

CBA-BC SOLOLINK PROJECT
A PROFESSIONAL FORUM AND SOCIAL NETWORK FOR LAWYERS IN BRITISH COLUMBIA

TERMS OF USE

SOLOLINK is a permanent project developed by the Solicitors' Practice Issues Committee, a working committee operating under the auspices of the British Columbia Branch of the Canadian Bar Association ("CBA-BC").

SOLOLINK is a professional forum and social network offered to lawyers throughout British Columbia who meet the criteria set out under the heading "SOLOLINK Access & Participation" below. For ease of reference, these lawyers are defined as "Eligible Lawyers."

Any Eligible Lawyer who is invited, granted or permitted access to SOLOLINK is referred to as the "User" in these terms of use ("Terms of Use"). By accepting an invitation to or using SOLOLINK, each User acknowledges that the User has read, understood and agreed to the Terms of Use as set out herein.

OBJECTIVE

SOLOLINK is intended as a means to facilitate communications between Eligible Lawyers throughout British Columbia.

SOLOLINK is intended to be a real-time resource, fulfilling an immediate need for those practitioners who otherwise may have limited access to practice resources (whether related to substantive or procedural legal matters), the general practice of law, the business of law, and office management.

SOLOLINK is intended to provide an opportunity for Users to pose questions, offer advice and share information, and to engage in discussions that ordinarily arise in the course of the practice of law or in operating a legal practice (collectively meaning "discussion" herein).

ACKNOWLEDGEMENT

The Solicitors' Practice Issues Committee of the CBA-BC gratefully acknowledges the assistance of the Law Society of Alberta-SoloNet Pilot Project in developing and implementing the CBA-BC SOLOLINK Project and for consent to the use of its materials in the development of the Terms of Use for the CBA-BC SOLOLINK Project. This assistance was invaluable to the Committee and much appreciated.

SOLOLINK ACCESS & PARTICIPATION

To access and participate in SOLOLINK, an individual must be:

- (a) A practicing member of the Law Society of British Columbia;
- (b) A member of the CBA-BC; and
- (c) Any one of the following:
 - i. a lawyer practicing in a firm of ten lawyers or less; or
 - ii. in-house counsel.

To participate in SOLOLINK, Eligible Lawyers may send a written participation request to the Solicitors' Practice Issues Committee or the moderator or webmaster of SOLOLINK.

Access to SOLOLINK will be denied for individuals who are not Eligible Lawyers. Access to SOLOLINK will be suspended for Users who at any time cease to qualify as Eligible Lawyers or are in non-compliance with the Terms of Use.

PARTICIPATION ON SOLOLINK

Eligible Lawyers participating in SOLOLINK must do so responsibly and are, as usual, bound by the Professional Code of Conduct in discussions on SOLOLINK (including with respect to client confidentiality and conflict of interest). Discussions on SOLOLINK are to be professional and ethical in terms of usage and content.

MONITORING OF SOLOLINK

While discussions will not be monitored on SOLOLINK on a daily basis, they will be monitored from time to time by members of the Solicitors' Practice Issues Committee or their successor(s).

A Member of the Solicitors' Practice Issues Committee will be acting as the moderator of SOLOLINK (the "Moderator") and, in that capacity, may remove any discussions, threads or materials posted on SOLOLINK in its sole discretion.

The Moderator may also request that a User to remove any topic or to discontinue a thread of discussion on SOLOLINK and, in such event, that topic or thread will be terminated. The same policy applies to any materials posted on SOLOLINK by a User.

SOLOLINK PILOT PROJECT

RULES OF USE

As all discussions, postings and information on SOLOLINK can be read by all Users, there are some basic rules of use that must be observed, including the following:

1. To be concise, provide a clear subject line, and keep discussions short and to the point.
2. To be civil and constructive in discussions.
3. Not to post SOLOLINK materials or information to other forums without the express written permission of the Moderator.
4. Not to post any material that is protected by copyright without the permission of the copyright owner. If there is any question as to whether the particular item is in violation of copyright law, not to post that material. Users of SOLOLINK must comply with copyright, trademark and patent laws and regulations.
5. Not to make any offensive comments or jokes or use profanity or vulgarity.
6. Not to insult, berate or make personal attacks on other Users or on persons, entities or organizations.
7. Not to discuss or post defamatory, abusive, threatening, obscene or other illegal materials.
8. Not to knowingly post false or misleading information.
9. Not to impersonate any person, entity or institution.
10. Not to misrepresent the User's affiliation with a person, entity or organization.
11. Not to interfere with other Users on SOLOLINK.
12. Not to discuss or post marketing, promotional or financial products or services for commercial purposes.
13. Not to distribute of petitions for signatures, chain letters or letters relating to pyramid schemes, advertising or solicitation for funds, political campaigning, mass mailings, any form of unsolicited commercial or promotional email or an offering of lawful or fraudulent goods, services, schemes or promotions.

