MYCASE and E-MAIL CONSENT

Client(s) name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Client(s) preferred e-mail address(es): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. **RISK OF USING E-MAIL**. **Carney Elder Law (hereinafter CEL)** offers clients the opportunity to communicate by e-mail and through a password protected secure portal. Transmitting client information by any means, but especially by email, has a number of risks that clients should consider before using any electronic means of transmitting information and documents. These include, but are not limited to, the following risks:
2. E-mail can be circulated, forwarded, and stored in numerous paper and electronic files.
3. MyCase messages and documents can only be shared by and between CEL and the client and others whom the client specifically authorizes.
4. E-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients.
5. MyCase is a password protected online portal that could potentially be hacked by unknown third parties who could then broadcast the client’s information found on MyCase worldwide to be received by intended and unintended recipients.
6. E-mail senders can easily misaddress an e-mail.
7. E-mail is easier to falsify than handwritten or signed documents.
8. Backup copies of e-mail may exist even after the sender or the recipient has deleted his or her copy.
9. Employers and on-line services have a right to archive and inspect e-mails transmitted through their systems.
10. E-mail can be intercepted, altered, forwarded, or used without authorization or detection.
11. E-mail can be used to introduce viruses into computer systems.
12. MyCase, although password protected, could potentially be hacked and used to send messages that introduce viruses into computer systems.
13. E-mail messages as well as MyCase messages, including documents transmitted by either, can be used as evidence in court.
14. **CONDITIONS FOR THE USE OF E-MAIL AND MYCASE**. **CEL** will use reasonable means to protect the security and confidentiality of information sent and received via email and/or MyCase. However, because of the risks outlined above, **CEL** cannot guarantee the security and confidentiality of any communications sent using any electronic means, 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 and/or MyCase for transmitting client information and documents. Consent to the use of e-mail and/or MyCase includes agreement with the following conditions:
15. All electronic communications (emails and MyCase messages) 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 communications.
16. **CEL** may forward e-mails and/or MyCase messages internally to **CEL** staff and agents as necessary for the case, including but not limited to legal documents. **CEL** will not, however, forward e-mails or MyCase message or client documents to independent third parties without the client’s prior written consent, except as authorized or required by law.
17. Although **CEL** will endeavor to read and respond in kind promptly to all messages (email or MyCase) from the client, **CEL** cannot guarantee that any particular message sent by e-mail or MyCase will be read and responded to within any particular period of time. Thus, the client shall not use e-mail or MyCase alone to communicate information in an emergency or other time-sensitive matter.
18. If the client’s message sent via email or MyCase 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 message and when the recipient will respond.
19. The client is responsible for informing **CEL** of any types of information the client does not want to be sent by e-mail or via MyCase.
20. The client is responsible for protecting his/her password or other means of access to e-mail and/or MyCase. **CEL** is not liable for breaches of confidentiality caused by the client or any third party.
21. **CEL** shall not engage in any communication in any form that is unlawful.
22. It is the client’s responsibility to follow up and/or schedule an appointment if warranted.
23. **INSTRUCTIONS FOR USING EMAIL TO COMMUNICATE WITH CEL**. To communicate by e-mail, the client should:
24. Limit or avoid use of his/her employer’s computer.
25. Inform **CEL** of changes in his/her e-mail address.
26. Put the client’s name in the subject line and body of the e-mail.
27. Inform **CEL** that the client received an e-mail from **CEL**.
28. Take precautions to preserve the confidentiality of e-mails, such as using screen savers and safeguarding his/her computer password.
29. Withdraw consent only by e-mail or written communication to **CEL**.
30. **MYCASE**. MyCase is a password protected HIPPA secure client portal which can be used to electronically share and view messages by and between CEL and the client(s), as well as others whom the client authorizes to have access. CEL and the client(s) can also share and view documents uploaded to the portal with each other and others whom the client authorizes to have access; CEL can share invoices for the legal services provided with the client, which the client and then pay online by credit card or electronic check; CEL can share appointments with the client; and more. CEL understands the risks of email communications and recommends MyCase as a more secure means of private communications and sharing of documents. However, NO system is TOTALLY secure from skilled hackers and others determined to access your private information. Therefore, CEL cannot and does not guarantee that any sensitive information or documents transmitted via MyCase will remain private. Further, if you agree to this form of communication initially and later wish to opt out of using it, you must do so by notifying us in writing of your decision.
31. **CLIENT ACKNOWLEDGEMENT AND AGREEMENT TO USE OF EMAIL**. I/We acknowledge that I/we have read and fully understand this consent form. By my initials following this section, I/we declare that I/we understand the risks associated with the communication of e-mail between **CEL** and me and, despite the potential risks associated with the use of email, consent to CEL’s use of email to transmit information, including sensitive financial and other information and copies of draft and/or signed documents to me.

**If you agree to use of email by CEL to transmit my private and sensitive information and documents as set forth above, initial here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **CLIENT ACKNOWLEDGEMENT AND AGREEMENT TO USE OF MYCASE**. I/We acknowledge that I/we have read and fully understand this consent form. By my/our initials following this section, I/we declare that I/we understand the risks associated with the communication of messages and sharing of documents between **CEL** and me via MyCase and, despite the potential risks associated with the use of any secure portal, and specifically MyCase, I/we consent to CEL’s use of MyCase to transmit information, including sensitive financial and other information to me and to share my private documents with me.

**If you agree to use of MyCase by CEL to transmit my private and sensitive information and documents as set forth above, initial here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I/We acknowledge the information and instructions outlined herein as well as any other instructions that **CEL** may have provided to me regarding communications with clients by e-mail or MyCase. Any questions I/we may have had were answered.

Client(s) signature(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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