

NEW JERSEY ASSOCIATION FOR JUSTICE, INC.

LIST SERVER AGREEMENT

I. RULES OF USE

A. Purpose and Scope of The List Servers. The List Servers provide a forum for Regular Members of NJAJ to exchange ideas, offer practice tips and seek advice related to the practice area of the list.

B. Terms and Conditions. I agree to the terms and conditions set forth below as an agreement between NJAJ and myself regarding my participation in and the use of the information shared in NJAJ's List Servers. This agreement supersedes any previous similar agreements between NJAJ and myself. I understand that the use of the List Server is a privilege of membership in NJAJ which may be revoked if I breach the terms of this agreement.

I agree to sign off on the terms of the List Server Agreement on an annual basis, or as often as the organization deems it necessary.

C. Enforcement. This agreement shall be enforced by the List Server Committee Co-Chairs as specified in Article VII of this agreement. The Co-Chairs have the authority to suspend my access to the List Servers as specified in Article VII. I have the right to appeal the suspension to the NJAJ Board of Governors. I take full personal responsibility for any actions performed using my NJAJ username and password.

D. Use of Information. I have the right to make all information that I post to any List Server available to my NJAJ colleagues and accept full responsibility for any copyright infringement or other legal actions, which may be brought against NJAJ as a result of information that I post. Further, my NJAJ colleagues may use the information subject to the conditions and restrictions placed on them by the provisions below. NJAJ, the NJAJ Document Bank and TrialSmith, or their successors may load this information into searchable databases or otherwise provide this information for fees or other consideration to NJAJ members. My name, address, and other contact information may be included in these searchable databases or other information collections.

E. Regular Member. Only a regular member¹ of the New Jersey Association for Justice, (hereinafter referred to as “NJAJ”) is permitted to become a user of a List managed by NJAJ (hereinafter referred to as “List or List Server”) with the exception of the Allied List Server. A user of a List is allowed to post, receive or otherwise access a List. A List Server member will not allow a non-List Server member to use the user’s name to access or use the List. A member will not allow non-members to have access to any messages or attachments downloaded from the List, except for support staff instructed to follow these List Server Terms of Use. If a user’s NJAJ membership lapses or expires, the user must discontinue use of a List.

F. Prohibited Uses. It is of utmost importance that no downloaded messages and/or materials be made accessible to Public Service Attorneys, tort, employment law, workers’ compensation defense attorneys, judges, doctors, medical providers, or anyone who is not a Regular Member of NJAJ. Except for material that is otherwise publicly available, a user shall not share any e-mail, posted information or documents obtained from or through a List with any other law firm, attorney or staff working for any attorney who is engaged primarily in tort, employment law, or workers’ compensation defense litigation. If any attorney in the user’s own law firm is engaged primarily in the defense of tort, employment law, or workers’ compensation litigation, the user is required to take all measures necessary to prevent that attorney and staff from being able to access any of user’s e-mail, attachments, documents or information obtained from a List. All users understand that under no circumstances are any attachments, documents or information obtained from a List to be used in connection with the defense of any tort, employment, or workers’ compensation cases.

I am aware that any use of materials obtained from any NJAJ List Server to assist in the defense of a civil action or the prosecution of a criminal action is explicitly prohibited and any such use may expose the persons using these materials in such a manner to ethical sanctions by NJAJ and/or the appropriate state or local bar association.

Any member who is employed at a law firm who has another member of the firm whose primary area of practice is insurance defense must use a private e-mail address for their membership on the List Servers.

G. Standards of Conduct. A user is strictly prohibited from making racist, homophobic, sexist or otherwise bigoted or derogatory remarks or jokes that are likely to be offensive to other people.

¹Article III, Section 1(a) of the By-Laws of NJAJ states:

Regular Members Any person who is licensed to practice in New Jersey; is of good moral character; is engaged in any field or phase of advocacy; follows the rules of professional conduct of New Jersey; and who is committed and *devoted* to the concept of a fair trial, the adversary system, and a just result for the injured, the accused, and those whose rights are jeopardized, shall be eligible for regular membership, and shall continue to be a regular member in good standing upon the payment of his periodic dues and the continued adherence to the objectives of the Association and to the qualifications for membership, and who shall in writing subscribe to those objectives. Provided, however, that no person shall be eligible for or continue his Regular Membership in this Association who, for the most part, represents the defense of personal injury litigation.

