



TERMS AND CONDITIONS

ALL D.C. BAR COMMUNITIES CONNECT LISTSERV PARTICIPANTS AGREE TO THE FOLLOWING TERMS AND CONDITIONS. VIOLATIONS OF THESE RULES MAY RESULT IN TEMPORARY OR PERMANENT REVOCATION OF PARTICIPATION PRIVILEGES.

The Communities Connect LISTSERV is provided by the District of Columbia Bar Communities as a service to its members. You are automatically enrolled in this e-mail list as a Communities member benefit. You will have access to email lists for each Community in which you are affiliated. You may only utilize the LISTSERV via the email address on file with the D.C. Bar.

The Bar does not guarantee that any e-mail list posting is a secure communication. Do not post confidential information or assume that a posting will not be distributed outside the list. The Bar does not guarantee that all e-mail list postings comply with these Terms and Conditions.

You may opt out of participation in the Connect LISTSERV at any time. If you wish to unsubscribe, simply click the blue Unsubscribe link at the bottom of any LISTSERV email. If you subscribe to multiple Communities or Bar e-mail lists, you must opt out of each separately. If you have any questions about the operation of the service or the maintenance of this list, email listserv_moderator@dcbar.org. You may also reach out to your Communities Connect Coordinator, the leader designated by the elected steering committee to manage the LISTERVs. You can find your Communities' Connect Coordinator [HERE](#).

1. Participation in the Communities Connect LISTSERV is a member benefit. Postings of marketing, commercial, defamatory, abusive, profane, threatening, offensive, or illegal materials, as well as postings that otherwise violate these Terms and Conditions, are prohibited. If you believe that the privilege of using one or more Bar e-mail lists is being abused by a participant, it is your right and responsibility to report those abuses via e-mail to the designated coordinator for each list.

2. Participation in a Communities Connect LISTSERV is dependent on continued good standing in the Bar and in the sponsoring Bar Community. Participants who are disassociated from a list sponsor, for any reason, will have their list access terminated. Former participants whose access was terminated due to inappropriate behavior may re-apply for membership by contacting the Director of Communities. Otherwise, former list

participants may re-apply for membership in a list upon becoming members in good standing of the Bar and the sponsoring Community.

3. The use of the e-mail lists is at the participant's sole risk. The D.C. Bar Communities does not claim ownership of the content of list messages and shall have no obligation of any kind with respect to such content. Participants agree that responsibility for the content of messages lies entirely with the author. The Bar does not take responsibility for list messages and does not undertake advance editorial control of messages. The Bar reserves the right, in its discretion, to take appropriate action about messages that do not comply with these Terms and Conditions, including, without limitation, the editing, refusal to post, or removal of any material or message and/or the suspension or removal of the author from further participation in the list. The Bar may take appropriate action regardless of whether a complaint has been made by a list participant.

4. The D.C. Bar Communities does not guarantee the confidentiality of posted messages. Privileged or confidential information may not be posted. Participants agree that the Bar may disclose any message or the content thereof to any person for any lawful purpose, including but not limited to compliance with any applicable law, regulation, subpoena, or lawful governmental request.

5. Messages submitted to a list should be related to the Community's primary purposes and should be relevant to, and intended for, the entire group. Messages that are intended for specific individuals, or messages that are personal or commercial in nature, or are unrelated to the sponsor's primary purposes, are not permitted. Repeated use of an e-mail list for such purposes may lead to or suspension or removal from further participation in the list.

6. The D.C. Bar Communities is a non-partisan organization, and it encourages open and constructive discussion on substantive issues and topics of interest to list participants, including the regulatory and law-making process. However, participants may not use a D.C. Bar e-mail list to endorse specific candidates for political office or to criticize individual candidates or government officials in their personal capacity. Messages in violation of this prohibition will be removed from the list (and its archives), and the authors may receive a written warning. Repeated use of an e-mail list for such purposes may lead to the suspension or removal of the participant from further participation on the list.

7. Messages shall not be posted if they encourage or facilitate participants to arrive at any agreement that either expressly or implicitly leads to price fixing, a boycott of another's business, or other conduct that is intended to restrict free trade. For example, messages that encourage or facilitate an agreement about the following subjects are inappropriate: prices, discounts, or terms or conditions of sale; salaries; profits; profit margins or cost data; market shares, sales territories, or markets; allocations of clients, customers, or territories; or selection, rejection, or termination of specific clients or customers.

