



**Acceptable Use Policy For
The National Employment Lawyers Association Online Services
(Revised March 6, 2017)**

The NELA Exchange ("The Exchange") is intended for plaintiffs' employment lawyers only and is therefore restricted to Regular Members of The National Employment Lawyers Association ("NELA") whose dues are current. Paraprofessional and Law Student Members sponsored by Regular Members may also participate. Defense lawyers practicing employment law are ineligible to join NELA and are thus prohibited from using any NELA online services. This policy is enforced and monitored by NELA staff and members.

Your use of online member services, The Exchange, or any other public discussion medium hosted by NELA indicates your acceptance of the terms found in this Acceptable Use Policy ("AUP"). The AUP can be modified at any time, and your continued use of these services indicates your acceptance of the modified terms. Specific services may have additional terms of service, available at the respective sites, in addition to those found in this agreement. NELA advises you to review any and all such terms of service.

Please remember that the open and real-time nature of The Exchange makes it impossible for NELA to vouch for the validity of all content posted. As such, NELA is not responsible for any messages posted or the consequences of following any advice offered within forum posts. Even though The Exchange is password protected, please note, as with all other online content, NELA cannot guarantee 100% privacy. Posting to The Exchange should be done with this understanding. The views expressed in the posts found in the Practice Group Communities belong solely to their respective authors and do not necessarily reflect the views of NELA. If you find any posts in the Practice Group Communities to be offensive or objectionable, please contact NELA via email at nelahq@nelahq.org. If it is determined that removal of a post (or posts) is necessary, NELA will make reasonable efforts to do so in a timely manner.

CAUTION: If privileged information is set forth on The Exchange, then it will likely lose its protected status and/or may be seen by third parties whom you would not want to see it. Do not use The Exchange to transmit privileged or confidential information. Statements concerning sensitive topics, especially those concerning the conduct of judges, and/or concerning issues of client relations or difficulties with defense counsel, should be very carefully thought out before posting. NELA members are encouraged to address issues involving actual and potential conflicts with clients or with opposing counsel, or any ethics and sanctions issues, by contacting NELA's Service Hotline For Ethics Requests ("SHOFER", www.nela.org/ethics). Such queries will be promptly directed to the NELA Ethics and Sanctions Committee for analysis and timely response without broad dissemination to NELA's general membership.

By using these services, you agree to the following:

- You will not forward, copy, or otherwise disseminate information (including the author, subject, or content) contained in a post to anyone outside of The NELA Exchange community without prior written permission of the author. Substantive legal content shared on The Exchange may

be used without attribution in pleadings, briefs, and other documents related to representation of a client.

- You will not post any material that is knowingly false, misleading, or inaccurate.
- You will not behave in an abusive and/or hateful manner, and will not harass, threaten, or attack anyone.
- You will not post obscene or pornographic materials unless it is directly related to a pending legal matter for which such information is necessary.
- You will not use these services to violate any laws or to discuss illegal activities.
- You will not impersonate any person or entity, forge headers or otherwise manipulate identifiers in order to disguise the origin of any posting, or collect or store personal data about other users.
- You will not post any copyrighted material, or link to any copyrighted material (with the exception of publicly available sites and pages that the legal owners of the copyrights have created to make that material freely available to the general public), unless that copyright is owned by you or by NELA, or you have been granted permission to use copyrighted material by a third party.
- You will not use these services for the purpose of sharing or distributing viruses, licenses, registration information, or other information designed to do harm to or allow unlawful access to any computer hardware, software, networks, or any other systems.
- You will not post advertisements, chain letters, pyramid schemes, or solicitations, all of which are inappropriate and prohibited in the forums.
- You will not knowingly post messages that are clearly outside of the stated topic of any Practice Group Community or disrupt a Practice Group Community by deliberately posting repeated irrelevant messages or copies of identical messages (also known as "flooding").
- You will, if asked to do so by NELA's Executive Director or designee, cease posting any content, and/or links to content, deemed offensive, objectionable, or in poor taste.

Please be advised that at all times, you remain solely responsible for anything found within your posts and agree to indemnify and hold NELA, its affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of any material you submit, post to or transmit through The Exchange or other NELA online services, your use of The Exchange or other NELA online services, your connection to The Exchange or other NELA online services, your violation of the AUP or your violation of the rights of another.

NELA reserves the right to delete any message in its Practice Group Communities for any reason whatsoever. Should you violate the terms set forth in the Acceptable Use Policy, your access to The Exchange may be denied, your membership may be terminated, and your service provider(s) may be contacted regarding your behavior. Furthermore, NELA expressly reserves its rights under the law to take any other actions it deems necessary.

The Exchange was created to raise the level of knowledge in the plaintiff employment law community. While NELA understands reasonable people can differ and we encourage our members to offer opinions and insight, users of The Exchange should refrain from personally attacking other members.

Members who participate on The Exchange automatically receive daily email messages containing a summary of all messages posted on The Exchange from the previous day. If you do not wish to receive these digests, send an email to nelahq@nelahq.org.

To receive help, send a message to pvalverde@nelahq.org and in the subject of the message type: "The Exchange Assistance." To receive help with other online services, please send an email to nelahq@nelahq.org.