

OREGON LAW PRACTICE MANAGEMENT

Smartphone Email Signatures

Does your standard e-mail signature include a disclaimer? Perhaps the [IRS Circular 230 Disclosure](#):

To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Or maybe yours seeks to protect confidentiality and the attorney-client privilege:

This message may contain sensitive and private privileged information. If you are not the intended recipient, or if you believe you have received this message in error, please notify me immediately by reply e-mail. Please keep the contents confidential and delete the message and any attachments from your system.

Whether such disclaimers work is a debate for another day. For the purpose of today's post, let's assume they do and you want to include a disclaimer in your e-mail signature. Easy enough – when you are working on your desktop or laptop – but long e-mail signatures are not supported by mobile devices like the [iPhone](#). What can users do?

One option is to post the e-mail communication policy/disclaimer on your firm's Web site. If your device will support a signature that contains an outside link, problem solved. Here is an example:

To: Client
From: Lawyer
Subject: Settlement Offer

[Body of e-mail]

Sent by [Mobile Device]
Attorney Name
Firm Name
[This message is subject to \[Firm Name's\] e-mail communication policy](#)

This can be done on the [iPhone](#) using an app like the [Signature Creator Tool that supports HTML signatures with URLs](#).

If that sounds like too much work, another choice would be to include appropriate disclaimers in the client's initial fee agreement so the client understands up front that all communication by e-mail is subject to the conditions contained in the initial disclaimer. In that case, if an attorney preferred, his or her mobile e-mail signature could look like this:

To: Client
From: Lawyer
Subject: Settlement Offer

[Body of e-mail]

Sent by [Mobile Device]

Attorney Name

Firm Name

All messages are subject to [Firm Name's] e-mail communication policy.

Contact sender for more information.

If you are beyond the initial fee agreement stage and don't want to hassle with special apps that support [HTML signatures with URLs](#), then do a mass paper mailing or mass e-mail to all clients including a copy of the firm's disclaimer and e-mail communication policy. Explain to clients that your policies and disclaimer apply to all messages, whether sent by tablet, smartphone, desktop, laptop, or some future means yet to be invented. If you are particularly concerned, ask clients to acknowledge and consent to your terms. This can be done by signing and returning the policy/disclaimer or by replying to your e-mail blast. (If you send a group or broadcast e-mail to all clients, be sure to put addresses in the bcc: field).

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