H. Political Solicitation. A user is strictly prohibited from soliciting contributions for causes or political candidates regardless of the sponsor of the event. This prohibition does not apply to the BOG or EC lists, and is permissible, but only after approved by the President and NJAJ PAC Chair.

I. Do Not Forward Messages. A user will not post or forward any message from a List to any other lists without the permission of the author.

J. Competitor Promotion Prohibited. A user is strictly prohibited from advertising CLE programs other than those of NJAJ. However, promotion of AAJ CLE events is permitted on the NJAJ List Servers provided approval from the President of NJAJ and the Chair of the Foundation has been obtained.

K. Anti-Virus Measure. A user shall scan a document for a potential virus before sending it to a List.

L. Political Solicitation. A user is strictly prohibited from soliciting contributions for causes or political candidates regardless of the sponsor of the event. Anyone who is interested in soliciting political campaign contributions through NJAJ must make that request off-list, in writing, to NJAJ Headquarters. All such requests will be considered by the President of NJAJ and the Chairperson of NJAJ PAC. If that request is approved, a political contribution solicitation will go out on the President's separate e-mail list (over 1,600 members) and the solicitation will be made by and on behalf of NJAJ. Should any member wish to solicit political contributions individually, he or she certainly has the right to make phone calls or to solicit by email, but they are just not permitted to do so on the NJAJ List Server.

M. Political Postings – Off Topic List Server Only. The mission of NJAJ utilizes, cognizes and intersects with state and national politics. Political events, office-holders, candidates and issues will from time to time come to the attention of NJAJ and its members. All political postings are to be made on the “Off Topic List Server” only. As the purpose of the Off Topic List Server is to advance the discussion of issues and information of interest to, and relevant to, its members and their clients, discussion of political events, issues, candidates and office holders is appropriate subject to the guidelines contained in this agreement. The posting of ALL political articles is prohibited on all NJAJ List Servers.

N. Postings Concerning The Judiciary. A posting inquiring about any local, state or federal judge shall avoid direct, vitriolic personal attacks. All responses critiquing any local, state or federal judge must be made privately and directly to the individual so inquiring and no response will go through any of the NJAJ List Servers. No such critiques are to be made on any NJAJ List Server.

O. Commercial Purposes. Under no circumstances will a user exploit information obtained from NJAJ’s List Servers for commercial purposes that are not connected with the practice of law on behalf of a client or the administration and management to user’s law office.

A user will not download information obtained from the List Servers into any other document, database, or information retrieval system except for those directly under user’s control

and used solely to support the litigation efforts in which user is engaged or the administration and management of user's law office.

A user will not directly solicit clients through the NJAJ List Servers. A user will not utilize NJAJ's List Servers to advertise programs or activities that are not sponsored by NJAJ. This includes announcements of other organizations' CLE programs.

Other than NJAJ sponsored events, a user will not market to List Server users for any profit-making venture. A user will not offer items for sale for profit through the List Servers except in connection with the administration and management of user's law office.

P. Monthly Notification. Headquarters will send out a monthly e-mail from the NJAJ president on the one way List Server to all of the List Servers which states the following: "KNOW WHO YOU ARE TALKING TO. Below is a list of all members of the NJAJ List Servers. Please take a moment to look at the membership list so you are aware of who is viewing you List Server posts. Thank you."

Q. Board of Governor Approval. Prior to approving an applicant for access to the NJAJ List Server, a member of the Board of Governors must call the applicant in advance to ensure that they fit the definition of Regular Member of NJAJ and reiterate what they can and cannot do with postings from the NJAJ List Servers.

