

**AFELA LIST Serv**  
Terms of Use • January 1, 2006

**Purpose**

The purpose of the AFELA List Serv is for members of AFELA and the Elder Law Section of The Florida Bar, who are in private practice, to share experiences of administrative processes, share information about recent developments in the law, administrative regulations and court rules, share work product that is not subject to client privilege and confer with each other confidentially.

**Access**

The AFELA list serve is open only to elder law attorneys who are in private practice and who are members of AFELA, or The Elder Law Section of the Florida Bar. Upon confirmation of these requirements, and Upon acceptance of these Terms of Use, approved list serv members are permitted to post to, receive from or otherwise use or access the List Serv. By joining this List, you agree not to allow nonmembers to use your user name to access or continue List use after your log-in or to post to a List. Nonmembers are not to be allowed access to any messages or attachments you have downloaded. Please note the only exception is for your support staff who has been instructed to follow these List Serv Terms of Use. The List Serv is free of charge to members of AFELA. Other members will be charged an annual use fee of \$200.00.

Except for information marked as publicly available or permitted for disclosure, you may not disclose information received through this List, except as permitted by these terms and you must receive an enforceable commitment from the recipients to abide by the nondisclosure terms. Further, except for material available for use publicly, you may not share any e-mail, posted information, or documents obtained from or through the List Serv with any member of the insurance industry, lobbyist or government entity.

**General Guidelines on Use**

- All postings shall be accompanied by the name, email address and physical address of the list serv member.
- Do not post racist, sexist or other derogatory remarks or jokes that might be offensive to other people.
- Do not endorse candidates and do not solicit contributions for causes or political candidates.
- Messages posted on AFELA List Serv may not be posted or forwarded to other Lists without permission from the author.

- Do not use the List to advertise CLE programs except Florida AFELA or NAELA CLE programs or joint programs co-sponsored by AFELA or NAELA.
- Do not use the Lists to recruit new associates, partners, or legal staff.
- Do not post any comments that disparage or defame any person or product or that constitute an invasion of privacy.
- Do not post any material that is a trade secret or infringes the copyright, trademark or other ownership rights of any person.
- Before sending an attachment to the List, please scan your document for viruses. Your virus detection program must be updated to the most current release and update from your provider.
- Keep paragraphs and messages short.
- Focus on one subject per message and always include a pertinent subject title for the message.
- Always sign your message with your name and preferred e-mail address.
- Send all e-mail and attachments to the List in text format, not HTML or other formats.
- The most appropriate and confidential way to respond to most messages is to reply to the List. If your reply is not of interest to the entire List, you should choose the option 'Reply to Sender' and your reply will not be posted to the entire List.

### **Restrictions on Transmitting Materials**

You are responsible for all content that you upload, post, e-mail or otherwise transmit, although AFELA does not generally control transmissions. The Board of Directors of AFELA retains the right to bar any user who violates any of the List Serv Terms of Use, including transmission of objectionable material.

### **Warning of Possible Third Party Access**

Even though the AFELA List is private and intended only for the use of AFELA and Elder Law Section members, and AFELA prohibits transmission of materials to non-members, there is no guarantee of confidentiality. E-mail is easily forwarded and in some offices e-mail is accessible to a variety of people despite the users' commitment to

these List Serv Terms of Use. Consider your comments to be public. Therefore, be professional and careful about what you say.

### **Indemnity**

You agree to indemnify (including reasonable attorney's fees incurred), defend and hold NAELA, its officers, employees and agents and AFELA, its officers, employees and agents harmless from all claims and demands made by any third party due or related to (i) any material you transmit, (ii) your violation of these List Serv Terms of Use, or (iii) your violation of any rules of specific Lists (such as restrictions on length or number of e-mail messages per transmission).

### **Disclaimer**

UNLESS OTHERWISE STATED, VIEWS AND OPINIONS EXPRESSED ON THE LIST Serv HAS NOT BEEN APPROVED BY AFELA OR NAELA AND DO NOT NECESSARILY REPRESENT THE POLICY OF AFELA OR NAELA. AFELA OR NAELA MAKES NO WARRANTY OR GUARANTEE CONCERNING THE ACCURACY OR RELIABILITY OF THE CONTENT. AFELA AND NAELA DO NOT SCREEN USER-GENERATED MATERIAL, NOR VERIFY THE SOURCE. AFELA SUGGESTS YOU NOT RELY ON THE STATED IDENTITY, CONTENT OR SOURCE OF SUCH MATERIAL WITHOUT YOUR INDEPENDENT CONFIRMATION.

