025.

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## Part I. Definitions

### 1. Short Names for Website League Documents

1-1. The “**Community Code**” means the Website League Community Code and entails the interpretive sources set out in 6-2.

1-2. The “**Interpretation Code**” means this document, the Website League Interpretation Code.

### 2. Structural Terminology

2-1. A “**Node**” means a website or server which:

- (1). accepts the Community Code as all or part of its own code of conduct, whose Users are required by its Node Staff to comply with the Community Code; and
- (2). allows its Users’ accounts to communicate with the accounts of Users on other Nodes.

2-2. The “**Website League**” means, as appropriate:

- (1). the network constituted by the Nodes;
- (2). the entire set of Nodes in the League; or
- (3). the users of the Nodes collectively.

2-3. The “**League**” means the Website League.

2-4. A “**User**” means anyone who has an account on a Node.

2-5. “**Node Staff**” means Users of a Node who have administrative or moderation permissions on said Node or who otherwise have additional rights or responsibilities on that Node.

2-6. “**Node Moderators**” means Node Staff who are responsible for facilitating governance and mediating intra-Node and inter-Node conflict. This includes:

- (1). nominating and appointing other Node Staff;
- (2). facilitating discussions of governance on their respective nodes; and
- (3). enforcing compliance by a Node’s users with the Community Code.

- 2-7. **“Node Operators”** means Node Staff who are responsible for maintaining the functionality of whichever Node they are Node Staff on.
- 2-8.A **“Steward”** means a User or other person who has been included in the League’s decision-making group, which is collectively the **“Stewards”**.

### 3. Specific Definitions for Common Words

- 3-1. **“includes”** and **“including”** imply **“(but/and) is not limited to”** unless specified otherwise.
- 3-2. **“must”**, **“required”**, and **“shall”** mean that a given action or definition is an absolute requirement.
- 3-3. **“must not”** and **“shall not”** mean that a given action or definition is an absolute prohibition.
- 3-4. **“should”** and **“recommended”** mean that there might exist valid reasons in particular circumstances to vary away from a given action or definition, but the full implications must be understood and carefully weighed before doing so.
- 3-5. **“should not”** and **“not recommended”** mean that there might exist valid reasons in particular circumstances that a particular action or variation upon a definition is acceptable or even beneficial, but the full implications should be understood and the case carefully weighed before doing so.
- 3-6. **“may”** and **“optional”** mean that there is a right to engage in a certain action or for a certain definition to apply. All Users and Nodes shall be prepared to address conflicts arising from anything falling within this category in a manner which maintains compliance with whichever document is using these terms in any given context.

### 4. Terminology for the Interpretation Code

- 4-1.A **“Referring Document”** means whichever document one is referring to this document from.
- 4-2.A **“Binding Document”** means any document which must be accepted by all Users, Node Staff, or Nodes, as is appropriate for any given document considering its content.
- 4-3.A **“Persuasive Document”** means any document the acceptance of which is not strictly mandatory, but where non-application of the document may be treated as an adverse factor in disciplinary or accountability processes.
- 4-4.An **“Advisory Document”** means any document of a solely informative or advisory nature.

### 5. Terminology Related to Legal Compliance

- 5-1.The terms **“law”** and **“legal”** are used in a broad sense that includes juridical and jurisprudential constructs which may be regarded in some analyses as being separate from some stricter definition of **“law”**, such as equity.
- 5-2.The term **“prohibition”** includes any legal measure that has the effect of forbidding or penalising some given form of action or inaction regardless of any legal principles or doctrines that assert that a given legal measure is not prohibitive in nature.

5-3. Each of “**criminal**”, “**quasi-criminal**”, “**statutory**”, “**regulatory**”, “**rights**”, “**enforceability**”, and “**liability**” include any analogous or otherwise similar legal constructs in legal contexts where the preceding terms are not strictly applicable.

5-4. A “**jurisdiction**” in any given context means the least granular description of the jurisdiction in which someone or something is located that suffices to disambiguate which:

- (1). criminal or quasi-criminal prohibitions;
- (2). non-criminal statutory requirements, restrictions, or prohibitions;
- (3). regulatory requirements, restrictions, or prohibitions;
- (4). requirements, restrictions, or prohibitions arising from rights-conferring documents enforceable against private actors including human rights codes; or
- (5). potential forms of civil liability arising from mechanisms including intentional tort and negligence law;

apply in subject areas that might be relevant to the:

- (6). permissibility of a person accessing certain material online;
- (7). material that a person might be legally permitted to post online; or
- (8). administration or moderation of a Node.

