

## MEMBERSHIP DATA POLICY

(Revised 7/9/09)

The State Bar of New Mexico (State Bar) and the undersigned User of State Bar membership names and addresses (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 membership data, to include only names and addresses of record, are made available to Users for approved purposes. Accepted use of membership data is for U.S. mailing purposes only, and may not be used for telephone, facsimile, email or personal contact. User acknowledges that members may opt out of list sales.
2. User will furnish a sample copy of material to be mailed, or advise the purpose for which the data is to be used. The State Bar, in its discretion, may decline to approve any part or all of material to be communicated or any purpose for which data is requested.
3. User may use State Bar data one-time only for a single, specified, and pre-approved purpose and must not duplicate or copy the data (names and addresses) or any portion thereof, in any manner. User will not at any time permit any membership data to pass into the hands of any other person, association, organization or company except for execution of the exact purpose for which it was agreed upon. Any prohibited use of the data by User shall constitute a material breach of this Agreement.
4. 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 mailing, the matter transmitted therein, or the offered product or service.
5. Membership data 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.
6. Campaign and political mailings are permissible; however, the mailing material must clearly specify that the material is a "paid political announcement."
7. 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' names and addresses and the medium on which supplied to User 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.
8. This Agreement extends to all rentals of membership data, regardless of the form or medium on which they are supplied to User.
9. 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 mailed matter, or infringement of trademark, trade name or copyright belonging to others.
10. 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.
11. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico.
12. State Bar data is made available and delivered to the User "as is." The State Bar does not guarantee the currency or accuracy of any data extracted from State Bar database.

**Membership Data Pricing (not including applicable tax):**

- At no cost for State Bar communications including section and division uses, and for individual campaigns for State Bar office.
- 10 cents per name to approved Continuing Legal Education providers; law firms and lawyers within the state for purposes of announcements.
- The State Bar will provide two free extracts of membership data per year for not-for-profit law-related organizations as follows; after two free extracts of membership data, the cost will be 10 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.
- 25 cents per name to all others.

**Samples, Payment, Pricing & Specifications:**

SAMPLE MAILING, proposed email, or statement of purpose must be furnished with the request for membership data or email service.

MEDIA: Data is normally furnished by email, but labels or other media are available. Labels are three-across

METHOD OF PAYMENT: Pre-Payment is required before membership data or email service will be provided.

Check provided when membership data are picked up at the Bar Center.

Check to be mailed after approval and exact cost known.

Purchase Order number:

Credit Card # (MasterCard, VISA, Discover, American Express only):

Expiration date:

Name of Cardholder:

MEMBERSHIP DATA DETAILS: Bar coding qualifies mailings over 200 pieces for bulk mail rates. Check if you desire bar coding (does not affect price of label)

Yes, I desire bar coding. Postal Permit #\_\_\_\_\_ (if known; if not you will have to fill in on reports)

Also send container labels (usually required). Post office where mail will be dropped (ZIP code)\_\_\_\_\_Type of facility  SCF  BMC  DDU

DELIVERY: FOB State Bar of New Mexico. Shipping charges extra.

**Section, Committee and Division Email Usage Guidelines:**

E-mail correspondence sent by SBNM staff to all members of a particular section, committee or division will be at the discretion of the chair of said section, committee or division with the approval of the executive director or designee.