



MAJ Online Services Member Agreement & Request Form

I CERTIFY to the Maryland Association for Justice (MAJ) and to my fellow members of MAJ that I have familiarized myself with the following usage restrictions and rules with respect to the members-only areas of MAJ's website, <http://www.mdforjustice.com>, and to MAJ's Listserv, MAJ Member Networking, whose address is majmember@lists.trialsmd.com. I also understand that these rules also apply to the other Listservs sponsored by MAJ to which I may be subscribed.

I agree to abide by these usage restrictions as a condition of access:

1. PROHIBITIONS. The following material is inappropriate and may not be posted by members to any of MAJ's Listservs:

- Offensive materials: obscene, offensive, inflammatory, libelous, derogatory or any other *ad hominem* messages.
 - Copyright violations: anything that appears to be lifted in whole or large part from copyrighted sources.
 - Commercial messages: use of this service for commercial purposes is not allowed, except to promote MAJ products and services for MAJ members. This should not be interpreted to disallow the occasional offering of one's own used law books, office furniture, or commercial space, recommending of former employees, notifying fellow members of job openings, or giving advice concerning third party products or services in response to a specific request for information.
 - Messages which promote the programs, events, or campaigns of other entities, including bar associations and community or charitable groups, unless permission for the posting is granted by MAJ in advance or the programs or activities being promoted are otherwise endorsed by MAJ.
 - Political messages: messages that endorse specific electoral candidates and '*ad hominem* political messages.' An '*ad hominem* political message' is one that either praises or expresses dissatisfaction with a specific political party, candidate for office, elected official or is contrary to the beliefs for which this organization was founded. Not expressly prohibited are messages that merely communicate a political leader's expressed position on an issue of interest to trial lawyers, but members are urged to be cautious with respect to the tone of such messages.¹
- Any other messages that MAJ hereafter adds to the list of prohibited speech and which are communicated to members of the Listserv via its website, Listservs, or other means of publication.

¹ MAJ reserves the right to inform its members from time to time through its Listservs of activity that takes place in the state legislature or Congress, such as how a legislator voted. MAJ also reserves the right to inform its Listserv members of political candidates that MAJ, MAJ-PAC, AAJ or AAJ-PAC may endorse. Such endorsements are made through the official arms of these organizations based on the candidates' positions on issues of concern to trial lawyers and their clients.

2. ACCESS. Access to the Members Area of the website, MAJ Member Networking, and other MAJ Listservs:

A. Access to the general listserv is available to any MAJ member except that: Any attorney who maintains a personal injury practice, defined as motor vehicle torts, medical and other professional liability torts including nursing home torts, workers' compensation and any other tort practice (i) must devote at least 80 percent of their personal injury practice to representation of Plaintiffs and (ii) no listserv participant may be a partner, employee or of counsel in any firm which does not devote at least 80 percent of the firm's personal injury practice to representation of Plaintiffs.

B. Access to section listservs for medical malpractice, nursing home negligence, motor vehicle negligence and workers' compensation are expressly reserved for members who exclusively represent Plaintiffs and any future criminal defense bar listserv shall prohibit prosecutors.

MAJ, in its sole discretion, may exclude or bar any member from access to its Listservs or the Members Area of its website. Likewise, for good cause shown, MAJ may waive the requirements listed above for Listserv participation.

3. RESTRICTIONS ON USE. Information gained through access to the Members Area of the website or from MAJ Listservs is for the sole use and benefit of Regular Members who have been specifically approved for participation on the Listserv. Listserv participants agree not to forward or otherwise distribute MAJ Member Networking messages to those who are ineligible to receive them. Further, these materials are intended for the exclusive use of MAJ members representing plaintiffs in civil actions or defendants in criminal actions. Materials may not be furnished to a defendant, defense interest, criminal prosecutor, or any other person not assisting in the representation of a civil plaintiff or a criminal defendant, except as required by law. Confidential information should be treated as confidential work product. If materials from the Members Area of the website or MAJ's Listservs are requested or ordered to be produced during discovery, members are urged to contact MAJ immediately, and oppose the discovery, unless and until MAJ consents to its release. While the MAJ website and its Listservs should not be regarded as completely secure and should never be used for anything that should remain strictly confidential, this admonition does not constitute an admission by MAJ or the signer that work product or other privileges do not apply.