8. Messages discussing commercial products, services, and service providers are appropriate under limited circumstances. First, the discussion must be appropriate to the focus of the list on which it is taking place. Second, the discussion must be substantive in nature, not merely promotional or self-serving. Third, participants in the discussion must clearly disclose any connection they have to the products or service providers being discussed. The Bar reserves the right to limit or delete messages that fail to meet these criteria.

9. Messages submitted to a LISTSERV will be freely available to list participants. In addition to their initial distribution, messages will be stored in searchable archives that will be available to list participants for a period of time within the sole discretion of the Bar. Participants should consider the long-term value that their messages will have to the e-mail list group.

10. All messages must include the author's first and last name and a valid return e-mail address. The e-mail address does not have to be the same one initially provided to the Bar for other membership purposes, although members may only post or reply from the email address on file with the Bar. LISTSERV participants consent to receive reply e-mails using the e-mail address provided.

11. For purposes of privacy and protection, messages submitted to a D.C. Bar Community Connect LISTSERV shall not be quoted outside the list group or used (with or without attribution to that person or his or her organization) without the individual's specific consent to do so. List messages shall not be forwarded to non-subscribers to the particular list, except as described in Paragraph 13 of these Terms and Conditions.

12. When submitting a message that includes any materials from another source, the message author shall obtain all necessary intellectual property permissions, including copyright, trademark, and licensing; and any and all other applicable permissions, from the author or publisher of that material in advance of the posting. If the message is not thus authorized, then the source materials should not be posted, but may be summarized, if credit is given to the original author/publisher, and the readers are directed to the original source. By submitting any material from other sources, the poster warrants that he or she has all rights necessary to do so, and grants the Bar the nonexclusive right and license to display, copy, publish, transmit, print and use such information of other material to the extent necessary to provide and use this service. This Rule does not apply to the common practice of "quoting" an earlier list submission to provide context for additional comments by an author. For this practice, no prior permission from the list participant being quoted is required.

13. Large attachments are prohibited on Bar e-mail lists. E-mail lists managed by the Bar may strip attachments from any submissions containing them, automatically, without providing notice to the participant. Each participant bears sole responsibility for ensuring that any content that he or she receives/downloads from a Bar e-mail list does not contain viruses, worms, malware or any other items of a destructive nature and uses all Bar e-mail lists at the participant's sole risk, as previously set forth in Paragraph 3. The Bar

makes no warranty that list content does not contain any viruses, worms, malware, or other items of a destructive nature, or problems or errors, or that any such issues will be resolved by the Bar.

14. Participants shall not construe any message on the list to be legal advice and should not act, or fail to act, based upon information on the e-mail list without seeking professional counsel. Participation in any Bar e-mail list shall not create, or be construed as creating, any attorney-client relationship or joint counsel relationship.

15. The Bar does not guarantee that any web site links contained in messages are accurate, timely, up to date, or virus-free. The Bar makes no representations, either express or implied, with respect to materials and information provided on any third-party web site. Inclusion of a web site link in a listserv message does not imply recommendation, approval, or endorsement of the Bar of the linked site.

16. The Bar reserves the right to revise and/or supplement these Terms and Conditions at any time. Changes will be communicated via Bar e-mail lists. Participants may receive a duplicate communication for each list to which they have subscribed. Continued participation in a Bar e-mail list constitutes acceptance of any revised Terms and Conditions; participants who do not wish to accept such revised Terms and Conditions may opt out as provided above.

17. The LISTSERV participant, not the Bar, is liable for all claims arising out of his or her e-mail list submissions or the use thereof, including but not limited to alleged violations of (a) any person's legal rights or (b) any statute, regulation, or law of any jurisdiction. The Bar disclaims all warranties with regard to all information submitted to e-mail lists; this disclaimer includes but is not limited to all warranties of merchantability and fitness. The list participant agrees to indemnify and hold harmless the Bar, including its governors, officers, employees and staff from and against any action, claim, damage, dispute, demand, and/or liability, including attorneys' fees and claims made by third parties, arising out of or relating to: (a) the list participant's use of or inability to use the LISTSERV; (b) the postings, messages, content and/or data of the list participant; (c) any breach of these Terms and Conditions by the list participant; (d) loss of use, data, or profits arising out of or in connection with the use of or performance of any information posted, and (e) all other adversarial actions related to the e-mail list.

