

ACLEA: E-Mail Lists/Listservs Terms of Use Agreement

The following are the rules and conditions of participation in the ACLEA Listservs (the "Listservs"). By subscribing to and participating in the Listservs, users hereby agree to be bound by and warrant their full compliance with the following terms of participation (the "Terms"). ACLEA RESERVES THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME. YOUR CONTINUED USE OF THE LISTSERVS CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. ACCORDINGLY, YOU SHOULD REVIEW THESE TERMS FROM TIME TO TIME FOR SUCH CHANGES.

Permitted and Prohibited uses of the Listservs:

The Listservs are made available by ACLEA only for the purpose of discussing matters related to and arising out of continuing legal education. Administrators, trainers, managers, educators, publishers, programmers, and meeting professional are all members of ACLEA. This diversity in background and outlook makes ACLEA the best source for information on CLE today. The Listservs are therefore a venue for a continuing exchange of ideas and dialogue amongst a very diverse profession. The content, text, or links contained in the Listservs do not necessarily represent the opinions of ACLEA and shall not mean that ACLEA endorses any product, concept or idea contained therein.

All users shall be responsible for conducting their activities in compliance with all applicable laws, rules and regulations. In addition, users are expected to act with a professional demeanor. Do not make postings that:

- Contain profanity;
- Contain content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender identity, marital status, national origin, physical or mental disability, or sexual orientation;
- Harass or stalk any person;
- Contain sexual content or links to sexual content;
- Content that promotes or opposes any person campaigning for election to a political office;
- Contain defamatory statements or personal attacks on others;
- Disrupt other user's enjoyment of the listservs;
- Are made under another person's name or impersonate anyone;
- Contain personal details or private information about any other person or any confidential information or any information that would infringe upon the proprietary, privacy or personal rights of others;
- Breach any intellectual property rights law (including posting material protected by copyright without the permission of the copyright owner or using any words, logos or other marks that would infringe upon the trademark, service mark, certification mark, or other intellectual property rights of the owners of such marks without the permission of such owners);
- Contain commercial advertising or promotions or junk mail of any kind;
- May be considered spamming or contain chain letters or any other form of unauthorized solicitation, including the solicitation of lawsuits;
- Contain viruses, Trojan horses, worms, time bombs, cancel-bots or any other computer code or files that are designed to disrupt, damage or limit the functioning of any software or hardware;
- Interfere with the operation of the listservs, such as broadcast attacks, attempt to overload the system; or
- Encourage illegal activity of any kind.

The Listservs are not an appropriate environment to express concerns about ACLEA, its partners or services. Constructive feedback regarding ACLEA's services, operations, or volunteers can be submitted to aclea@aclea.org. Feedback regarding the Listservs, its use or application can be submitted to aclea@aclea.org. Postings on the Listservs do not constitute notice to ACLEA for any purpose. No one in the Listservs is authorized to provide official responses to questions on behalf of ACLEA.

Members may not use the Community to collect personal information of other members or to solicit other members for business. All postings shall be of an informational nature and for informational purposes only. Commercial use or any other unauthorized use of the Listservs is prohibited. Do not use the Listservs to solicit or conduct business, including the direct or indirect marketing of users' products or services, in any manner. The Listservs may not be used to provide information, materials, products, or services in exchange for compensation of any kind.

Copyright of Material:

By posting material, the posting party warrants and represents that it owns the copyright with respect to such material, has received permission from the copyright owner, or that the material is in the public domain. The posting party further warrants and represents that it otherwise has the full and unencumbered right to post such material and that such posting will not infringe any rights or interests of others. In addition, the posting party grants ACLEA and users of the Listservs a non-exclusive, irrevocable license to display, copy, publish, distribute, transmit, print, and use such information or material in any manner, without payment to the posting party.

Antitrust/Anticompetitive Practices Prohibition:

The Listservs shall not be utilized in any manner that violates federal or state antitrust laws or other laws prohibiting anticompetitive practices. The antitrust laws generally prohibit any agreement or understanding inconsistent with the right and obligation of competitors to exercise independent business judgment in pricing their products or services, dealing with their customers and suppliers, and selecting the markets in which to compete. No express agreement or understanding is required; one can be inferred from statements or conduct. Do not post any information regarding specific prices or fees charged or paid, and do not post any information concerning prices, pricing practices, discounts, or other terms or conditions of sale either obtained by or offered to another entity. Do not post any information concerning market shares, salaries, costs, sales territories, profit margins, or encouraging the selection or rejection of customers or suppliers.

