



Participation in TBTLA's Online Discussion Forums

1. I agree to the terms and conditions set forth as an agreement between myself and TBTLA, regarding my participation in and the use of the information shared in TBTLA, discussion forums (also known as listserves; hereinafter forums). I know that my membership to the Florida Justice Association is a requirement to participate on this forum, and that I will be removed from the forum if my FJA membership lapses or if I am no longer a member in good standing. This agreement supercedes any previous similar agreements between TBTLA, and myself. The provisions of this agreement will be enforced by TBTLA, which shall mean officers of TBTLA, its Board of Directors, or TBTLA staff members. I understand that the use of the forums is a privilege of TBTLA, membership, which will be revoked for my breach of the terms of this agreement. The only avenue of redress in the event of revocation of forum privileges is an appeal to the Board of Directors of TBTLA.
2. I take full personal responsibility for any actions performed using my TBTLA, email address. I have the right to make all information that I post to any forum available to TBTLA, members and accept full responsibility for any copyright infringement or any other legal actions which may be brought against TBTLA, as a result of information that I post.
3. Further, I agree that TBTLA members may use the information subject to the conditions and restrictions placed on them by the provisions below, and that TBTLA or any of its Board of Directors may appoint an entity to load this information into searchable databases or otherwise provide this information for fees or other consideration to TBTLA, members. My name, address, and other contact information may be included in these searchable databases or other information collections.
4. I agree that under no circumstances, may information obtained from TBTLA's forums, be used for commercial purposes that are not connected with the practice of law on behalf of a client, or be entered into any other document, database, or information retrieval system except for litigation support databases under the control of the TBTLA. I shall not use my access to TBTLA, forums for any commercial purpose; I will not solicit clients through such use; I will not offer items for sale for profit through such use; and I will not market forum users for any profit-making venture. I will not sell or disseminate any listings of TBTLA, forum users to any person or entity (profit or nonprofit). I will not provide any copy, electronic or otherwise, of forum communications to any other person, entity or listserve.
5. I acknowledge, understand, and agree that the TBTLA email discussion group/listserve is considered to be a **private forum**, where myself and all other members intend that the respective email postings/transmissions of each member are *private* and **confidential to members only** and not intended for distribution to the public at large. Further, I acknowledge, understand, and agree that all members of the TBTLA are attorneys and that information contained in said email postings may contain attorney client privileged information for consultation between TBTLA members who are experts, and thus the email posting content is also work product privileged.
6. I will conform to appropriate standards of conduct at all times on TBTLA, forums. These standards include but are not limited to the following:
 - a. Obscene, offensive, inflammatory, libelous, derogatory, and any personal attack in a message is prohibited;
 - b. Off-topic postings, those without substantive content or clearly unrelated to the forum subject, will be avoided where possible. (To reply privately either click on the original author's email address within the posting to send a new message directly to him or her OR use the "Reply ALL" feature in your email software and then delete the forum address from the "To" portion of the reply message).



7. If TBTLA makes an online document library available to the members to upload and download documents to TBTLA, at any time, I will not forward or otherwise distribute forum messages to non-members. These materials are intended for the exclusive use of TBTLA, members representing plaintiffs or potential plaintiffs in civil actions. Materials may not be furnished to a defendant, defense interest, criminal prosecutor, or any other person not assisting in your case, except as required under the law. If the materials are demanded or ordered to be produced during discovery, you are required to oppose the discovery, and contact TBTLA. The emails distributed through the forum are attorney work product privilege and will be regarded as such.
8. I understand that any use of materials obtained from TBTLA, to assist in the defense of a civil action or the prosecution of a criminal action is explicitly prohibited, except by the permission of TBTLA, and any such use may expose me or the person or persons using these materials in such a manner to ethical sanctions by TBTLA, and/or the appropriate state or local bar association. I agree that every message that I send through the listserves/forums will be accompanied by information adequate to identify myself, which shall include as a minimum, my name, firm name, city, state, and email address. With the posting of each message to TBTLA, forums, I certify that I continue to be qualified for TBTLA, membership.
9. I understand and agree that TBTLA, does not screen email content prior to posting and therefore does not approve, authorize, censor, edit or otherwise exercise any discretion over the content of postings to the list. The member posting any email is therefore solely responsible for the content of the posting. Additionally, I agree that TBTLA cannot be responsible for any damages caused by Viruses disseminated via the TBTLA forum, and the each member is highly encouraged to maintain software protection from Viruses. I understand that TBTLA may terminate my participation in the Email Discussion Group for disseminating Viruses via email should I be unable or unwilling to take corrective action to prevent said dissemination.
10. I agree to be responsible for my acts and omissions, including all my postings to the list, and to hold harmless and indemnify TBTLA, its officers, directors, agents and employees in regard to any and all liability, claims, demands, suits, losses, costs, damages and expenses that the TBTLA, its officers, directors, agents or employees may sustain or incur by reason of any negligence, willful misconduct, intellectual property infringement, breach of this agreement, or any other act or omission by me or my agents or employees.
11. I agree that these policies are subject to change, but are in effect now. My agreement with TBTLA, will include these policies, even as they are amended, unless I notify TBTLA. A complete record of this transaction will be permanently saved. I understand that my continued participation on the forum is at the discretion of TBTLA, and that I may be removed from the forum for violating this agreement. I also understand that there is an annual fee to participate on this forum and that the fee is nonrefundable whether I am removed from the forum or choose to terminate my participation on the forum.