

## Nvfamilylaw ListServe

### About Nvfamilylaw

This is a professional service site and not a social networking site.

Please remember to exercise courtesy at all times towards your fellow members who will also use this site. As such, this page shall not be used to advocate for or against legal or political positions, to make defamatory statements about individuals, entities or agencies, including their actions or decisions, nor shall it be used as a medium to advertise the goods or services of a for profit business or organization.

### State Bar of Nevada Listserve Terms of Use

**1. Acceptance of Terms.** Thank you for joining the State Bar of Nevada's electronic communications forums (each a "Listserve" and collectively the "Listserve") to connect with other members of SBN and your Section, (collectively "Members" and individually, each a "Member"). To participate in a particular Listserve, you will need to sign up for your preferred Listserve by accepting the link provided in your invitation email. Please read these terms of use ("Terms of Use") carefully, as your access and use of the Listserve is conditioned upon your full and unconditional acceptance of these Terms of Use as a binding, legally enforceable agreement between you and SBN. You may subscribe to as many Listserves as you wish for those Sections of which you are a Member and each subscription shall constitute a separate subscription, subject to and governed by these Terms of Use. Once you have subscribed you may post and receive messages. As a convenience to you, you will automatically be sent an invitation to join the applicable Listserve for such Section. If you wish to subsequently be removed from any Listserve joined, you should use the opt-out link provided at the bottom of each email. BY ACCESSING OR OTHERWISE USING THE LISTSERVE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE.

**2. Member Registration.** In order to post any message, comment, opinion, information or other content, such as images or other data, you must be a member of SBN and your posting must contain your name, firm name, address and telephone number. In connection with such membership, SBN may collect certain personally identifiable information, including your email address, (collectively, the "Registration Data"). You agree that SBN may use a third party service provider to provide the Listserve, who will be responsible for using this Registration Information in order to provide you with access to the Listserve (in accordance with SBN such service provider's Privacy Policy and you also agree to update your Registration Data to keep maintain a valid, current email address at all times. You may not use or provide an email address or any other information as part of your Registration Data that: (i) constitutes the name of another person with the intent to

impersonate that person; (ii) use a name subject to the rights of any other person without authorization; or (iii) use a user name that SBN, in its sole discretion, deems inappropriate or offensive.

**3. License; General Prohibitions Regarding Your Use of the Service.**

SBN grants you a personal, limited, non-transferable and non-exclusive right and license to use and participate in the Listserve. Your right to use the Listserve and any content, comments, or messages posted via the Listserve (“Content”) is personal to you and you are expressly prohibited from copying, altering, modifying, or distributing the Listserve or such Content, in whole or in part, unless you first obtain the express written authorization of SBN, the Member who originally posted the Content, or the rights owner of such Content, in each case as the case may be. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., that accesses the Listserve in a manner that sends more messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line email application. You will not use the Listserve, or any Content available via the Listserve, in whole or in part, for any purpose that is unlawful or prohibited by these Terms of Use, for any type of commercial solicitation, or for any commercial purpose, including the collection or harvesting of any personally identifiable information, including Registration Data from the Listserve or from SBN’s systems, networks, or servers. You agree not to modify, rent, lease, loan, reproduce, duplicate, copy, sell, distribute, otherwise exploit, or create derivative works based on any Content unless you have obtained legal authorization to do so from the owner of any applicable rights thereto or therein. SBN MAY REVOKE ANY OF THE FOREGOING RIGHTS, AS WELL AS ACCESS TO, OR FEATURES OR FUNCTIONS OF, THE LISTSERVE, SBN CONTENT AND/OR MEMBER CONTENT AT ANY TIME, FOR ANY REASON OR FOR NO REASON AT ALL, AND WITHOUT PRIOR NOTICE.

**4. Term; Termination.** These Terms of Use, and any revisions to these Terms of Use, shall remain in full force and effect while you are a Member of the Listserve. You may terminate your membership in any or all Listserves at any time, for any reason. You understand and agree that the termination of your membership in a Listserve is your sole right and remedy with respect to any dispute with SBN arising out of, related to, or in connection with, either directly or indirectly, your use of the Listserve. Removal from a Listserve does not affect your SBN membership status. Even after a membership is terminated, this entire Agreement will remain in effect with respect to any messages sent or received by you prior to termination.