18. Any dispute arising from or relating to the e-mail list shall be brought only before a state or federal court located in the District of Columbia. The list participant consents to the exercise of personal jurisdiction by such forums. District of Columbia law shall apply to any dispute under these Terms and Conditions.

D.C. Bar Communities Connect LISTSERV “Netiquette” Guide

To ensure that your Communities email list is a useful, hassle-free service, it’s a good idea for you to familiarize yourself with the Terms and Conditions that all members must agree to in order to participate in the LISTSERV. This document contains the governing rules and net etiquette of utilizing the email lists. The neologism “Netiquette” has come to be used to describe this kind of guidance. Many institutions have developed informal netiquette; what follows draws from their work.

1. Please do not forward jokes or any other message that you received from someone else unless you have that person’s explicit permission. Once you send it to the list, you cannot control where else it will wind up. If you would not send it out on your own letterhead, please do not forward it to the list.
2. Please do not send anything to the list that you do not want seen in public. (See #1).
3. Do not quote your fees in the LISTSERV. Price-fixing is an anti-competitive practice, an antitrust violation, unethical, and a very bad idea. Don’t go there.
4. Please do not send copyrighted material unless you own the copyright or have explicit permission from the author to do so. Instead, write a short description about the item and post the URL or Web address of where the copyrighted material can be found.
5. Please do not offer to sell or copy software illegally. Software is covered by strict licensing agreements.
6. When you participate in a LISTSERV, it is not always necessary to send a reply to the entire list. Please be careful when hitting the reply button, especially if you do NOT want your reply to be read by the entire list. It is often wiser to respond by email **directly** to the initial poster.
7. Please do not send a reply that just says "Me, too" or some equivalent response. Too many email lists are clogged by hundreds of "Me, too's." Interactive email lists die if participants unsubscribe because their in-boxes are getting clogged with too many unnecessary or repetitive responses.
8. If you are replying to a post, it is very helpful to put the word “reply” on the subject line.
9. Please do not send messages without a subject line.
10. Please proofread your messages. Look for spelling and grammar errors. Your posting will be read by many of your peers.

11. Please do not use all capital letters. On the Internet, this is considered to be SHOUTING!
12. Please review the tone of your message. Ask yourself what your reaction would be if you received it. Look for any areas that might be misunderstood and rewrite these sentences to remove any ambiguity. If you are asking a question, please be sure to include enough details about the problem to permit useful responses. Try to keep your messages terse and to the point. Remember, your peers are as busy as you are. Large blocks of text can discourage recipients from reading your message, at all.
13. Please do not “flame” people on the LISTSERV. Flaming means insulting people. Again, if you wouldn’t put it on your letterhead, don’t put it on the list.
14. Please don't be excessively critical of people's queries posted to the list. Many people may be new to interactive email lists. If their error is one of etiquette, you could send them a private message and gently make suggestions you think warranted.
15. If, in your view, a posting is a clear-cut violation of the Terms and Conditions all participants have agreed to, please contact your Communities Connect Coordinator or a Communities Office staff. In consultation with the Communities Office, the offending participant will be notified formally of his or her breach and of what consequences can follow, including suspension from the list for a period of time or, in the most egregious cases, termination of the participant’s inclusion on the list.
16. Please watch the subject carefully. If a subject starts to go off the topic, those replying should indicate that on the subject line. This will allow recipients to delete off-topic messages.
For example: “Subject: Expert Witness – Off Topic”. This indicates that the subject matter is no longer Expert Witnesses.
A better practice is to start a brand-new discussion thread if your response is off-topic.
17. Keep messages short and to the point. If you are going to post a long reply, please indicate that on the subject line.
For example: “Subject: Expert Witnesses - Long Reply. “
18. Your signature should be at the bottom of all your emails and should be short. It should never be more than six to eight lines long.

This Netiquette Guide acknowledges and thanks the International Association of Technological University Libraries, the Maryland State Bar Association, and the Tucson Computer Society.