

## DISTRICT OF COLUMBIA BAR MYDCLAWYER®

### ATTORNEY TERMS AND CONDITIONS (“Terms”)

1. **Purpose.** MyDCLawyer is a public service established to help members of the public identify and contact D.C. Bar licensed attorneys who may be able to assist them with their legal needs.
2. **Administration, Governance, and Operation.** The D.C. Bar operates MyDCLawyer according to these Terms, which may be amended from time to time by the D.C. Bar in its sole discretion. The D.C. Bar will post any amendments to these Terms on the MyDCLawyer webpage. Attorneys should check the MyDCLawyer webpage periodically for changes to these Terms. The D.C. Bar staff administers MyDCLawyer by setting the attorney eligibility requirements and annual subscription fee, operating the system, and performing other tasks as needed. The D.C. Bar reserves the right to modify or terminate the MyDCLawyer offering at any time.

The D.C. Bar does not use license fee funds to operate MyDCLawyer.

To be matched with potential clients, D.C. Bar attorneys enrolled in MyDCLawyer create their individual MyDCLawyer profile online. Individuals seeking referrals to attorneys for legal matters in the District of Columbia (“Requestors”) submit the MyDCLawyer request form with a description of their legal matter on the MyDCLawyer webpage. Requestors may choose to initiate contact with one or more referred attorneys, but there is no obligation to do so.

3. **Eligibility.** Attorneys must satisfy the following requirements to enroll and remain in MyDCLawyer: (a) be an Active member of the D.C. Bar in good standing; (b) not be disbarred in any jurisdiction; (c) have and maintain professional liability insurance in amounts not less than \$100,000 per occurrence and \$300,000 in the aggregate; (d) not owe restitution to the D.C. Bar Clients’ Security Fund; (e) have a current, fully-paid subscription to MyDCLawyer; and (f) comply with these Terms, the District of Columbia Court of Appeals Rules Governing the District of Columbia Bar, and the District of Columbia Rules of Professional Conduct as well as all applicable laws including, but not limited to, the District of Columbia Human Rights Act.
4. **Application.** Attorneys seeking to enroll in MyDCLawyer must complete and submit the online MyDCLawyer application, certifying that the information provided by them is true and correct. Applicants must upload an insurance declarations page, a Certificate of Insurance, or similar documentation acceptable to the D.C. Bar to verify their insurance coverage is current and satisfies the minimum requirements.
5. **Appeals.** If a MyDCLawyer application is denied, the attorney may appeal in writing within thirty (30) calendar days of the denial, explaining the basis for the appeal and providing

relevant supporting documentation. D.C. Bar staff will respond to timely appeals within thirty (30) calendar days of receipt. The D.C. Bar's decision on the appeal is final and not subject to further review.

6. **Term and Renewals.** The annual subscription period for MyDCLawyer is July 1<sup>st</sup> through June 30<sup>th</sup> of the following year. Eligible attorneys may renew their MyDCLawyer subscriptions during the annual D.C. Bar membership license renewal period.
7. **General Consent and Attorney Obligations.** MyDCLawyer attorneys agree that the D.C. Bar may release their name, photo, contact information, and professional experience as provided in their MyDCLawyer profile to Requestors.

MyDCLawyer attorneys agree to (a) update their MyDCLawyer profile information with changes related to contact information, D.C. Bar membership status, self-certifications, insurance, restitution owed to the D.C. Bar Clients' Security Fund, and other required information and (b) respond to Requestors promptly.

8. **Reporting by Attorneys.** Within thirty (30) days of notice of a referral, MyDCLawyer attorneys will log into their MyDCLawyer account and indicate whether they consulted with a Requestor and whether they entered into an attorney-client relationship with a Requestor.
9. **Fees.** Attorneys pay an annual subscription fee for participation in MyDCLawyer. The full MyDCLawyer annual subscription fee is due with the initial application and with each subsequent MyDCLawyer subscription renewal. The D.C. Bar may, in its sole discretion, change the annual subscription fee amount, discount the subscription fee, or prorate the subscription fee from year-to-year. The D.C. Bar will publish the annual subscription fee on its website. The MyDCLawyer subscription fee is nonrefundable.
10. **Withdrawal from MyDCLawyer.** MyDCLawyer attorneys may withdraw from being referred to Requestors by emailing MyDCLawyer at MyDCLawyer@dcbar.org. Withdrawal from MyDCLawyer does not relieve attorneys from discharging their duties and responsibilities as required by the District of Columbia Rules of Professional Conduct.
11. **Suspension from MyDCLawyer.** Attorneys may be suspended from MyDCLawyer for (a) disciplinary or administrative suspension from the D.C. Bar; (b) disbarment from the D.C. Bar or the bar of another jurisdiction; (c) resignation from the D.C. Bar; (d) a change in D.C. Bar membership class from active to another class; (e) nonpayment of the MyDCLawyer subscription fee; (f) failure to maintain minimum professional liability insurance or failure to submit appropriate documentation of such insurance coverage; (g) owing restitution to the D.C. Bar Clients' Security Fund; (h) falsification of material information provided in the

MyDCLawyer application or related submission to the D.C. Bar; or (i) any failure to comply with these Terms, as determined by the D.C. Bar.

The system will not match Requestors to attorneys who are suspended from MyDCLawyer.

Attorneys may be reinstated in MyDCLawyer upon the sole discretion of the D.C. Bar if they can demonstrate, in writing, compliance with the eligibility requirements.

12. **Removal from MyDCLawyer.** The D.C. Bar reserves the right to remove an attorney from MyDCLawyer at any time in its sole discretion.
13. **General Disclaimer and Attorney Complaints.** Attorneys participating in MyDCLawyer are not and will not be deemed employees, agents, or representatives of the D.C. Bar. The D.C. Bar does not guarantee that MyDCLawyer attorneys will be matched with or contacted by a Requestor. The D.C. Bar disclaims all liability related to the administration and operation of MyDCLawyer. The D.C. Bar does not endorse MyDCLawyer attorneys or guarantee the quality of their services. The D.C. Bar will not resolve disputes between a Requestor and a MyDCLawyer attorney. If a Requestor contacts the D.C. Bar concerning services provided by a MyDCLawyer attorney, the D.C. Bar may refer that Requestor to other resources to address their concerns.
14. **Dispute Resolution.** Any dispute, controversy, or claim against the D.C. Bar concerning MyDCLawyer that cannot be resolved through informal discussion will be resolved through binding arbitration with a private arbitrator mutually agreed upon by the D.C. Bar and the MyDCLawyer attorney. Such arbitration will be conducted in Washington D.C. and governed by the laws of the District of Columbia without regard to conflicts of law principles. Each party shall pay one-half of the costs and expenses of such arbitration, and each party shall pay its respective counsel fees and expenses. An arbitration award may be confirmed by a court of competent jurisdiction. All dispute resolution proceedings, all matters pertaining to such proceedings, and all documents and submissions made pursuant thereto shall be strictly confidential.
15. **Indemnification.** Each MyDCLawyer attorney will indemnify, defend, and hold harmless the D.C. Bar, its Board of Governors, officers, agents, and employees from and against all loss, expense, and liability including costs of defense and reasonable attorneys' fees which may arise from or be related to the attorney's negligence or intentional conduct related to their participation in MyDCLawyer, provision of services to a Requestor, or noncompliance with these Terms.

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