IMPORTANT NOTICE: ANY USE OF MATERIALS OBTAINED FROM THE MEMBERS AREA OF THE WEBSITE OR FROM MAJ'S LISTSERVES TO ASSIST IN LOBBYING EFFORTS OR ELECTORAL CAMPAIGNS APART FROM THOSE SANCTIONED BY MAJ, OR THE REPRESENTATION OF INSURANCE COMPANIES, OR THE DEFENSE OF PERSONAL INJURY OR WORKERS COMPENSATION ACTIONS, OR THE PROSECUTION OF CRIMINAL ACTIONS, IS EXPLICITLY PROHIBITED (UNLESS OTHERWISE REQUIRED BY LAW). PROHIBITED USE MAY EXPOSE THE PERSON OR PERSONS USING THESE MATERIALS TO SANCTIONS BY MAJ, UP TO AND INCLUDING THE TERMINATION OF MAJ MEMBERSHIP AND/OR REPORTING THE OFFENDER TO MARYLAND'S ATTORNEY GRIEVANCE COMMISSION AND ANY OTHER RELEVANT DISCIPLINARY AUTHORITY.

4. PRIVILEGED INFORMATION. Due to the nature of email and the evolving levels of sophistication which individual computer users possess, there may be times when privileged attorney-client or work product information is accidentally disclosed on MAJ Listservs by someone who did not intend to reveal privileged data. As a result, it is incumbent upon list participants to delete and refrain from forwarding obviously sensitive information to others, whether or not the intended recipient is a Regular Member of MAJ. Listserv participants are presumed to have disclosed any such privileged information by accident unless they affirmatively state otherwise in their messages.

5. NETIQUETTE. There are some rules of "netiquette" that are widely accepted by experienced on-line users. While not all such rules or potential rules are spelled out in this agreement, the MAJ may periodically post message content advisories on an as-needed basis. It is incumbent upon list participants to read such advisories and heed them. The Listserv is not a private "chat room" and participants should avoid cluttering the list with personal comments or "thank you's" that are better sent in private messages. The Listserv exists to assist members in the practice of law and law office management. If you have any doubts about the content or permissibility of a message please contact MAJ at info@mdforjustice.com.

6. OBLIGATION TO KNOW CURRENT RULES. MAJ reserves the right to change the requirements for website access and Listserv participation at any time and to require participants to sign updated forms as a condition of continued participation in MAJ's Listservs and/or continued access to its website. Every time a member posts a message to an MAJ Listserv, reads a message delivered to him or her from an MAJ Listserv, or accesses content on the Members' Only area of the MAJ web site, the member certifies that he or she continues to be eligible for Listserv membership, and that he or she agrees to be bound by the current version of the online services member agreement and by any additional, applicable set of Listserv rules.

7. SIGNATURE BLOCK REQUIRED. Every message sent to MAJ's Listservs must be accompanied by information adequate to identify the sender, which shall include as a minimum, the sender's name, firm name, city, state, and email address.

8. OTHER GUIDELINES AND RULES. If you sign this document, you are bound not only by this current version, but also by any updated version which may be posted on MAJ's web site. Additional guidelines and rules may be set forth periodically in a Listserv FAQ on our web site, and by other supplemental postings. Members are advised to check the website periodically to review the current version of this document and to familiarize themselves with any other rules and guidelines for Listserv messages.