5-5. Notwithstanding 5-1, the relevant second-level administrative division of a state in which someone or something is located is deemed to be sufficiently unambiguous, in which case anyone interpreting such shall assume that the most restrictive rules present in any subdivision of said second-level administrative division are applicable.

5-6. “**age of majority**” means the age at which one attains the legal rights of an adult in a given jurisdiction.

5-7. The “**effective age of majority**” in any given context is the oldest of:

- (1). 18 years of age; or
- (2). the oldest age of majority applicable to a person in any relevant jurisdiction.

5-8. “**minor**” means anyone below the effective age of majority in the relevant context.

5-9. A “**relevant jurisdiction**” in any given context means:

- (1). the jurisdiction from which a User is accessing a Node;
- (2). the jurisdiction a Node is hosted in; or
- (3). the jurisdiction in which any of that Node’s Staff reside or are carrying out their duties as Node Staff.

## **Part II. Interpretive Principles**

### **6. Principles Within each Referring Document**

- 6-1. The current full text of any Referring Document takes precedence over any simplified versions or unofficial translations in the event of any inconsistency.
- 6-2. All Users shall interpret any Referring Document based on, in descending order of priority:
- (1). The spirit of its contents and the underlying values which produced said contents, considered in light of how those values and that spirit have evolved during the League's existence.
  - (2). Avoiding blatantly unreasonable conclusions and outcomes.
  - (3). The plain and ordinary meaning of the text of the Referring Document, in light of the differing backgrounds from which its drafters and editors have come and not in a manner which enables pedantry, obfuscation, or obstructionism.
  - (4). The above bases of interpretation as applied to all other Binding Documents to the extent that such is necessary to unambiguously interpret the Referring Document.
- 6-3. No person shall draw any inferences from the style, terminology, structure, or content of any Referring Document in a manner intended to circumvent or diminish, or having the effect of circumventing or diminishing, the bases of interpretation in 6-2, including:
- (1). imputing any degree of legal knowledge or sophistication, or lack thereof, upon any Steward, the Stewards, or any other members of the League;
  - (2). inferring that a specific jurisdiction's laws or principles of legal interpretation have any relevance to the interpretation of the Referring Document above and beyond that of any other jurisdiction's;
  - (3). inferring any acceptance by any Steward, the Stewards, or any other members of the League of any obligations which can be accepted via performance or in any other implicit, unintentional, or otherwise not both explicit and intentional manner; or
  - (4). imputing any knowledge of any given jurisdiction's laws upon any Steward, the Stewards, or any other members of the League.
- 6-4. No person shall interpret the absence of condemnation of some given behaviour in any Referring Document as an endorsement of that behaviour by the League or any members thereof.
- 6-5. The following categories of persons shall apply these definitions in their interpretation of any Referring Document:
- (1). Node Staff may interpret any prohibitions on conduct described within any Referring Document as also encompassing conduct outside of the League where they determine such to be appropriate.
  - (2). Anyone outside the League who is interpreting any Referring Document shall do so in a manner informed by the international nature of the League and the multiple legal contexts which have informed said Referring Document.
- 6-6. The League may, via whichever governance channels it might have at some given time, amend any Referring Document in the future.

## **7. Between Referring Documents**

7-1. Where one Referring Document conflicts with another Referring Document, a person determining which document to follow shall apply the following rules in deciding:

- (1). A Binding Document takes precedence over any Persuasive Document or Advisory Document.
- (2). A Persuasive Document takes precedence over any Advisory Document.
- (3). Between documents of the same degree of precedence, one shall apply the following rules as necessary in descending order:
  - (a). The decision which will cause the least harm, where “harm” includes forms of harm mediated by third parties such as legal sanctions or liability, takes priority.
  - (b). The decision which will create the least risk of harm, in light of both probability and severity, takes priority.
  - (c). The decision which is most consistent with the interpretive bases set out in 6-2 with respect to both documents takes priority.
  - (d). The decision which is least restrictive takes priority.

7-2. Where the rules in 7-1 do not allow one to determine a single correct course of action, the person shall bring the issue to the attention of the Stewards.

## **8. Applicability to Existing Documents**

- 8-1. Any person interpreting any document of the League which was most recently updated before the approval of the Interpretation Code should interpret said document in a manner which is informed by the fact that such documents might not have been drafted with explicit reference to the Interpretation Code.
- 8-2. Any person interpreting any document of the League which was most recently updated before the most current version of the Interpretation Code came into effect should interpret said document with reference to the version of the Interpretation Code which was in effect at the date of said document’s most recent update.
- 8-3. Any person drafting or contributing to future documents of the League shall make their best efforts to do such in a manner that does not result in conflicting or inconsistent definitions with the Interpretation Code.