APOLAN Social Media Policy

ON THE LINKEDIN GROUP PAGE:

By registering to be a member of the Association for Passive Optical LAN’s (APOLAN) LinkedIn® group (Group), you agree to the terms contained in the APOLAN Social Media policy that can be found and printed at www.apolanglobal.org under “APOLAN Social Media” (Policy). If you do not agree to the terms of the Policy, do not register for the Group or use the services provided by the Group.

By registering to become a member of the Group, you consent to have your name and your email address be accessible to the official representatives of the Group. Registering allows you to be identified as a APOLAN Group member in your profile and LinkedIn® search results.

Disclaimer: Any analysis, opinions, commentaries, links, photographs or articles displayed or expressed on this APOLAN Group page, whether by a business or any individual member, are those of the submitter/group member and do not represent the views of APOLAN or its officers, employees, directors, members or any affiliate of APOLAN. APOLAN is not responsible for any posting submitted on the Group page, regardless of its content. Any information provided on the Group page is not intended as a substitute for legal advice and APOLAN urges you to consult with your legal counsel.

APOLAN SOCIAL MEDIA POLICY

This social media policy (Policy) is a legal agreement between you and APOLAN. “You” refers to any user of APOLAN’s services, including, without limitation, the Unclaimed Property Professionals Organization’s (APOLAN) LinkedIn® group(s), Twitter account(s), (Group) services, APOLAN’s membership or user of the website located at www.APOLANglobal.org (Website), APOLAN’s blog(s) and APOLAN’s online Forums.

By utilizing any of the services listed above you agree to be bound by the terms of this Policy. If you do not agree, you should cease using APOLAN’s services.

Social networking sites including, but not limited to Facebook®, Twitter® and LinkedIn® (Social Networking Sites) are an important part of personal and professional communication for millions of people. Social Networking Sites are an important part of a business’s reputation and the line between personal and professional or business communication is no longer clearly defined. This Policy has been developed to set forth the standards that you must use when using Social Networking Sites in order to maintain the high standard of quality for the APOLAN and protect the APOLAN from loss of credibility with the public or any diminishment of its reputation.

You are solely responsible for any information you submit to a Social Networking Site or the Website, such as blogs, tweets, photographs, comments, replies, disclosures, opinions, video or other communication (Content) and any liability resulting from your posting of inappropriate, libelous, defamatory, obscene or proprietary information. All posted and/or displayed Content on a Social Networking Site or the Website is deemed to be publicly disclosed by you. You do this at your own risk and indemnify and release APOLAN from any claims resulting from your Content.
APOLAN owns and maintains the Group, the Website and any other Social Networking Site on behalf of APOLAN, as well as any corresponding electronic pages and content. APOLAN’s purpose for maintaining the Group is to promote best practices and proper compliance with unclaimed property laws and regulations, facilitate communication and networking with unclaimed property professionals and to provide education and other types of unclaimed property information to the members of the Group.

APOLAN has the sole discretion to remove any Content at any time, without liability to APOLAN or prior approval from you. APOLAN periodically reviews the Website and any of its Social Networking Sites to ensure you are not posting Content that is objectionable, infringing, defamatory, false, misleading, offensive or otherwise in violation of this Policy. Irrespective, APOLAN may remove any Content it wishes at any time. APOLAN reserves the sole right to remove Content and to disable your right to provide any further Content.

You must adhere to the following guidelines when using Social Networking Sites or the Website and posting Content:

- Content must be deemed beneficial to the public and/or members of APOLAN;
- Content not be deemed advertising, promotion or solicitation, unless otherwise approved in writing by the APOLAN Executive Director or President or their designee; this includes responding to posts requesting services. Best practice is to request the submitter private message you.
- Content must be lawful and may not contain content that is objectionable or offensive;
- You may not disclose any confidential, proprietary or trade secret information of APOLAN or any other third party you have an obligation to.
- Content must adhere to the guidelines, terms of use, privacy policies and other agreements of the Social Networking Site(s).
- At no time should Content be posted that constitutes an anticompetitive agreement, discusses pricing or market allocation, shares competitively-sensitive information or disparages vendors, suppliers or other members.
- You may not make any forward-looking commentary about APOLAN.
- You may not make any public disclosures on behalf of APOLAN without APOLAN’s written consent.
- You may not display, use, copy or make derivative works of any trademark, copyright or other intellectual property of APOLAN without prior written consent from an authorized officer of APOLAN.
- No copyrighted works of APOLAN or any other third party may be reproduced in violation of the law. If a work is copyrighted, regardless of the use of ©, you must seek out and receive express written permission of the copyright holder to reproduce the copyrighted work in order to avoid violation. This also includes all copyrighted works held by APOLAN. In order to get permission to copy or reproduce APOLAN’s copyrighted materials, contact APOLAN’s Executive Director.
- You must have prior authorization and consent by each person or person(s) contained in a video or audio file before uploading any such content to the Social Networking Site or the Website.
- You must disclose any material connection between you and any company that you provide an endorsement, testimonial or blog about. You are not permitted to make any such statements without full disclosure of any material connection, like gifts, employment, free product samples, etc.
- APOLAN will comply with all applicable laws governing equal employment opportunity. APOLAN will lawfully use the Content, regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, membership or activity in a local commission or age.
- If you are an employee of APOLAN, your Content can not violate any terms of the policies, procedures and contracts listed below (these documents are incorporated into this Policy). Any violation of these documents or this Policy could result in termination.
  - Anti-harassment;
  - Any company confidentiality policies, including third party agreements you are a party to;
  - Any non-disclosure agreements;
  - Discrimination policies;
- Employee handbook(s);
- Security policies;
- Intellectual property guidelines;
- Internet and email usage requirements;
- Privacy policies;
- Non solicitation limitations;
- Trade secret guidelines and
- Work equipment usage policies.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), APOLAN’s Designated Agent for notice of claims of copyright infringement can be reached through the contact information contained below. Service of repeat infringers of copyright or of users about who repeat claims of copyright infringement are received will be no longer be allowed to post Content.

Designated Agent for Claimed Infringement:

Name: Deborah Kessler
Title: Executive Director
Address: 8441 Wayzata Blvd., Suite 270, Golden Valley, MN 55426
Phone: 763-253-4326
Email: director@apolanglobal.org
Web address: www.APOLANglobal.org

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, APOLAN may immediately remove the identified materials from the Social Networking Site or Website without liability to APOLAN or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

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