

**ACCEPTABLE USE POLICY AND PARTICIPATION AGREEMENT  
FOR THE  
WOMEN'S BAR ASSOCIATION OF THE STATE OF NEW YORK LISTSERV**

Last Modified: 3/7/2023

**Introduction**

The Women's Bar Association of the State of New York (the "**WBASNY**") provides access to the WBASNY Listserv, an application hosted by Gaggle Mail (the "Service Provider") that distributes messages to subscribers on an electronic mailing list (the "**Listserv**"). The WBASNY Listserv allows a member Listserv subscriber to send e-mail and files to all other WBASNY Listserv subscribers. The purpose is to: promote (i) business referrals between members of WBASNY; (ii) exchange of ideas on current legal topics; and (iii) foster greater communication between all WBASNY members.

This Acceptable Use Policy and Participation AGREEMENT (this "**AGREEMENT**") governs your access to and use of the WBASNY Listserv, and is a prerequisite to your ability as a member of WBASNY to access and use the WBASNY Listserv. WBASNY reserves the right to amend, alter, or modify your conduct requirements as set forth in this AGREEMENT at any time. By clicking to accept or agree to the AGREEMENT, you accept and agree to be bound and abide by this AGREEMENT. If you do not want to agree to this AGREEMENT, you must not access or use the WBASNY Listserv.

**1. WBASNY LISTSERV MEMBERSHIP QUALIFICATION**

Only a WBASNY member in good standing shall be permitted access to the WBASNY Listserv under this AGREEMENT. You affirm that you qualify to use the WBASNY Listserv, and:

- (a) Are a current member of WBASNY by virtue of being a member of one of WBASNY's statewide, or as an at large member.
- (b) Am an attorney in good standing in the State of New York or other State, or a law student or a law graduate awaiting admission to the bar of the State of New York.
- (c) Are not an employee or elected official of any judicial, legislative, or executive branch of any local, state or federal government and/or political subdivision, except if you are authorized to perform work outside the scope of your current employment.
- (d) Will immediately notify WBASNY in writing of any change to your status or employment and to confirm that your new employment status still complies with this AGREEMENT.

**2. PROHIBITED USES**

You may use the WBASNY Listserv only for lawful purposes and in accordance with this AGREEMENT. You agree not to use the WBASNY Listserv:

- (a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- (b) For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- (c) To send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity established in any jurisdiction.
- (d) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- (e) To impersonate or attempt to impersonate WBASNY, a WBASNY representative, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- (f) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the WBASNY Listserv, or which, as determined by us, may harm WBASNY or users of the WBASNY Listserv or expose them to liability.
- (g) To discuss your business policies or practices with competitors in any anticompetitive context.
- (h) To offer my or my firm's services, or the services of any firm with which I may be affiliated in any respect, except in response to a previously posted inquiry on the list server specifically requesting the type of services which I am offering.
- (i) To solicit business or initiate any offers to provide services by my firm or any firm or attorney with which I am affiliated, except in response to a previously posted inquiry
- (j) To send, post, disseminate or otherwise distribute any question(s) involving any personal ethical question(s), detailing any ethical issue or violation that may have been committed by me, anyone in or associated with my office, or anyone doing work on behalf of my office, except to ask a generalized question regarding obligations as attorneys and counselors at law.
- (k) To disclose, forward or otherwise share any material or information obtained directly or indirectly from the WBASNY Listserv to anyone who is not an authorized to receive such information, including, but not limited to, all postings on the WBASNY Listserv, and to all private replies or responses sent outside the WBASNY Listserv that are related to any WBASNY Listserv posting. This prohibition does not prevent me from using the material or information obtained from the WBASNY Listserv in my legal practice, or from sharing material or information obtained from the WBASNY Listserv with my non-attorney support staff.

Additionally, you agree not to:

- (l) Use the WBASNY Listserv in any manner that could disable, overburden, damage, or impair the WBASNY Listserv or interfere with any other party's use of the WBASNY Listserv, including their ability to engage in real time activities through the WBASNY Listserv.
- (m) Use any robot, spider, or other automatic device, process, or means to access the WBASNY Listserv for any purpose, including monitoring or copying any WBASNY Listserv traffic or resources available on the WBASNY Listserv.

- (n) Use any manual process to monitor or copy any WBASNY Listserv traffic or resources available on the WBASNY Listserv or for any other unauthorized purpose without our prior written consent.
- (o) Use any device, software, or routine that interferes with the proper working of the WBASNY Listserv.
- (p) Introduce any viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or technologically harmful.
- (q) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the WBASNY Listserv or any server, computer, database, or other resource or element connected to the WBASNY Listserv.
- (r) Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the WBASNY Listserv.
- (s) Use any electronic communications on the WBASNY Listserv for any purpose than business purposes.
- (t) Discuss the fees charged for any legal services, my fee agreements, employee salaries, or any information that might be construed as price fixing, a boycott, an illegal restriction of free trade or any other antitrust violation.
- (u) Obtain information that may be used in the defense of any case.
- (v) Solicit funds for political, charitable or personal causes or events.
- (w) Violate WBASNY's bylaws and/or any other policies and procedures adopted by WBASNY from time to time.
- (x) Sell or distribute for profit any of the information, documents, or materials obtained from the WBASNY Listserv, or its members, under any circumstances.
- (y) Share any of the information, documents, or materials accessed or obtained from the WBASNY Listserv with any attorneys who are not members of WBASNY.
- (z) Otherwise attempt to interfere with the proper working of the WBASNY Listserv.

