

## EMAIL SERVICES POLICY

(Revised 7/9/09)

The State Bar of New Mexico (State Bar) and the undersigned User of State Bar email services (User) hereby agree to the following. User is defined as all individuals or entities, excluding the Supreme Court, the lower courts, the Supreme Court's divisions or any entity that is governed by the rules of the Supreme Court.

1. State Bar member email services are made available to Users for approved purposes. The State Bar, on behalf of the User, will execute all emailing. Email addresses will not be furnished to Users. User acknowledges that members may opt out of email services.
2. Prior to sending an email, User will furnish a sample copy of material to be emailed. The State Bar, in its discretion, may decline to approve any part or all of material to be communicated or any purpose for which an email is requested.
3. User agrees to forward to the State Bar Executive Director, within 30 days or receipt by User, copies of any letters or other documents containing complaints by State Bar members regarding the User's email, the matter transmitted therein, or the offered product or service.
4. Email shall not be used in conjunction with any communication which, in the opinion of the State Bar, would tend to mislead, misinform or deceive, or which is distasteful in content or presentation; or used in connection with any communication regarding investment opportunities; or used in connection with any fundraising effort or for any lobbying activity for or against legislation without the prior written permission of the State Bar.
5. Campaign, political and commercial entity email is not permissible.
6. It is expressly understood and agreed that the State Bar's rights, including, but not limited to, common law and statutory rights of literary property and copyright of the State Bar members' email addresses are not assigned or released as a result of this Agreement, but are reserved and retained by the State Bar, subject to the limited use permitted under this Agreement.
7. This Agreement extends to all rentals of State Bar names and addresses, regardless of the form or medium on which they are supplied to User.
8. User will hold the State Bar harmless against any damages or claim of damage, court and other costs or attorney fees, arising out of the use of the data or any actual or alleged impropriety or illegality of Emailed matter, or infringement of trademark, trade name or copyright belonging to others.
9. For material breach of this Agreement, User will be liable to the State Bar for all damages plus reasonable attorney fees, court costs and expenses, including expenses incurred in investigation, and loss of income.
10. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico.

### **Email Pricing (not including applicable tax):**

- At no cost for State Bar communications including section uses (as defined in Section/Division Email Usage Guidelines), and for individual campaigns for State Bar office.
- At no cost to the courts (or assigned administrator) for Access to Justice Initiatives.
- 20 cents per name to approved Continuing Legal Education providers; law firms and lawyers within the state for purposes of announcements.
- The State Bar will send up two free eblasts per year for not-for-profit law-related organizations as follows; after two free eblasts, the cost will be 20 cents per name:
  - Local and Voluntary Bar groups within the state; UNM School of Law, State and local legal secretaries/paralegal associations within the state, and ABA sections.