ENFORCEMENT

1. A User's access may be denied, suspended or terminated by the Moderator for any or all of the following:
 - (a) For ceasing to qualify as an Eligible Lawyer;
 - (b) For non-compliance with the professional and ethical guidelines of the Professional Code of Conduct;
 - (c) For non-compliance with a request from the Moderator;
 - (d) For non-compliance with the Rules of Use; or
 - (e) For non-compliance with the Terms of Use, in whole or in part, as deemed by the Moderator in its absolute discretion.

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In the event any of the above circumstances have been brought to the attention of the Moderator, the Moderator reserves the right to impose sanctions (without limiting the Moderator's right to suspend or terminate access), including but not limited to:

- Moderating a User's discussions, posts or information.
- Removing the User's offending discussions, posting or information
- Warning the User publicly for a violation of Enforcement paragraphs 1(a) to (e).

TERMS AND CONDITIONS

1. Users are obliged:
 - a. To exercise their own professional judgement when using SOLOLINK
 - Users are not to rely upon any information or statement on SOLOLINK as a substitute for their own professional judgment.
 - b. To conduct their own legal research and analysis
 - Users are not to rely upon any information or statement on SOLOLINK as a substitute for their own legal research and analysis.
 - c. To independently verify any materials or information provided, including statements made by other Users on SOLOLINK
 - Users are to exercise their own professional due diligence if and when relying on any information or statement sent or posted on SoloLink.
 - Users assume all responsibility for any and all loss which may arise, be occasioned or sustained as a result of a User's reliance on any information or statement sent or posted on SOLOLINK.
3. Users may be held individually to account, or be liable, for any communications sent or posted under their account on SOLOLINK, including, without limitation, for defamatory, discriminatory, anti-competitive, or unauthorized communications.
4. Users are entirely responsible for maintaining the confidentiality of their password and account and for any and all activities that occur under their account on SoloLink.
 - Users agree to immediately notify the Moderator or Webmaster on SOLOLINK of any unauthorized use of their account or any other breach of security.
 - Neither the CBA-BC nor the Solicitors' Practice Issues Committee (acting in its capacity as a committee of the CBA-BC or as Moderator of SOLOLINK) will be liable for any loss occasioned or sustained as a result of someone other than the User using their password or account.
 - No User may use another User's account at any time.
5. Users warrant and represent that they own the copyright with respect to any material sent or posted on SOLOLINK or have received permission from the copyright owner to do so.

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6. Users acknowledge, understand and agree that they are not relieved of, or released from, any obligation of confidentiality or privilege as between a solicitor and client or conflict of interest when discussing, sending or posting any matter, issue, strategy, etc., on SOLOLINK.

LEGAL NOTIFICATIONS & INDEMNIFICATION

The CBA-BC (or any part thereof, including, without limitation, the Solicitors' Practice Issues Committee) is merely acting as the host in providing the facilities for SOLOLINK through the online web-based management and collaboration tool of BaseCamp.

The CBA-BC (or any part thereof, including, without limitation, the Solicitors' Practice Issues Committee) does not assume any liability of whatsoever kind, manner or means arising from or in connection with any information, opinion, statement or materials posted or residing on SOLOLINK.

The CBA-BC (or any part thereof, including, without limitation, the Solicitors' Practice Issues Committee) is not responsible:

1. For the content of information or the sending or posting of materials by a User on SOLOLINK; or
2. For any opinions or statements made by Users on SOLOLINK.

In no event will the CBA-BC (or any part thereof, including, without limitation, the Solicitors' Practice Issues Committee) be responsible to the Users for any indirect, consequential, special or punitive damages or losses that the Users may incur, sustain or occasion in connection with SOLOLINK or any of the data or other materials transmitted through or residing on SOLOLINK, even if the CBA-BC (or any part thereof) has been advised of the possibility of such damage or loss.

MODIFICATION - TERMS OF USE

The Terms of Use, as set out herein, may be modified periodically. In such event, such modifications shall be deemed effective upon their posting on SOLOLINK. By continuing to use SOLOLINK after such modifications are posted on SOLOLINK, you are deemed to have agreed to the Terms of Use, as modified.

OPTING OUT

You may decline an invitation to participate in SOLOLINK, opt-out of use of SOLOLINK or close your account on SOLOLINK at any time. To decline, opt-out or close your User account, simply follow the instructions on SOLOLINK, send an email to Sololink@cbabc.org or contact the moderator or webmaster on SOLOLINK.