II. GENERAL USER GUIDELINES

1. A posting must not violate any other rule of the List Server, (e.g., nothing bigoted, sexist, homophobic, critical of religious belief, racist, etc.).
2. A posting must not personally denigrate a member or an attorney in a member's firm or the member's law firm, directly or indirectly; this serves NO valid purpose of the List Server.
3. A posting should convey factual information or respectfully stated opinion about issues.
4. No post should contain anything that is threatening, abusive, harassing, defamatory, libelous, pornographic, obscene, invasive of another's privacy, otherwise tortuous or unlawful, hateful, or is racially, ethnically or otherwise objectionable.
5. No posting of political commentary from outside sources is permitted.
6. Each member to a particular List Server is limited to a maximum of 15 posts per day. Any posts exceeding this amount will be automatically deleted and will not appear on this particular List Server. The List Server committee reserves the right to change the number of allowable posts per day as needed.
7. The user will keep paragraphs and messages short.

8. Each message will focus on only one subject and include a pertinent subject title. Off topic messages are only to be sent on the Off Topic List Server.
9. A User will sign all messages with the user's name, firm name, mailing address and preferred e-mail address.
10. The most confidential way to respond to messages is to reply to the sender only. If a user hits reply, the message will go to the entire list.
11. In a reply, a user will only include relevant portions of the original message. The user shall delete any header information and shall place the user's response before the original posting. Do not send messages such as "thanks for the information" "call me" or "me, too" to the entire list. A user can respond to an individual by using the user's e-mail application's forwarding option and typing in or cutting and pasting in the e-mail address of the individual. If a user has a question or needs clarification, do so privately. The goal is to limit the number of messages that are posted on the List Server. Users will post only questions and answers of a general interest.
12. A user will not send administrative messages or instructions, such as "remove me from the List", through the List Server. Users will use the Web interface at www.trialsmith.com to change settings or to remove the user from a List. If you change e-mail addresses, a user only needs to change the user's settings.
13. A user will provide a clear and concise label of every posting in the subject line. For example, if it is a Medical Malpractice question, "Med Mal", should be the first words in the subject line. For Auto cases, "Auto" should be the first word in the subject line. Other categories could be "Premises", "Liens", "Dog Bite", "Experts", "Products Liability", "General Neg", "Political" etc.
14. All users agree that any depositions, motions, or other briefs that are exchanged shall also be sent to NJAJ or posted to TrialSmith so that other members seeking this information can benefit as well.
15. No one shall post commentary or criticism of the List Server rules or their enforcement on the NJAJ List Servers. All such commentary or criticism is to be forwarded directly to NJAJ headquarters and/or the list server co-chairs off list.
16. No one shall post commentary or criticism of NJAJ or its employees, officers and/or directors on the NJAJ List Servers. All such commentary or criticism is to be forwarded directly to NJAJ headquarters and/or the NJAJ president off list.
17. All members agree to use their discretion to make reasonable efforts to submit their posts to the proper List Server that is most relevant to their topic. All List Server posts, other than those sent out by NJAJ, shall be posted to one List Server only. Identical posts sent to more than one List Server are not allowed.
18. No one shall post or re-post articles from outside sources on any of NJAJ List Servers.

19. No one shall denigrate a member, a lawyer in a member's firm or a member's law firm in any posts to the List Servers.

III. RESTRICTIONS ON TRANSMITTING MESSAGES AND MATERIALS

A. Each user is responsible for all content that the user uploads, posts, e-mails or otherwise transmits. Although NJAJ does not control transmissions, NJAJ retains the right to bar any user who violates any of the List Server Terms of Use, including transmission of objectionable material. In addition, NJAJ also reserves the right to bar individual posts from being disseminated to the list that violate the rules stated in this agreement. A user agrees to follow the General Guidelines on Use and **not** to transmit the following:

1. Content that is threatening, abusive, harassing, defamatory, libelous, pornographic, obscene, invasive of another's privacy, homophobic, bigoted, 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 user's 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 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 List Server Terms of Use.
6. 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.
7. Content outside the stated purpose and scope of the List.
8. Briefs, declarations, depositions or expert testimony subject to outstanding confidentiality agreements or Order, unless in compliance therewith. A user must delete material that reveals client confidences, secrets, trade secrets or privileged information, unless the client consents to posting or revelation of the information.

