

TO: PATLA LISTSERV SUBSCRIBERS
FROM: Pennsylvania Trial Lawyers Association
DATE: September 21, 2004

IMPORTANT NEW PROCEDURE!

With the approval of the PaTLA Executive Committee, PaTLA has updated its listserv rules (below), and has established a new procedure for listserv usage. Legal counsel has advised that emerging communications law and association standards dictate this change.

Your affirmative acceptance of the rules below is required before you can participate on PaTLA's Listservs. If additional changes are posted after your acceptance is received, PaTLA will assume that you accept posted changes unless you affirmatively opt out when such future changes are announced.

Only one response is required, even if you are on more than one listserv.

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ACCEPTANCE OF RULES FOR PARTICIPATION IN THE PATLA LISTSERVS

I agree that:

1. These rules are enforceable by the PaTLA Executive Committee. Use of email listservs is a privilege and may be revoked by my breach of this agreement.
2. I take personal responsibility for actions performed using my email address on any present or future PaTLA listserv, unless I allege fraudulent use of my email address.
3. My final redress in case my listserv privileges are revoked is an appeal to the PaTLA Executive Committee. PaTLA may change the terms of use at its sole discretion. Although my affirmative acceptance of these rules is required immediately, if additional changes are posted after my acceptance is received, PaTLA may assume that I accept them unless I affirmatively opt out if and when such future changes are announced.
4. I accept full responsibility for any copyright infringement or other legal actions that may be brought against PaTLA as a result of information that I post. I will indemnify and hold PaTLA and its agents harmless from any claims and suits including but not limited to copyright, trademark, negligence, contract, interference with contract relations and defamation, arising from any information that I post or from my use of the listserv.

This may be enforced by an action at law or equity, and neither remedy shall be exclusive. I give PaTLA and other users of this service free use of the material I post or from my use of the listserv. PaTLA accepts no responsibility for the opinions and information posted or circulated by users. I understand that PaTLA does not warrant the accuracy of any information posted on the listserv, that PaTLA disclaims all warranties with regard to information circulated by the group.

In no event shall PaTLA be liable for any special, indirect, or consequential damages, or any damages whatsoever resulting from the loss of use, data, or profits arising out of or in connection with the use of or performance of any information posted on the listserv, and that PaTLA accepts no responsibility for damage to my computer system or business delays caused by computer viruses, worms, or other infections that may emerge from this listserv. It is my responsibility to protect my computer from infections, data loss, and damage to my computer system.

5. I will not circulate any defamatory, abusive, profane, threatening, offensive or illegal matter. I will not circulate material protected by copyright without the permission of the copyright owner to disseminate the information without restriction. By posting material, I represent that I own the copyright or have permission from the copyright owner to disseminate the material without restriction. Also, by posting, I grant PaTLA and users of the listserv the right to copy and publish such information without restriction.

6. I am aware that the listservs are not secure, and that although PaTLA exists to promote the interests of plaintiffs' and claimants' lawyers and their clients, many members handle defense work only, and many handle some defense work. Many members have relationships, business and personal, with people or entities that may not share PaTLA's goals. PaTLA does not guarantee that all users at all times are in compliance with listserv rules.

7. I will not forward or otherwise distribute listserv messages to non-listserv subscribers with whom I do not practice law.

8. I will not solicit clients through PaTLA listservs. I will not use a PaTLA listserv to promote business ventures. I will not sell or disseminate lists of listserv users. I will not post announcements for non-PaTLA events, or solicitations for political campaigns, or solicitations for charities or other non-profits without the express written permission of the Executive Director of PaTLA.

9. My posts to the listserv will be directly related to the purpose of the listserv.

10. Every message that I send to the listserv will contain information adequate to identify myself.

11. I understand that PaTLA does not actively monitor the listserv. PaTLA may read and reproduce anything that I post.

12. I agree to withdraw from the listserv or listservs when I cease to be a member of PaTLA or the sponsoring committee or section, or when I no longer comply with these rules.

13. I understand that membership in some PaTLA listservs may be restricted and may require my acceptance of additional rules of that specific listserv. As of September 2004, only one listserv has additional rules, the Medical Malpractice Listserv. The special additional rules of that listserv are not negated by this agreement and remain in force. Any inconsistency between the Med Mal listserv rules and these shall be resolved by the Executive Committee.

14. I agree and accept these terms.