

## **End User Agreement (EUA)**

### **Introduction**

**Welcome to my website.**

**This website is a private website for the practicing criminal defense attorney. DUI cases constitute the primary focus of the information contained in the website but any criminal case involving alcohol, drugs, Standardized Field Sobriety Tests (SFST'S), closed head trauma or any other neuro-psychiatric issue may be addressed.**

**Contained within the website is a collection of my intellectual property of PowerPoint slides, custom animations, recorded presentations, and answers to relevant technical questions and is available for each attorney to learn from and to add to their own knowledge base, and for use as demonstrative aids in any case we are working on together.**

**This website requires registration by the criminal defense attorney and an understanding and agreement to follow the website conditions.**

**The conditions for registration and membership are simple.**

- 1. Your membership is free.**
- 2. You are a current practicing criminal defense attorney in good standing with your state bar association.**
- 3. An invitation from me to join.**
- 4. Your membership and the website and the website contents are not to be used by anyone else without my express written permission.**
- 5. My intellectual property is not for sale or distribution, but it may be used in a specific case we are working on together.**
- 6. I may terminate anyone's membership at any time for any reason.**
- 7. The Question & Answer Forum (Q&A Forum) is not a discussion board, it is designed to answer a specific question about a given issue in a criminal case. Your question should contain enough information for me to consider the issue and respond with an appropriate answer, and references if necessary. Many responses require considerable thought and research. Often they are repetitive, so a simple search of the Q&A Forum may reveal the same question already answered. Searching the Q&A Forum before asking a question is therefore encouraged.**
- 8. Anything I share or suggest is based on hypotheticals or assumed facts supplied to me by the person asking the questions, and no one may rely on them for the purposes of imposing liability or of seeking damages. No warranty of correctness or accuracy is made by my giving my input about anything posed to me. I merely suggest an opinion based on matters supplied or told to me.**

## **END USER AGREEMENT**

**STEFAN ROSE, M.D. (SRMD) in the capacity of officer and employee of University Medical and Forensic Consultants, Inc. (UMFC) ON-LINE INFORMATION EXCHANGE RULES, REGULATIONS AND AGREEMENT**

**The UMFC's Only On-Line Information Exchange will hereby be referred to as "UMFC's website" or "UMFC.COM" throughout the rest of this document. This document is the ENTIRE AGREEMENT and there are no oral representations, promises, statements and/or guarantees whatsoever that should ever be relied on by any of the parties to this agreement in any manner whatsoever.**

**\*Save a copy of this Agreement for your records and for future reference.**

### **A.**

**The purpose of the UMFC.COM is to provide a resource to those attorneys who are UMFC paying clients who are (1) in good standing with the state bar in their jurisdiction, and (2) who do not represent or advise the government or law enforcement or do any work for or with any of the following: 1) government entities, 2) law enforcement of any kind and/or 3) prosecutorial agencies of any kind.**

**UMFC.COM is strictly for UMFC to exchange information with attorneys who have retained UMFC to work on legal matters.**

### **B.**

**The UMFC.COM administrator is UMFC. He can be reached by e-mailing [toxdoc@umfc.com](mailto:toxdoc@umfc.com)**

### **C.**

#### **QUALIFICATIONS FOR PARTICIPATION ON UMFC.COM**

**1. Qualification for participation in the UMFC.COM is limited to UMFC members who are (1) in good standing with their state bar and (2) government entities, 2) law enforcement of any kind and/or 3) prosecutorial agencies of any kind.**

**2. All participants in the UMFC.COM are required to notify the UMFC of any change to their qualifications for participation within twenty four (24) hours of working for law enforcement or prosecutors.**

**D.**

**REGULATIONS AND RESTRICTIONS**

**Information gained through access to UMFC.COM is for the sole use and benefit of members of UMFC.COM. Information and messages on UMFC.COM are posted and used only under an expectation and agreement of confidentiality, and production of information or documents from said UMFC.COM without the express consent of the creator and UMFC would hinder the very purposes of UMFC membership including causing severe damage and a chilling effect on the right of association of UMFC members. Participants agree not to forward or otherwise distribute messages or information from said UMFC.COM to those who are not a member of UMFC.COM. Further, the materials and information contained on said UMFC.COM are intended for the exclusive use of members of UMFC.COM. Materials and information may not be furnished to any law enforcement, prosecutor or any other person without prior written approval of UMFC. If the materials or information are demanded or subpoenaed during discovery or any kind of legal proceeding whatsoever, you are required to oppose the discovery and requests and to contact UMFC immediately.**