### 3. **CONTENT STANDARDS**

You agree not to use the WBASNY Listserv to send, knowingly receive, upload, download, use, or re-use any material which:

- (a) Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable, unprofessional, and/or unfounded.
- (b) Promotes sexually explicit or pornographic material or violence.
- (c) Promotes violence or discrimination based on race, ethnicity, religion, color, creed, gender/sex (including pregnancy), gender identity, gender expression, age, nationality/national origin, disability, sexual orientation, age and/or any other protected statuses.
- (d) Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

- (e) Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- (f) Is likely to deceive any person.
- (g) Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- (h) Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- (i) Impersonates any person, or misrepresents your identity or affiliation with any person or organization.
- (j) Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- (k) Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- (l) Involves any conflict(s), dispute(s) and/or litigation between, among or against WBASNY, any WBASNY Listserv member(s), and/or any WBASNY Listserv member's firm(s) or client.

#### 4. **MONITORING AND ENFORCEMENT**

WBASNY, in its sole discretion, will determine whether your conduct is in compliance with this AGREEMENT. In WBASNY's sole discretion, we have the right to:

- (a) Monitor your use of the WBASNY Listserv for any purpose in our sole discretion and as we see fit.
- (b) Take any action we deem necessary or appropriate in our sole discretion if we believe a user's conduct violates this AGREEMENT, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the WBASNY Listserv or the public, or could create liability for the WBASNY.
- (c) Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- (d) Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the WBASNY Listserv.
- (e) Terminate or suspend your access to all or part of the WBASNY Listserv for any or no reason, including without limitation, any violation of this AGREEMENT.
- (f) Delete the archived posts periodically, and at the end of each calendar year.
- (g) Temporarily or permanently terminate the WBASNY Listserv, delete posts or threads which it deems may violate this AGREEMENT, and/or remove, delete, archive, or otherwise make prior posts inaccessible to WBASNY members at WBASNY's.
- (h) Remove you from the WBASNY Listserv in the event a complaint is made in bad faith regarding another user's posts, after a review and investigation in accordance with

WBASNY's By-laws and/or any other policy or procedure established by WBASNY to address WBASNY Listserv related issues and/or complaints.

- (i) Remove you in the event that you cease to meet the above-listed WBASNY Listserv Membership Qualifications and fail to immediately notify WBASNY to request that WBASNY remove you from the list server.
- (j) Fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who accesses or uses the WBASNY Listserv.

## **5. RESERVATION OF RIGHTS AND LIMITATIONS ON LIABILITY**

- (a) The WBASNY Listserv may not be totally private and may contain discoverable statements or information.
- (b) In the event that you no longer qualify for access to the WBASNY Listserv for reason whatsoever, all materials obtained from the WBASNY Listserv and/or its members, shall immediately be destroyed. An email confirming and attesting to the same shall immediately be sent to the WBASNY Listserv Administrator.
- (c) WBASNY may hold you individually liable for any communications or materials posted to the WBASNY Listserv that are defamatory, discriminatory, antitrust, anticompetitive, false, or unauthorized information, and/or that violate state and federal copyright, trademark and patent laws and regulations.
- (d) WBASNY shall not be responsible to me for any direct, indirect, consequential, special or punitive damages or losses I may incur in connection with the list server or any of the data or other materials transmitted through or residing on the list server, even if WBASNY has been advised of the possibility of such damage or loss.
- (e) This AGREEMENT shall be governed, construed, and enforced by the laws of the State of New York, without the need to resort to principles of conflicts of laws. New York law under the exclusive jurisdiction of the federal and state courts of New York shall apply to any legal or equitable proceeding that shall be instituted in any way arising out of this AGREEMENT, any obligations contained or allegedly contained herein, or in any way relating in any way to the obligations of this AGREEMENT.
- (f) WBASNY reserves the right to notify you of any violation of any provision of this AGREEMENT at any time. Failure by WBASNY to immediately notify you of any violation of the AGREEMENT, does not constitute a waiver of its rights to notify you or enforce any other future violation(s).
- (g) Under no circumstances shall the actions of WBASNY with respect to the WBASNY Listserv give rise to a cause of action against WBASNY, including, but not limited to its Officers, Board of Directors, Committee Co-Chairs, Foundation, WBASNY's Chapters, Chapter Foundations, subsidiaries, affiliates, agents, employees, insurers, successors or assigns (collectively, hereinafter known as "Affiliates").
- (h) To the fullest extent provided by law, you shall defend and indemnify and save harmless WBASNY and Affiliates from claims, suits, action, damages and costs of every nature, kind, name and description, including reasonable attorney's fees, resulting from your access and use of the WBASNY Listserv, including, but not limited to any breach of this AGREEMENT. Nothing herein shall create or give third parties any claim or right of action against the WBASNY beyond those provided by law.

- (i) If any part of the AGREEMENT is found to be non-binding or illegal, all other parts of this agreement shall remain binding and in full force and effect.

By clicking to accept or agree to the AGREEMENT, you accept and agree to be bound and abide by this AGREEMENT and the following:

**YOU WAIVE AND HOLD HARMLESS WBASNY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY WBASNY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER WBASNY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**