

AzAJ/AzTLA LISTSERV POLICY

1. **Adherence.** The AzAJ/AzTLA ListServ provides an online forum for members to exchange information related to their practices quickly and at no additional cost. Participation in the ListServ is voluntary and members agree to adhere to this policy in its entirety.
2. **Goal.** The goal of the ListServ is to facilitate and improve communication amongst AzAJ/AzTLA members on topics relating to their practices and the mission of AzAJ/AzTLA, including exchanging ideas and posting/answering questions. Members agree to refrain from posting communications contrary to or remote from AzAJ/AzTLA's interests.
3. **Restricted Access.** Use of the AzAJ/AzTLA ListServ is restricted to current AzAJ/AzTLA members. Members shall not use the ListServ for the benefit of or on behalf of any non-members including but not limited to partners, associates, employees or acquaintances. Individuals must become AzAJ/AzTLA members in order to use or access the ListServ. Violation of this requirement may result in a member's permanent removal from the ListServ.
4. **Confidentiality.** AzAJ/AzTLA intends all ListServ communications and content to be confidential within and between ListServ members. Members agree to maintain ListServ confidentiality within and between ListServ members. ListServ members shall not forward or otherwise provide ListServ communications or content to non-members of the ListServ. While AzAJ/AzTLA intends a high level of confidentiality of the ListServ content, members acknowledged that confidentiality is not guaranteed.
5. **No Promotion of Outside Groups/Events.** ListServ members shall refrain from posting on the ListServ to solicit members to contribute time, goods or services to groups, interests, seminars or other functions given by groups other than AzAJ/AzTLA. If a ListServ member is uncertain if a post will violate this provision, he/she is encouraged to contact AzAJ/AzTLA staff for a determination in advance of posting. If any posting is deemed a violation of this provision, AzAJ/AzTLA reserves the right to delete it.
6. **No Copyright Infringement.** ListServ members agree to comply with all copyright laws and agree to refrain from posting any copyright-protected material without permission from the copyright owner. If a ListServ member posts copyright-protected material, he/she warrants that he/she owns the copyright or has obtained permission to post from the copyright owner. Additionally, the posting party grants AzAJ/AzTLA and the non-exclusive right and license to display, copy, publish, distribute, transmit, print and use such information or other material provided such use does not violate copyright laws.

7. **Online Etiquette.** ListServ members agree to be respectful, courteous and professional in their postings at all times. Foul language, disparaging remarks about fellow members or members of the judiciary, potentially libelous or inflammatory remarks are prohibited. Read posts in an ongoing thread prior to responding in order to avoid duplicative responses. Be concise in posts. Use descriptive subject lines to make it easier to conduct future archive searches by subject (e.g. rather than “Need Expert,” day “Need Orthopedic Expert Phoenix”). Avoid posting off-topic messages, but if a ListServ member does so, label it “Off-Topic” or “OT”. Ensure that private responses are in fact private by restricting the addressee to the intended recipient. Be aware that any posts could be potentially be forwarded outside of the ListServ, despite intended confidentiality.

8. **Political Speech.** AzAJ/AzTLA intends to limit political speech to AzAJ/AzTLA related issues. Members agree to comply with this restriction.

9. **Violations.** The AzAJ/AzTLA Executive Director shall determine whether any ListServ members’ posts or conduct violates this ListServ policy subject to review by the AzAJ/AzTLA Board of Directors. AzAJ/AzTLA staff may delete content deemed violative of the ListServ policy at any time and may suspend or permanently ban a ListServ member from access to the ListServ. ListServ members may appeal ListServ removal or sanctions imposed for violations to the AzAJ/AzTLA the Board of Directors in writing. The Board of Directors’ decision on the appeal shall be final.

10. **Waiver & Release of Liability.** The ListServ is provided as a service. ListServ members assume all risks associated with utilizing and relying upon the ListServ and hereby waive, release, and discharge AzAJ/AzTLA, its Board of Directors and their officers, and employees from any and all claims and liabilities of any kind whatsoever related to the ListServ. ListServ members agree that AzAJ/AzTLA makes no representations or warranties related to the ListServ or any of its content. AzAJ/AzTLA disclaims all warranties including implied warranties of merchantability and fitness. ListServ members waive all right to damages of every kind, including consequential, special, and indirect damages, that may result from loss or use of data or monies.

AzAJ/AzTLA intends for the List Server to provide a beneficial service to its members. Each members’ adherence to this policy will further AzAJ/AzTLA’s aims. By signing you indicate that you have read and agree to comply with this policy statement.

Print Name: _____ Email: _____

Signature: _____ Date: _____

Return this form to: AzAJ/AzTLA, 1661 E. Camelback, Suite 204, Phoenix, AZ 85016 or FAX to: (602) 235-9331