

## MATAMEMBERS LISTSERV Terms of Use - 2016

**Use of this List is subject to your agreement of the Listserv Terms of Use.  
MATA will assume you agree to these terms  
UNLESS we are otherwise notified.**

### **Access**

You are not permitted to post to, receive from or otherwise use or access a List unless you are an existing member of the List group (MATAMembers or Regional Lists as appropriate). Do not allow nonmembers to use your user name to access or continue List use after your log-in or to post to a List. Nonmembers are not to be allowed access to any messages or attachments you have downloaded, except for your support staff, who are instructed to follow these Listserv Terms of Use.

It is of utmost importance that you ensure downloaded messages and material not be accessible to tort or workers' compensation defense attorneys. You may not share any e-mail, posted information, or documents obtained from or through the Listserv with any law firm, attorneys or staff working for lawyers whose practice is primarily tort or workers' compensation defense litigation. If you work in a law firm with attorneys whose practice is primarily tort or workers' compensation defense litigation, you are required as a condition of access to the Listserv to take all measures necessary to prevent those attorneys and their support staff from being able to access any of your e-mail or attachments obtained from MATA Lists.

### **General Guidelines on Use**

**The most appropriate and confidential way to respond to most messages is to reply to the Sender only. Make sure their name appears in the "To" line of your reply, and not MATAMembers List. If your reply is truly of interest to the entire List, you should choose the option 'Reply' and your reply will be posted to the entire List.**

- Do not post racist, sexist or other derogatory remarks or jokes that might be offensive to other people.
- Do not solicit contributions for causes or political candidates without permission from MATA Staff.
- Messages posted on MATA's Listservs may not be posted or forwarded to other Lists without permission from the author.
- Do not use the List to advertise CLE programs except MATA's.

- Do not use the Lists to recruit new associates, partners, or legal staff.
- Keep paragraphs and messages short.
- Focus on one subject per message and always include a pertinent subject title for the message.
- Always sign your message with your name and preferred e-mail address.

### **Restrictions on Transmitting Materials**

You are responsible for all content that you upload, post, e-mail or otherwise transmit. Although MATA does not generally control transmissions, MATA retains the right to bar any user who violates any of the Listserv Terms of Use, including transmission of objectionable material. You agree to follow the General Guidelines on Use and NOT to transmit:

1. Content that is threatening, abusive, harassing, defamatory, libelous, pornographic, obscene, invasive of another's privacy, otherwise tortious or unlawful, hateful, or is racially, ethnically or otherwise objectionable.
2. Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or which negatively affects other users' ability to upload, download, communicate in real time, or utilize features as they have been designed to function.
3. Material that violates a copyright, license, right of privacy, right of publicity, trademark, privilege, right of confidentiality, fiduciary obligation, trade secret, employment obligation, agreement or other restriction on use.
4. Material whose use is authorized only when accompanied by a copyright notice, source credit or other required marking or language, unless accompanied by the required marking or language.
5. Content that constitutes, encourages or provides instructions in committing a criminal offense, violation of another's rights, conduct which is likely to give rise to liability or violation of Court Rules or Rules of Professional Conduct, or violation of these Listserv Terms of Use.
6. Advertisements, solicitations, promotions or announcements of goods or services for commercial purposes, except for the purpose of sharing information

with users about third party services that are likely to be of interest to such users and in which you have no financial or beneficial interest.

7. Material that contains known falsehoods (unless for the purpose of disclosing and pointing out such falsehoods), including use of inaccurate identification of content, author, source, your identity or affiliation.

8. Content outside the stated purpose and scope of the List.

9. Briefs, declarations, depositions or expert testimony subject to outstanding confidentiality agreements or orders, unless in compliance therewith. You must delete material that reveals client confidences, secrets, trade secrets or privileged information, unless the client consents to posting or revelation of the information.

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### **Confidentiality**

Even though the MATA Lists are private and intended only for the use of members, we cannot guarantee confidentiality. E-mail is easily forwarded and in some offices e-mail is accessible to a variety of people despite the users' commitment to these Listserv Terms of Use. Some firms have a mixed practice, representing both plaintiffs and defendants. Be prepared for defense counsel to have a copy of your e-mail. Consider your comments to be public. Therefore be professional and careful about what you say.

### **Indemnity**

You agree to indemnify (including reasonable attorney's fees incurred), defend and hold MATA, its officers, employees and agents harmless from all claims and demands made by any third party due or related to (i) any material you transmit, (ii) your violation of these Listserv Terms of Use.

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