**5. Monitoring and Enforcement.** The Listserve may allow you to post information and comments, and otherwise interact with other Members, either through postings or by interacting in real-time. As a condition of your being permitted to create a Member account, you agree to abide by any and all rules that

we publish in connection with the Listserve from time to time and at our sole discretion, including but not limited to, any prohibitions on use of the Listserve for any unlawful purpose and the Listserve Guidelines set forth below. In compliance with Section 512(c) of the Digital Millennium Copyright Act (“DMCA”) and Section 230 of the Communications Decency Act, we reserve the right, but not the obligation, to conduct a limited review of all Content for the sole purpose of identifying and rejecting Content containing content which is in violation of the “Listsserve Guidelines” set forth below. We have no liability for any information, comment, remark or content made available in the Listserve by another Member. You acknowledge that all information, data, text, opinions, photographs, graphics, messages, or other materials opinions, statement, recommendation, offers, advice or other information presented or disseminated on the Listserve (“Member Comment”) are the sole responsibility their respective authors who are solely liable as the publisher thereof. If you post Content via the Listserve, you shall, and hereby do, agree and acknowledge that such Content passes through or resides upon (as applicable) our systems, networks, or servers solely at your direction in accordance with Section 512(c) and/or 512(d) of the Digital Millennium Copyright act of 1998. This means that you, and not SBN, are entirely responsible for all Content that you upload, post, transmit or otherwise make available via the Listserve, including any personally identifying information you post and for any logos or marks of any persons, entities and/or companies included in such Content. We do not endorse, approve or otherwise assume any responsibility for any Content, including any advice or recommendation. By using the Listserve, you may be exposed to Content that is offensive, indecent, harmful, inaccurate, deceptive, or objectionable. Under no circumstances will SBN be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Listserve. You agree that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. Please be aware that the Listserve is public and, as such, you acknowledge that you have no expectation of privacy with respect to any Comment you submit; if you post any personal information, you may receive unsolicited messages from other Members. SBN reserves the right, but not the obligation, in its sole discretion, to refuse to post or remove any Content at any time for any reason. When you post Content via the Listserve, your name will be visible to other Members and attached to the Content that you submitted. Please be aware that you may receive unsolicited messages from such Members. You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to use, copy, store, publish, display, and distribute any Content you post via the Listserve or have the written consent, release, and permission of each and every identifiable individual person included in such Content to use their name or likeness. The functionality provided to you by Listserve is not an archive and we shall have no liability to you or any other person for loss, damage, or destruction to your Content, Registration Data, or any other

information submitted by you. You are solely responsible for preventing any loss or damage to and (maintaining independent archival and backup copies of any Content you submit. To report egregious or repeated violations of the guidelines, forum participants should forward the offending message directly to your section Listserv administrator, along with the reason the message was deemed offensive.

**6. License Grant to Member Content.** By submitting Content to the Listserv, you grant, to SBN, its affiliates and its and their and successor's and assigns, a worldwide, exclusive, royalty-free, sublicenseable, perpetual and transferable license to use, host, reproduce, distribute, combine with information provided by third-parties, prepare derivative works of, display, and perform the Content, alone, or as a part of other works, in any form, media, or technology, whether now known or hereafter developed, including, without limitation, (a) the right to modify, publish, prepare derivative works from, and publicly display the Content, alone or as part of any other work, in any form, media, or technology, whether now known or hereafter developed, and (b) the exclusive right to license or otherwise transfer any or all such rights to any other party. SBN may use any Content or license such Content to others for any purpose, including, without limitation, for reproduction, disclosure, transmission, publication, broadcast and posting. No compensation will be paid or due you with respect to such use of the Content.

