

# OHIO ASSOCIATION FOR JUSTICE

## LISTSERV POLICY

**All members of the Ohio Association for Justice are required to abide by the following policy for use of the listservs, including any other electronic communication platforms or services that may be provided by the Association to its members.**

Members of the Ohio Association for Justice (OAJ) agree to abide by the following terms and conditions with respect to use of any OAJ listserv (which includes, but is not limited to, the general membership listserv, any committee listserv, any section listserv, any group listserv, the Board of Trustees listserv and the Executive Committee listserv):

1. The listserv is for the use of OAJ members only and members will not share its contents (neither in written form nor verbally) with a non-OAJ member without the express written permission of the OAJ Board of Trustees (“contents” includes, but is not limited to, any information or document provided via the listserv within an email, email attachment and/or link), with the exception that an OAJ member may share contents with his/her support staff that do not also support non-OAJ member attorneys.
2. Members will not post anything on the listserv that is defamatory, abusive, profane, threatening, offensive or illegal.
3. Members will not post commercial messages, sell, market or advertise non-OAJ events on the listserv.
4. Members will not post anything that encourages or facilitates members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another’s business, or conduct intended to illegally restrict free trade. Members will not post anything that encourages or facilitates an agreement about the following subjects: prices, discounts, terms or conditions of sale; salaries; profits, profit margins, or cost data; market shares, sales territories, or markets; allocation of customers or territories; selection, rejection, or termination of customers or supplies; or potential violation of current antitrust laws.
5. Members understand the listserv is not intended for anyone to discuss personal political, religious, or other non-legal views.
6. Members understand that comments and information shared on the listserv are subject to libel, slander, and anti-trust laws, as well as the Ohio Rules of Professional Conduct.
7. Members agree to indemnify, defend, and hold harmless the OAJ, its Trustees, committees and sections, its subsidiaries, affiliates, officers, and agents from and against all losses, claims, demands, causes of action, liabilities, expenses, including reasonable attorney’s fees, and costs arising from any claims arising out of or resulting from their use of the listserv.

8. Members agree that each posting to the listserv will be accompanied by information adequate to identify the member making the posting, which shall include, as a minimum, the member's name, firm name, city, state, and e-mail address. With each posting to OAJ's listserv, the member certifies that he or she is an active OAJ member.
9. Members understand that OAJ does not moderate or screen messages or content on the listserv.
10. If it is determined that a member has violated any of the above-listed terms/conditions, OAJ reserves the right to take all appropriate action in response including, but not limited to, the termination of the member's OAJ membership or the suspension or termination of the member's listserv access. Members understand that any review and determination of a possible violation of any of the above-listed terms/conditions shall be conducted by the OAJ Board of Trustees.
  - a. As notice of any alleged violations of the above-listed terms/conditions, each alleged violation shall be put in writing by the President and CEO and delivered to the member being alleged to have committed the violation;
  - b. The notice will specify each alleged violation and will advise the member of the time and place of a hearing, at least 30 days later, which hearing will be held before either the Board of Trustees or an ad-hoc committee of three trustees appointed for that purpose by the President;
  - c. The accused member shall fully cooperate by attending and participating during the hearing; a failure to cooperate may be used by the Board of Trustees as a basis to take action against the accused member;
  - d. If the hearing is held before an ad-hoc committee, that ad-hoc committee must report its findings to the Board of Trustees, which will then decide what action, if any, is to be taken;
  - e. Any action taken against the accused member, including, but not limited to, suspension or termination of listserv access, or suspension or termination of membership, requires a two-thirds majority vote of the Board of Trustees; and
  - f. Within fourteen (14) days of the hearing (whether before the Board of Trustees or an ad-hoc committee), the President and CEO shall inform the accused member, in writing, of the final decision of the Board of Trustees, which is not appealable.