AFELA AND NAELA ARE NOT LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING ANY ERRORS, OMISSIONS OR CONTAMINANTS IN ANY CONTENT. AFELA AND NAELA DO NOT WARRANT THAT THE FUNCTIONS OR MATERIALS OF THE LIST SERV WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES SUCH MATERIALS AVAILABLE ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE RECEIPT OF LIST Serv MATERIAL.

### **Confidentiality and Nondisclosure**

These Terms of Use contain provisions addressing the confidentiality of the transmissions through this List and obligations of nondisclosure by users. By signing below or by using this List in any manner you agree to abide by the confidentiality and nondisclosure terms. This obligation continues in effect until and unless you receive permission from the source of the information to disclose it and you abide by the permitted terms and scope of disclosure. Whenever you disclose confidential information received through this List, it must be disclosed only as permitted by these terms and you must receive an enforceable commitment from the recipients to abide by the

nondisclosure terms. By signing below you also acknowledge that remedies at law may be inadequate to protect against breach of the nondisclosure provisions and that AFELA and NAELA and the users of this List Serv may obtain an injunction to enforce these provisions without proof of damages. You further agree to notify the List Serv Manager and request that AFELA and NAELA and the List Serv users have an opportunity to respond if you are requested or ordered by any governmental entity to disclose confidential information obtained through the List Serv, and you will seek an appropriate protective order for the confidential information. Information that becomes generally known to the public or the legal community without disclosure by you is no longer deemed confidential information.

### **Procedure to Exit List or for Vacation**

If you decide to leave the list temporarily or for vacation, please follow the procedures set forth in the confirming email that you will receive upon joining the list.

### **Protocol Violations**

The AFELA Manager shall monitor use of the list serv and in the event of a violation or apparent violation may suspend the rights of a member to participate in the list serv until the matter is reviewed by the Board of Directors of AFELA. *In the sole discretion of the Board of Directors at any regularly scheduled meeting any list serv member may be removed for one or more violations of the above policies or protocols which will be set forth in your confirming email.* Any list serv member removed from the list will be advised of the removal by the Board of Directors and may submit in writing a request for reconsideration by the Board of Directors of AFELA at its next regularly scheduled meeting if such notice is received by the President or delagee of the President at least seven (7) days prior to the meeting.

### **AFELA List Serv Manager**

The Board of Directors of AFELA shall designate the President Elect, Vice President or other member to serve as List Serv Manager. The List Serv Manager shall make reasonable efforts to regularly read all messages posted on the list serv. In the event the List Serv Manager determines a violation of the policies set forth above, the List Serv Manager shall provide copies of the offending postings to the Board of Directors of AFELA for consideration at a regularly scheduled meeting. The List Serv Manager shall make a recommendation to the Board however the Board of Directors shall have sole discretion to remove any list serv member for one or more violations of the above policies.

**NAELA List Serv Administrator**

NAELA has agreed to provide a Primary List Administrator and Backup List Administrator. Their names and email addresses will be provided to you by confirming email upon your acceptance onto the AFELA List Serv. Please report any problems with the list directly to the List Administrators. *Any violations or concerns of violations of the above policies should be reported to the AFELA List Serv Manager at afela@afela.org.*

**List Serv Termination**

The list serv may be terminated at anytime by AFELA without advance notice.

**Signature of User**

I have read the above terms of use and agree to abide by them:

\_\_\_\_\_ Dated: \_\_\_\_\_  
Signature

\_\_\_\_\_ \_\_\_\_\_  
Name Bar No.

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

*Thank you for your interest in the AFELA List Serv. Please mail your signed Terms of Use to the AFELA List Serv Manager. Upon confirmation that you are a member in good standing of AFELA or the Elder Law Section of The Florida Bar in private practice a welcome email will be sent to your email address with rules of etiquette.*

*AFELA, PO Box 13978, Tallahassee, FL 32317*