**7. Listserv Guidelines.** In addition to any other rules or restrictions which we may impose at any time in our sole discretion, you may not post, upload, transmit or otherwise make available via the Listserv, any Content that:

(a) is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, racially offensive, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

(b) solicits personal information from anyone;

(c) publicly posts private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers information, or that otherwise poses or creates a privacy or security risk to any person;

(d) constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

(e) constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;

(f) constitutes unsolicited or unauthorized advertising or solicitation, promotional materials, "junk mail," "chain letters," instant messaging, "spimming," "spamming," or "pyramid schemes";

(g) contains restricted or password only access pages or hidden pages or

images (those not linked to or from another accessible page);

(h) constitutes, furthers, promotes, or provides instructions for any criminal or illegal activity or enterprise, violates the rights of any party, or otherwise creates liability or violates any local, state, national or international law, including, without limitation, material that depicts child-pornography, acts of violence, drug use or would violate the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ, making or buying illegal weapons, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices, violating someone's privacy, or providing or creating computer viruses;

(j) involves political campaigning, and/or sales such as contests, sweepstakes, barter, advertising, or pyramid schemes;

(k) includes any information, photograph, or video of another person that you have posted without that person's consent;

(l) is misleading or deceptive, including falsely stating or otherwise misrepresenting your affiliation with a person or entity;

(m) infringes or violates any patent, trademark, trade secret, copyright, privacy right, publicity right, contract right, or any other rights of any third-party;

(n) you do not have a right to make available under any law or under contractual or fiduciary relationships; or

(o) contains software viruses, worms, spyware, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

(p) that is unrelated to the topic of the Listserve; or

(q) that relates to, or from which could be inferred, any action or strategy relating to prices, production, allocation of markets, or any other matter having a market effect, including discussions regarding current or future billing rates, fees, disbursement charges or other items which would be construed as "price", fair profit, billing rate, or wage level, current billing or fee procedures, imposition of credit terms, or any other discussion the result of which could be construed as having the effect to restrict competition or coordinate prices, fees or compensation;

(r) that uses a misleading subject line or omits a subject line; or

(s) that, in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying Listserve or the Website, or which may expose SBN or its affiliates or its customers to any harm or liability of any type.

**8. Limitations on Use.** You shall not engage in any of the following activities in connection with your use of the Listserve:

(a) criminal, illegal, or tortious activity;

(b) advertising, political campaigning, fundraising, or commercial solicitation;

(c) circumventing, modifying, or interfering with, attempting to circumvent, modify, or interfere with, or encouraging or assisting any other person in circumventing, modifying, or interfering with any security measures or technology that is part of or related to the Listserve;

(d) activity that involves the use of software viruses, worms, spyware, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

(e) damaging, disabling, disrupting, overburdening, or impairing the Service or interfering with any other party's use and enjoyment of the Listserve;

(f) impersonating or attempting to impersonate another Member, person or entity;

(g) using any information obtained from SBN Service in order to harass, abuse, or harm another person or entity, or attempting to do the same;

(h) allow usage of the Listserve by others in such a way as to violate these Terms of Use; or

(i) engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information from the Listserve.

**9. Intellectual Property Ownership.** Unless otherwise noted, the Listserve, any names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property distributed via the Listserve, including Content submitted by other Members are owned by SBN or the submitting Member, as the case may be, and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between us and you, all right, title and interest in and to the Listserve and any Content (excluding Content submitted by you) will remain the sole property of SBN and/or the applicable Member who supplied the Content. You may not copy, use, or incorporate any Content, including any artwork, trademarks or logos, into any other work, including your own site, or use such Content in any other public or commercial manner without first obtaining the prior written permission of the applicable owner.

**10. Indemnification.** You hereby agree to indemnify, defend and hold harmless SBN from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorneys' fees and costs (whether brought by third parties or otherwise) relating to or arising out of: (a) your use of the Listserve; (b) your breach of any representations, warranties or covenants in these Terms of Use; (c) any Content posted or transmitted by you on or through the Listserve; (d) your acts and omissions; and (e) your negligence, intentional misconduct or violation or alleged violation of any rights of a third-party. SBN reserves the right, at its own expense,

to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you will have no further obligation to provide indemnification for such matter; provided, however, that you will use best efforts to cooperate with SBN in such defense. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of SBN or any of SBN's suppliers, affiliates, partners, subsidiaries and employees.

