

Demand Letters



REQUIRED AGREEMENT BEFORE ACCESSING PLAINTIFF LAWYER RESTRICTED CONTENT FROM TRIAL GUIDES

BINDING AGREEMENT REQUIRED TO ACCESS AND VIEW PROTECTED CONTENT

I agree to the terms and conditions set forth below as an agreement between myself and Trial Guides regarding my viewing of the videos and information on the trialguides.com website, and also participation in and the use of the information shared in the continuing education events, promotions and informational video and content provided by Trial Guides, its authors, and constituents. I understand that the use of restricted Trial Guides products is a privilege of Trial Guides customers who practice specific areas of law. One or more authors or speakers on a product may specify that it is only available to civil plaintiff lawyers. Trial Guides may also have specific reasons why this product should not be sold to members of the public who are not licensed to practice law.

By signing below I agree to be fully bound by the terms of this agreement. I take full personal responsibility for any actions performed by any other person using my username and password and information obtained through my access that is granted to the restricted content provided by Trial Guides.

CONFIDENTIALITY

The Program described in this Agreement, which is organized and produced by Trial Guides, LLC ("Trial Guides"), includes the disclosure of confidential and proprietary practice methods developed by the Presenter(s) (collectively, "Confidential Information"), including but not limited to tactics, strategies, approaches, techniques, know-how, resources, and information of interest and usefulness to trial attorneys who represent plaintiffs in litigation, whether such Confidential Information is disclosed directly or indirectly, and whether disclosed orally, in writing, and/or in other media. I acknowledge and agree that:

1. I will hold the Confidential Information in strict trust and confidence at all times;
2. I may use the Confidential Information only in my own trial practice but for no other purpose whatsoever;
3. I will not create a business outside of my normal law firm business, based upon the Confidential Information provided in these products or presentations;
4. I will not create a competing product, or CLE presentation based upon the Confidential Information provided by these products or presentations;

5. I will not disclose the Confidential Information to any other person or entity at any time or for any purpose outside my own law firm; and
6. I will not prepare or participate in the publication of marketing materials or services of any kind whatsoever embodying the Confidential Information.

USE OF INFORMATION

I understand that the content I am agreeing to receive contains proprietary formats, templates, and methods that have been developed through substantial efforts and research into the field. I further understand that copying or distributing any of this information outside of its intended use for my clients for the purpose of litigation in my firm only, would result in damages to Trial Guides and its authors/speakers. I hereby agree not to copy, or use the formats, methods, or templates in any way outside of my personal and professional interests in maximizing settlement value for my own clients.

DEFENSE USE PROHIBITED

I hereby swear and affirm that I will not use communications, products, or services obtained from the Trial Guides website, blogs, Fire Side Chats, author content, or continuing legal education to assist in the defense of a defendant in civil litigation, an insurance company, an insurance software company, an insurance vendor, or an “independent medical examination” company. I fully acknowledge and understand such a use of plaintiff lawyer only restricted Trial Guides products and CLEs is explicitly prohibited and any such use will result in me being reported for ethical sanctions by Trial Guides and/or its authors/speakers with the appropriate state or local Bar association. By signing below, I agree that any such use is “unethical” and any person signing with the intention of using the information from the Trial Guides website in a way that is prohibited above is committing violations of the ABA Model Rules of Professional Conduct for misconduct, the intentional misrepresentation of a fact, and dishonesty (a violation of moral turpitude), breach of trust, as well as state Rules of Professional Conduct with the same or similar ethical requirements.

COMMERCIAL PURPOSES

Under no circumstances will I use information obtained from Trial Guides and its authors for commercial purposes that are not connected with the practice of law on behalf of a client or the administration and management of my own law office. I will not download information obtained from the website into any other document, database, or information retrieval system except for the use of employees of the same firm where I am employed and used solely to support the legal services in which I am engaged or the administration and management of a law office where I am the owner, partner, or employee. I agree that I will not utilize the products or information provided within these restricted products to advertise products, webcasts, webinars, or live CLEs that are not sponsored by Trial Guides. I agree I will not market to Listserv users for any profit-making venture resulting from the knowledge gained through the use of this product for consulting services as that will directly compete with the businesses of the speakers in this

program. I will not offer items for sale for profit through the Listserves except in connection with the legal services provided by my own law office. I will not market items for sale for charitable activities or organizations through AAJ Listserves for products or services or events resulting from knowledge gained from these restricted products.

RELEASING CONTENT

I will not forward or distribute materials from Trial Guides plaintiff lawyer only products to any outside party. I will not allow others to use my Trial Guides subscription(s) for access to the protected products, podcasts, forms, and other content. Access to the Trial Guides website, blogs, Fire Side Chats, and other continuing legal education are intended for the exclusive use of Trial Guides customers/members representing plaintiffs in civil actions or defendants in criminal actions. I will not furnish materials to a defendant, defense interest, criminal prosecutor, Court, or any other person not assisting in my plaintiff civil or criminal defense case, except as otherwise authorized by the law. All copying and recording of products are strictly prohibited under federal copyright law, including derivatives of the original product such as captures of screencasts. Federal copyright law supersedes any state court ruling on the production of copyright protected materials. I agree that I will provide Trial Guides with formal notice of any legal proceeding in which Trial Guides copyright protected materials are going to be used in any way not otherwise authorized herein. If information exchanged or released through Trial Guides or its materials are demanded or ordered to be produced during discovery, I agree to oppose the discovery request, and contact Trial Guides. I agree to file motions for protective orders before producing any such materials or communications.

PARALEGAL AND OTHER LAW OFFICE AFFILIATE USE

In addition to all other provisions in this policy, paralegal and other law firm employee affiliates shall comply with everything stated in this agreement

AGREEMENT

I agree to the above binding agreement required to access, view, or purchase this Product.

(Full Legal Name)

(US State Primary Jurisdiction)

(Signed)

(Primary Jurisdiction Bar Number)

Email or Fax

Email: Sales@TrialGuides.com

Fax: 503-206-6438