Complaints:

To make a formal complaint regarding the ACLEA Listservs, send a signed written letter of complaint to:

*Donna Passons, Executive Director, ACLEA
Texas Institute of Continuing Legal Education
PO Box 4646
Austin, TX 78765*

Your letter of complaint must (A)(i) identify the posting in issue and include a copy of the posting and the location of the posting or if not about a posting, (ii) describe with reasonable detail the offending behavior, (B) identify the intellectual property right or other law, rule or regulation which is being infringed or violated, and (C) provide information sufficient to permit ACLEA to contact you (e.g. email address, postal address and phone number).

To the extent your complaint involves intellectual property rights, please note that ACLEA honors the intellectual property rights of others and asks same of users of the Listservs. ACLEA may, in its sole discretion, terminate the account or access right of users whose actions infringe or otherwise violate the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act (17 U.S.C. §512), any notification of claimed copyright infringement must be sent to ACLEA's Designated Agent. If you believe that your work has been infringed, please provide ACLEA's Designated Agent with the following information:

- A. A physical copy or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- B. Identification of the copyrighted work claimed to have been infringed or if multiple copyright works at a single online site are covered by a single notification, a representative list of such works at that site;
- C. Identification of the material that is claimed to be infringing or could be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ACLEA to identify the material;
- D. A statement that the complaining party has a good faith belief that the use of the material in the manner of complained of is not authorized by the copyright owner, its agent, or the law; and
- E. A statement that the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

ACLEA's Designated Agent may be contacted at the address provided above.

Enforcement:

ACLEA does not pre-screen, verify or edit the content posted by users in the Listservs. However, ACLEA and its agents reserve the right to investigate any violation of the Terms and to take such remedial action as it deems appropriate. ACLEA has the sole discretion to enforce the Terms, including, but not limited to warning users of violations, disabling or suspending privileges and access, deleting, screening or editing any content or prohibiting any behavior that does not comply with the Terms. If ACLEA decides it is necessary to remove any content, ACLEA may remove the entire thread and any accompanying material. ACLEA reserves the right to terminate, without prior notice, listserv access of any user who does not abide by these guidelines.

Disclaimers and Limitations of Liability:

ACLEA accepts no responsibility for the opinions and information posted on the Listservs by others.

YOU ACKNOWLEDGE THAT THE LISTSERVS ARE PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. ACLEA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING AND ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. ACLEA SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, LIABILITY, COST OR EXPENSE SUFFERED OR INCURRED IN CONNECTION WITH THE USE OF OR PARTICIPATION IN THE LISTSERVS OR ITS CONTENT.

YOU ALSO AGREE THAT ACLEA SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LISTSERVS FOR ANY PURPOSE WHATSOEVER, EVEN IF ACLEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE ABOVE PROVISIONS, IF THERE SHALL AT ANY TIME BE OR ARISE ANY LIABILITY ON THE PART OF ACLEA BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATIONSHIP THEREBY ESTABLISHED, WHETHER DUE TO THE NEGLIGENCE OF ACLEA OR OTHERWISE, SUCH LIABILITY IS AND SHALL BE LIMITED TO \$100.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT ACLEA WILL USE REASONABLE EFFORTS TO ASSURE THAT NO VIRUSES OR PROGRAMS WITH SIMILAR FUNCTIONS OPERATE ON, OR ARE PASSED THROUGH THE LISTSERVS. HOWEVER, YOU HEREBY ASSUME ALL RESPONSIBILITY (AND HEREBY HOLD ACLEA HARMLESS) FOR DETECTING AND ERADICATING ANY VIRUS OR PROGRAM WITH A SIMILAR FUNCTION ON YOUR COMPUTER EQUIPMENT, BY WHATEVER MEANS YOU DEEM MOST APPROPRIATE FOR YOUR NEEDS.

THE PROVISIONS CONTAINED IN THIS LIABILITY SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Governing Law; Limitations; Venue:

This Agreement shall be governed by the laws of the State of Illinois, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of the Listservs contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued. Further, any such claim or cause of action may only be brought in the state or federal courts located in Chicago, Illinois.

Severability:

If any provision of this Agreement is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision); and, as so reformed or modified, fully enforce this Agreement.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and no other agreement as to such subject matter, written or oral, exists.

(Updated 5/12/2011)