

DTLA LISTSERV USER AGREEMENT

Updated October 2006 with Amended Bylaws - Membership

In order to participate in any DTLA listserv, DTLA members must sign this DTLA Listserv User Agreement ("Agreement").

In consideration of participating in the DTLA listserv(s), I agree to the terms and conditions outlined in this Agreement. I understand that DTLA may modify the terms and conditions of this Agreement from time to time including, but not limited to, the right to impose access and usage limitations, and that such modifications shall be effective upon written or email notice to me.

1. I certify that I meet the following requirements for membership in DTLA as a Regular Attorney Member: I am a member in good standing of the State Bar of Texas or am a duly licensed out-of-state lawyer in good standing in my state of licensure who does not regularly and consistently represent companies, corporations, utility companies and/or defendants in actions filed by individuals who have been injured or damaged and am not associated with a law firm that regularly and consistently represents such entities or individuals. In addition, I am not retained or paid by insurance companies or associated with a firm retained or paid by insurance companies in personal injury actions. Moreover, I am not an employee of an executive branch agency of state or federal government.
2. In connection with any representation of or advising of a defendant to personal injury litigation, I will not use the listserv(s) to benefit such representation or advising, including making inquiries on the listserv related to the representation or advising. Furthermore, in connection with any such representation or advising, if I learn that another DTLA member represents one or more plaintiffs in the litigation, I shall immediately inform that DTLA member of my representation or advising and I shall post notice of my representation or advising on the listserv(s).
3. I will limit my listserv discussions to legal issues only and will be clear and explicit when communicating on the listserv. I will not use such terms as "Please Destroy When Read," "For Your Eyes Only," "No Copies" or similar phrases.
4. I will not use the listserv(s) to:
 - o send messages such as jokes or items for sale;
 - o send any messages containing defamatory, abusive, profane, threatening, offensive or illegal information or materials;
 - o discuss my business policies or practices with competitors in any anticompetitive context;
 - o list any copyrighted material or information without the consent of the copyright owner;
 - o discuss the fees I charge for any legal services or discuss any information that might be construed as price fixing, a boycott, an illegal restriction of free trade or any other antitrust violation; and
 - o disclose any material or information obtained via the DTLA listserv(s) to anyone who is not authorized to receive such information.

5. I understand and acknowledge that the DTLA listserv(s) may not be totally private and may contain discoverable statements or information.
6. I will not voluntarily disclose any material or information I obtain from the DTLA listserv(s) to anyone who is not authorized to receive such information. I understand, however, that this Agreement does not prevent me from using the material or information obtained from the listserv(s) in my legal practice.
7. I agree that I will not sell or distribute for profit any of the information, documents or materials I obtain from the DTLA listserv(s) or from its members under any circumstances.
8. I agree that all electronic communications on the DTLA listserv(s) will be used for business purposes only and in accordance with DTLA's policies and procedures. All listserv(s) are subject to periodic audit and monitoring by DTLA staff members and contractors for business and security purposes.
9. I understand that I may be held individually liable for any communications I send on the DTLA listserv(s) including, but not limited to, defamatory, discriminatory, antitrust, anticompetitive, false, or unauthorized information. I also understand that I must comply with all state and federal copyright, trademark and patent laws and regulations.
10. I agree to indemnify, defend and hold harmless DTLA and its respective subsidiaries, affiliates, officers, directors, owners, agents, employees, parents, insurers, successors or assigns from and against all loss, claims, demands, causes of action, liabilities, expenses, including reasonable attorney's fees and costs in connection with any claim arising out of or resulting from, in whole or in part, (a) any breach of the Agreement by me, or (b) any omission or act taken or committed by me in connection with the listserv(s).
11. I agree that in no event shall DTLA be responsible to me for any indirect, consequential, incidental, special or punitive damages or losses I may incur in connection with any DTLA listserv or any of the data or other materials transmitted through or residing on any DTLA listserv, even if DTLA has been advised of the possibility of such damage or loss.
12. I acknowledge that DTLA may remove me from the listserv(s) for violating this agreement and that such violation may result in termination of my membership in DTLA.
13. This Agreement shall become effective upon approval and execution by DTLA in Dallas, Texas, and shall continue in force until terminated by me in writing. Notwithstanding the foregoing, DTLA may terminate this Agreement immediately upon written or email notice to me.
14. This Agreement shall be governed by and construed under the laws of the State of Texas. If either DTLA or I fail to notify the other of any violations of this Agreement or to take any action permitted by this Agreement, this will not mean that DTLA or I cannot notify the other of future violations of any part of this Agreement or terminate the Agreement or exercise any other rights contained in the Agreement in connection with any future violations.

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OUTLINED IN THE FOREGOING DTLA LISTSERV USER AGREEMENT:

Signed: _____

Print Name: _____

Date: _____

Bar Number: _____

Email Address: _____

*** I would like to (check one):

Have each message delivered to me as posted.

Receive the messages in a daily digest format.

PLEASE PRINT, SIGN & RETURN THIS AGREEMENT TO DTLA BY FAX TO ANYA LUCAS: 214.745.8864 or email Alucas@tla.com

Approved: Yes No

Specify Reason if Not Approved: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

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