B. By transmitting material via the List Server a user does so at the user's own risk and expense with full knowledge of these List Server Terms of Use. NJAJ will notify users of any breach of these Terms of Use when it learns and has reasonable evidence or confirmation of a breach. If another user violates a copyright or other restriction on use applicable to material a user has transmitted, NJAJ will cooperate with the user's enforcement efforts by providing the user with non-privileged information easily available to NJAJ from its records. NJAJ does not undertake any enforcement efforts itself with respect to such violations, but may bar violators from the Lists and from NJAJ membership.

IV. CONFIDENTIALITY

Even though the NJAJ list is private and intended only for the use of members, NJAJ does not guarantee confidentiality. E-mail is easily forwarded and in some offices e-mail is accessible to a variety of people despite a user's commitment to these List Server Terms of Use. Some firms have a mixed practice, representing both plaintiffs and defendants. Be prepared for the possibility that defense counsel may have a copy of any e-mail. Consider comments made to be public. Therefore, be professional and careful about what is transmitted.

NJAJ, its affiliates, partners and List Server host providers may use personally identifiable information from members at several different points on its website and its utilization of the NJAJ List Server. Once a member enters nj-justice.org, or uses the List Server or opens e-mail received from the List Server, the member and the client computers are no longer anonymous to NJAJ, and usage patterns of the site, the List Server or list messages can be monitored on an individual basis both for security and other purposes deemed appropriate by NJAJ.

V. INDEMNITY

A user agrees to indemnify (including reasonable attorney's fees incurred), defend and hold NJAJ, its officers, Board of Governors, member(s) of its List Server Committee, employees and agents harmless from all claims and demands made by any third party due or related to (i) any material a user transmits, (ii) a user's violation of these List Server Terms of Use, or (iii) a user's violation of any rules of specific Lists (such as restrictions on length or number of e-mail messages per transmission).

VI. DISCLAIMER

A. Unless otherwise stated, NJAJ has not approved any views and opinions expressed on the List Server and such views and opinions do not necessarily represent the policy of NJAJ. NJAJ makes no warranty or guarantee concerning the accuracy or reliability of any content. NJAJ does not screen user-generated material, nor verify its source. NJAJ suggests that a user does not rely on the stated identity, content or source of material without the user's independent confirmation.

B. NJAJ is not liable in any way for any content, including any errors, omissions or contaminants in any content. NJAJ does not warrant that the functions or materials of any List Server will be uninterrupted or error free, that defects will be corrected, or that

the server that makes such materials available will be free of viruses or other harmful components. Each user is solely responsible for any damage to the user's computer system or loss of data that results from the receipt of List Server material.

C. The NJAJ List Servers may experience downtime due to any number of reasons including: technical difficulties, server upgrades, a decision by NJAJ to moderate the list, etc. NJAJ will make every effort to bring the List Servers on line as soon as possible.

VII. VIOLATIONS

A. Any violations of the above rules will be taken seriously. The List Server Committee Co-Chairs along with the President and two members of the List Server committee can temporarily suspend a user from the List Server and will give the user notice of the alleged violation(s) and the right to a hearing before the List Server Committee within 4 days, which may result in expulsion from the List Server. Any decision of the List Server Committee is appealable to the NJAJ Board of Governors. Further, a user can be subject to expulsion, suspension or censure by NJAJ pursuant to the due process procedures set forth in Article III, Section 3(d) of the By-Laws of NJAJ.

B. Mandatory penalties for List Server violations are as follows:

1. 1st violation = warning
2. 2nd violation = warning
3. 3rd violation = suspension for some period of time to be determined by the List Server Committee Co-Chairs, the President and two members of the List Server Committee.

C. Official warnings and suspensions issued to members that violate the rules of the List Server agreement shall be promulgated from the List Server co-chairs on behalf of the List Server committee.

VIII. RESERVATION OF RIGHTS

NJAJ reserves the right to change the requirements for List Server participation at any time and to require participants to sign updated forms as a condition of continued participation on the List Server. Each user agrees to promptly notify NJAJ and the List Server Co-Chairs in writing of any change of their employment and to confirm that their new employment status still complies with the terms of this List Server Agreement.

IX. CIVIL OR CRIMINAL LIABILITY

Nothing in this document shall limit the civil or criminal liability of any person infringing upon the rights of other individuals or NJAJ.

I accept these terms and agreement.

Signed

Date

Print Name

Firm

Phone

E-Mail