



LISTSERV GUIDELINES AND TERMS OF USE

The Wisconsin Association for Justice (WAJ) provides a number of practice specific listservs. These listservs make it possible for participants to e-mail messages to an entire group at one time. The listservs provide an opportunity for members to network, share information about experts, discuss legal issues and strategies, and evaluate cases.

The WAJ Board of Directors has restricted access to any of the WAJ listservs to **regular members only**. The Board of Directors has defined "Regular Member" as "one who, with respect to the personal injury/tort litigation he or she does as part of his or her practice, devotes at least 95% of his or her time in representing the injured party or plaintiff."

Use of any of the WAJ listservs is a privilege of regular membership, not an automatic right. In addition to being a regular member and remaining in good standing, participation in any of the listservs is further predicated upon each user acknowledging acceptance of, and thereafter continuing to adhere to, the following listserv guidelines and terms of use.

1. A listserv is a list of e-mail addresses. If you send an e-mail message to any of the listserv addresses, you will be sending it to everyone on the list, i.e., hundreds of WAJ members. Any email that you do not want to disclose to the entire group of listserv participants should instead be sent privately to those WAJ members you want to receive the message, using his/her/their individual email addresses.
2. Listserv participation is voluntary. WAJ members are free to remove themselves from any of the listservs at any time for any reason. If you wish to be removed from any of the listservs, please contact the WAJ offices.
3. Confidential/privileged information. Do not post any privileged, confidential, or sensitive personal information on the listserv.
4. Restrictions on use. Users may not use any WAJ listserv to advance or defend the interests of any individual or corporate insured against whom a tort claim is being made, or any insurance company defending against any tort claim or lawsuit.
5. No sharing/distribution of listserv information. Users may not, without permission of the posting author, disclose any information of a strategic and/or case specific nature, or share with, forward to, show, reveal or disclose any documents, listserv postings, attachments, or other material obtained from the listserv, to any person who is not a regular member of WAJ. This prohibition includes, but is not limited to, disclosure to tort defendants, their attorneys, insurance companies, insurance defense attorneys, tort reform organizations, the media, and governmental bodies. This prohibition on disclosure of information includes any partners, associate attorneys, and paralegals of the user's law firm who are not, themselves, regular members of WAJ, and their legal assistants.

6. No solicitations. Users should not use any of the listservs to solicit business or to promote his/her own practice. While a user may respond to a listserv query seeking the name of a lawyer who may handle a specific type of case or claim, a user may not actively solicit clients through the use of the listservs.

7. Hate mail, jokes, and offensive content. Users shall not post any email to any of the listservs that contain threatening, abusive, harassing, defamatory, libelous, pornographic, obscene, racist, sexist, "off color," or otherwise offensive messages, including any message that disparages or denigrates any individual's intellectual or legal capacity, integrity, sexual or gender identity, or religious or political beliefs. The listservs should not be used to post diatribes or rants. Before hitting the "send" key to transmit your message, take the time to read through your email and reflect upon whether it should be sent.

8. Take care with posting attachments. Users should not attach any file that may contain computer viruses, links, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer. Users should not attach documents or post hyperlinks to other websites in any message unless the user is reasonably confident that the documents or websites are reliable.

9. Copyright and antitrust violations. Do not post anything that violates a copyright, including anything that appears to be lifted in whole or large part from other sources.

10. Suspension/termination of listserv privileges due to change in practice. Users must inform WAJ if their practice changes such that they no longer qualify as a regular member. Immediately upon any such practice change the affected member must notify WAJ and request to be removed from any and all WAJ listservs.

11. Suspension/termination of listserv privileges due to violation of these terms of use. If a violation of any of these terms of use is brought to the attention of the President, or the Executive Director at the President's direction, shall inform the violating user of his/her violation. The user will be warned that if another violation occurs, the user may be suspended and/or terminated from the listserv(s). Additionally, the President has the right to immediately suspend a user from the listserv(s) for any violation that he/she in his/her sole discretion deems to be an egregious violation of any of these terms of use, regardless of whether a prior warning was previously issued to that user. Within one week of any such suspension, the matter will be brought before the Executive Committee for a determination as to whether that suspension should be extended or lifted. The Executive Committee, in its sole authority and discretion, may 1) suspend a member from the listserv for any length of time it deems appropriate, up to a maximum of 60 days, and/or 2) terminate a member from the listserv in lieu of a suspension. In the event the Executive Committee decides to terminate a member from the listserv(s), that member may request reinstatement after a period of 90 days by submitting a request, in writing, to the President and Executive Director, but such requests will only be taken up and voted upon by the Executive Committee at the time of the next regularly scheduled quarterly meeting of the Executive Committee.

12. **Indemnity.** By subscribing to the listserv(s), the participant agrees to indemnify, defend and hold harmless WAJ, its officers, employees and agents, from all claims and demands made by any third party regarding (1) any material you transmit, (2) your violation of these listserv Guidelines and Terms of Use, or (3) your violation of the applicable rules regarding professional conduct. In addition, although WAJ believes that its internet provider and listserv vendor have taken appropriate security measures, hacking and cyber-attacks are a reality of our time, and even the most secure sites and computer systems are vulnerable to attack at any time. For this reason, users agree and acknowledge that WAJ is not liable for any computer viruses that may be transmitted through any of its listservs, and for any damage to the user's computer system or loss of data that may result from the receipt of listserv material. In addition, WAJ is not responsible for the content of any information posted by any user on any of the listservs, and does not warrant or represent the accuracy of any information posted by any user on any of the listservs.

13. WAJ reserves the right to moderate and/or monitor any content posted on any of the WAJ listservs. This includes the right to remove any posting that WAJ in its sole discretion deems to be in violation of any of these terms of use. Any questions regarding these terms of use should be directed to the WAJ office at bryan@wisjustice.org.

14. WAJ reserves the right to change the requirements for listserv participation at any time and to require participants to sign updated forms as a condition of continued participation on the listserv.

**I CERTIFY THAT I AM A REGULAR MEMBER OF WAJ AND IN GOOD STANDING, AND
THAT I HAVE READ AND AGREE TO ABIDE BY THESE
LISTSERV GUIDELINES AND TERMS OF USE.**

PRINTED NAME: _____ SIGNATURE: _____

E-MAIL ADDRESS: _____ DATE: _____

Return to WAJ

Email: bryan@wisjustice.org

Mail: 14 W Mifflin St, STE 207, Madison, WI 53703

Questions: (608) 210-3390