**11. Information for California Residents.** SBN is located at 3100 W. Charleston Blvd., Las Vegas, NV 89102. Phone: 702-382-2200. You may contact SBN at the foregoing address with complaints or to request additional information. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at (916) 445-1254.

**12. Copyright Infringement.** If you believe that any Content infringes your intellectual property rights, please send SBN's Copyright Agent a notification of claimed infringement with the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Service (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. SBN's Copyright Agent for notification of claimed infringement will be the section administrator for your specific section. The name and address of your applicable section administrator can be found on your section webpage at [www.nvbar.org](http://www.nvbar.org). For clarity, only notices of alleged copyright infringement should go to the Copyright Agent; any other feedback, comments, online purchases or other communications should be directed to the applicable customer service links posted on the Website. You acknowledge that in order for SBN to be authorized to takedown any Content, your notice must comply with all of the requirements of this Section.

**13. DISCLAIMER OF WARRANTIES.** YOUR USE OF THE LISTSERVE, AND ANY CONTENT DISTRIBUTED THEREBY, IS AT YOUR SOLE RISK. THE LISTSERVE AND ALL CONTENT ARE PROVIDED, "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

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PARTY ARISING FROM OR RELATING TO THE SERVICE OR THESE TERMS OF USE SHALL NOT EXCEED \$100.00. SOME STATES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE LISTSERVE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE

**15. Notice.** From time to time, we may revise these Terms of Use. To help you stay current of any changes, we shall send a general notice of such update via the Listserve within 30 days prior to such changed Terms of Use taking effect. Your use of the Listserve following the transmission of such email by SBN shall be deemed acceptance of the revised policy. We strongly recommend checking Terms of Use periodically. We may also, at our sole discretion and with no obligation to do so, provide notices and other communications to you by email or by postings via the Listserve. You will be solely responsible for keeping your email addresses updated and we will not be responsible for any undelivered notices caused by your failure to do so.

**16. Choice of Law; Venue; Trial by Jury.** By using the Listserve or the Website, you agree and acknowledge that the Website is hosted in and provided from the State of Nevada, U.S.A. If you are attempting to access the Listserve or the Website from a physical location within the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through your continued use of the Listserve or the Website, you are transferring your personal information to the United States and you consent to (a) such transfer; (b) the exclusive jurisdiction of the courts of the State of Nevada; and (c) the application of the laws of the State of Nevada, U.S.A., with respect to any dispute arising from or related to these Terms of Use and/or your use of the Listserve, other than such rules, regulations, case law, and/or international treaties that would result in the application of the laws of a jurisdiction other than the State of Nevada. Any claim or dispute between you and us that arises in whole or in part from your use of the Listserve, or in connection with these Terms of Use shall be decided exclusively by a court of competent jurisdiction located in the State of Nevada, U.S.A. Each party hereby agrees that such court shall have in personam jurisdiction and venue with respect to such party, and each party hereby submits to the in personam jurisdiction and venue of such courts and waives any objection based on inconvenient forum. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE

TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (RISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE.

**17. General.** If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect. A printed version of these Terms of Use and any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. SBN may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You will not assign these Terms of Use, by operation of law or otherwise, without prior written approval of SBN, and any such attempted assignment will be void. Subject to the foregoing, these Terms of Use will be binding upon and inure to the benefits of the parties hereto, their successors and permitted assigns. The failure of SBN to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use sets forth the entire understanding and agreement between SBN and you with respect to the Listserve, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and SBN with respect to the Listserve. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance. Each party is an independent contractor and not an agent or representative of any other party. No party will have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. These Terms of Use will not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party. The parties acknowledge and agree that these Terms of Use may be entered into electronically, and without the necessity of written signatures.

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**The Administrators of the Nvfamilylaw ListServe are:**

Robert Horne, State Bar of Nevada, [rhorne@nvbar.org](mailto:rhorne@nvbar.org)

Vincent Mayo, FLEC, [vmayo@theabramslawfirm.com](mailto:vmayo@theabramslawfirm.com)