**E.**

**CONFIDENTIALITY AND NONDISCLOSURE:**

**The UMFC.COM regulations as stated above maintain the strict confidentiality and nondisclosure of the transmissions and information posted on UMFC.COM. By signing below or by using this UMFC.COM in any manner you agree to abide by the confidentiality and nondisclosure terms.**

**Should you wish to disclose any information, you must first receive express written approval from UMFC in order to do so. By signing or clicking “accept” below you also acknowledge that remedies at law may be inadequate to protect against breach of nondisclosure provisions and that UMFC and the UMFC.COM group have an opportunity to respond if you are requested or ordered by any governmental entity to disclose confidential information obtained through the UMFC.COM, and you will seek an appropriate protective order for the confidential information.**

**F.**

**DISCIPLINE, LIQUIDATED DAMAGES AND INDEMNIFICATION:**

**ANY USE OF MATERIALS OR INFORMATION OBTAINED FROM UMFC.COM TO ASSIST IN THE DEFENSE OF CRIMINAL ACTIONS AND/OR CIVIL ACTIONS IN WHICH UMFC IS RETAINED. USE FOR PROSECUTION OF CRIMINAL MATTERS IS EXPLICITLY PROHIBITED, AND ANY SUCH USE MAY EXPOSE THE PERSON(S) USING THESE MATERIALS OR INFORMATION IN SUCH A MANNER TO ETHICAL SANCTIONS OR OTHER RELEVANT DISCIPLINARY AUTHORITY,**

**INCLUDING BUT NOT LIMITED TO EXPULSION FROM UMFC.COM. UMFC WILL TAKE APPROPRIATE MEASURES TO DEAL WITH THOSE FOUND VIOLATING THE REGULATIONS STATED HEREWITH.**

**YOU AGREE TO INDEMNIFY (INCLUDING REASONABLE ATTORNEY'S FEES INCURRED), DEFEND AND HOLD UMFC, ITS OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL COSTS AND EXPENSES CAUSED OR CONTRIBUTED TO BY YOUR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, SUCH COSTS AND EXPENSES INCURRED TO ENFORCE THIS AGREEMENT AND/OR TO ENSURE THAT THERE IS NO DISCLOSURE.**

**THE LIQUIDATED DAMAGES FOR ANY BREACH OF ANY PART OF THIS CONTRACT SHALL BE \$20,000 (TWENTY THOUSAND DOLLARS) FOR EVERY DISSEMINATION AND SUBSEQUENT DISSEMINATION. SUCH LIQUIDATED DAMAGES SHALL BE DEEMED TO BE A GENUINE PRE-ESTIMATE OF THE FORESEEABLE DAMAGES INCURRED BY UMFC DUE TO A BREACH OF THIS AGREEMENT**

**G.**

**DISCLAIMERS:**

**Transmission of materials via this UMFC.COM is done at your own risk and expense with full knowledge of this UMFC.COM Regulations. UMFC does not moderate the UMFC.COM nor is it responsible for breaches to the UMFC.COM.**

**Unless otherwise stated, views and opinions expressed on the UMFC.COM have not been approved by UMFC for any use or any purpose, and do not necessarily reflect that of UMFC or its affiliates. UMFC does not guarantee the accuracy or reliability of the materials posted on the UMFC.COM. UMFC neither screens content nor verifies the source. Information provided on the UMFC.COM does not constitute legal or medical advice by UMFC or its participants.**

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**H.**

**CONSIDERATION**

**The consideration for this Agreement is the mutual promises of the parties hereto.**

**I.**

**Any litigation of any kind that arises in any fashion out of the instant contract shall be only filed within the county of SRMD's residence at the time of the filing of the action.**

**UMFC reserves the right to terminate the usage privileges of any UMFC.COM member without notice for cause.**

**By clicking on the registration button below you acknowledge you have read, understood and agreed to all of the provisions and conditions of this website:**