9. REMINDER. Please remember that any message you post to MAJ's Listservs has the potential to be forwarded inappropriately to another member, a judge, defense counsel, the news media, a legislator or other governmental official. Messages are not filtered or moderated ahead of time. Use discretion in what you post and be advised that PROVOCATIVE COMMENTS about individuals and COMPLAINTS about fellow members or MAJ itself are better suited to private messages. Again, this reminder should not be taken as an admission by MAJ or the signer that Listserv messages lack potentially applicable privileges.

10. NO CONTRACTUAL RIGHTS. This Agreement does not give the signer any contractual rights, due process rights, or property rights which may be enforced by the member or his or her firm in the event access rights are terminated, but merely serves as the signer's acceptance of the terms of access. This Agreement does not oblige MAJ to make a pro rata refund of fees in the event the signer's Listserv membership is terminated. The signer's obligation to adhere to the above terms survives the termination of his or her access rights *and* his or her MAJ membership.

11. INDEMNIFICATION. The signer agrees to indemnify, defend and hold harmless MAJ from all claims, damages, costs and attorneys fees that MAJ may incur or be found liable to pay as a consequence of any posting from the member's account to any MAJ Listserv and/or any donation of materials from the member to the MAJ Deposition Bank and/or Document Bank or any other plaintiffs' organization, such as TrialSmith or AAJ, with which MAJ may have a file sharing relationship.

12. AGREEMENT BINDING UPON FIRM/EMPLOYER. The undersigned Member hereby represents and warrants that he or she has authority to bind his or her law firm/employer to the terms of this Agreement, including its rules and restrictions, and that the law firm/employer identified below will itself be so bound.



MAJ Online Services Member Agreement & Request Form

In order to access the listserv, a request form must be signed and payment must be included. Once the information is received, your application will need to be reviewed and approved by the MAJ Board of Governors. Once approval is given, you will be notified by the MAJ staff with instructions on how to post and review messages.

Please specify your selection below

- I would like to join the MAJ General Listserv.

The MAJ General Listserv connects you to other MAJ members on the listserv. This listserv has an annual subscription fee of \$125.00. The subscription year is January 1st through December 31st. Fees will be prorated at \$10.41 per month for partial months.

- I would like to join the MAJ Section Listserv (*please select below*).

The MAJ Section Listservs connects you other MAJ members in a specific area of practice. You need to be a member of the section to participate. The fee for this service is included in your section dues.

- | | | |
|--|---|--|
| <input type="checkbox"/> Auto Negligence Section | <input type="checkbox"/> Criminal Law Section | <input type="checkbox"/> Disability Benefits Section |
| <input type="checkbox"/> Family Law Section | <input type="checkbox"/> Immigration Section | <input type="checkbox"/> Medical Negligence Section |
| <input type="checkbox"/> New Lawyers Section | <input type="checkbox"/> Nursing Home Section | <input type="checkbox"/> Workers' Compensation |

REQUIRED: All four questions must be answered for consideration for listserv privileges.

1. What percentage of **YOUR** personal case load involves handling **personal injury** cases on behalf of an injured party? ____ %
2. What percentage of **YOUR** personal case load involves the **defense** of those claiming personal injuries? ____ %
3. What percentage of your **FIRM'S** overall case load involves handling **personal injury** cases on behalf of the injured party? ____ %
4. What percentage of your **FIRM'S** overall case load involves the **defense** of those claiming personal injuries? ____ %

By signing below, I agree to abide by the rules and restrictions of the terms of this Agreement, including its rules and restrictions.

Applicant Signature _____ Date _____

Name _____
(Please Print)

Firm/Employer _____

Address _____

City _____ State _____ Zip _____

Telephone Number: _____ Email Address _____

METHOD OF PAYMENT

____ Check (enclosed) ____ Credit Card: __ Visa __ MC __ Discover __ AMEX

Card#: _____ Exp. Date: _____ (mm/yy)

Signature: _____

Return this form by mail: MAJ, 10440 Little Patuxent Pkwy, Ste 250, Columbia, MD 21044 **OR**

FAX: (410) 872-0993

Internal Use Only