

E-MAIL CONSENT

Client name _____

Client address _____

Client e-mail address _____

1. **RISK OF USING E-MAIL.** Carney Elder Law (hereinafter **CEL**) offers clients the opportunity to communicate by e-mail. Transmitting client information by e-mail, however, has a number of risks that clients should consider before using e-mail. These include, but are not limited to, the following risks:
 - a. E-mail can be circulated, forwarded, and stored in numerous paper and electronic files.
 - b. E-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients.
 - c. E-mail senders can easily misaddress an e-mail.
 - d. E-mail is easier to falsify than handwritten or signed documents.
 - e. Backup copies of e-mail may exist even after the sender or the recipient has deleted his or her copy.
 - f. Employers and on-line services have a right to archive and inspect e-mails transmitted through their systems.
 - g. E-mail can be intercepted, altered, forwarded, or used without authorization or detection.
 - h. E-mail can be used to introduce viruses into computer systems.
 - i. E-mail can be used as evidence in court.

2. **CONDITIONS FOR THE USE OF E-MAIL.** **CEL** will use reasonable means to protect the security and confidentiality of e-mail information sent and received. However, because of the risks outlined above, **CEL** cannot guarantee the security and confidentiality of e-mail communication, and will not be liable for improper disclosure of confidential information that is not caused by **CEL** intentional misconduct. Thus, clients must consent to the use of e-mail for client information. Consent to the use of e-mail includes agreement with the following conditions:
 - a. All e-mails between the client and **CEL** will be made part of the client's file. Because they are a part of the file, other individuals authorized to access the file, such as staff and billing personnel, will have access to those e-mails.
 - b. **CEL** may forward e-mails internally to **CEL** staff and agents as necessary for the case, including but not limited to preparation of legal documents. **CEL** will not, however, forward e-mails to independent third parties without the client's prior written consent, except as authorized or required by law.
 - c. Although **CEL** will endeavor to read and respond promptly to an e-mail from the client, **CEL** cannot guarantee that any particular e-mail will be read and responded to within any particular period of time. Thus, the client shall not use e-mail for emergencies or other time-sensitive matters.
 - d. If the client's e-mail requires or invites a response from **CEL**, and the client has not received a response within a reasonable time period, it is client's responsibility to follow up to determine whether the intended recipient received the e-mail and when the recipient will respond.

- e. The client should not use e-mail for communication regarding sensitive information, either of a medical or a legal nature.
- f. The client is responsible for informing **CEL** of any types of information the client does not want to be sent by e-mail.
- g. The client is responsible for protecting his/her password or other means of access to e-mail. **CEL** is not liable for breaches of confidentiality caused by the client or any third party.
- h. **CEL** shall not engage in e-mail communication that is unlawful.
- i. It is the client's responsibility to follow up and/or schedule an appointment if warranted.

3. **INSTRUCTIONS.** To communicate by e-mail, the client shall:

- a. Limit or avoid use of his/her employer's computer.
- b. Inform **CEL** of changes in his/her e-mail address.
- c. Put the client's name in the subject line and body of the e-mail.
- d. Inform **CEL** that the client received an e-mail from **CEL**.
- e. Take precautions to preserve the confidentiality of e-mails, such as using screen savers and safeguarding his/her computer password.
- f. Withdraw consent only by e-mail or written communication to **CEL**.

4. **CLIENT ACKNOWLEDGEMENT AND AGREEMENT.** I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of e-mail between **CEL** and me, and consent to the conditions outlined herein. In addition, I agree to the instructions outlined herein, as well as any other instructions that **CEL** may impose to communicate with clients by e-mail. Any questions I may have had were answered.

Client signature _____ Date _____