

# SOCIAL MEDIA AND GOVERNMENT SPEECH

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Ken Heinz

Curtis, Heinz, Garrett & O'Keefe, P.C

July 16<sup>th</sup>, 2016



facebook



“ Facebook sued  
by victims of  
 Hamas terrorist  
attacks for \$1  
billion”

— *The Washington Times*, July  
12<sup>th</sup>, 2016

## Families: Hamas on Facebook, so firm must pay \$1B after terror deaths

Facebook will likely argue for protection under Section 230 of CDA.

by **Cyrus Farivar** - Jul 11, 2016 1:15pm CDT

 [Login to bookmark](#)

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Hamas and its supporters have published images like this on Facebook.

 [Force v. Facebook](#)

# PLEASANT GROVE CITY V. SUMMUM

555 U.S. 460 (2009)



# *WALKER V. TEXAS DIVISION, SONS OF CONFEDERATE VETERANS*

576 U.S. \_\_\_ (2015)



44 Stetson L. Rev. 389

**Stetson Law Review**

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Article

# CONSIDERING THE PUBLIC FORUM STATUS OF GOVERNMENT INTERNET SITES

Carl E. Brody, Jr.

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# INSTITUTE FOR LOCAL GOVERNMENT SAMPLE SOCIAL MEDIA POLICIES

*Collections of social media policies from cities, counties, other levels of government and the private sector.*

<http://www.ca-ilg.org/post/sample-social-media-policies>

# MARIN COUNTY SOCIAL MEDIAL POLICY

## *Administrative Regulation 1.25*

### **Policy**

Department use of social media technology shall conform to the policies, protocols and procedures contained, or referenced, herein.

### 1.0 Definitions

#### **1.1 Social Media**

The U.S. Government defines social media as the various activities that integrate technology, social interaction, and content creation. Through social media, individuals or groups can create, organize, edit or comment on, combine, and share content. Social media uses many technologies and forms, including social-networking, blogs, wikis, photo-sharing, video-sharing, podcast, social bookmarking, mash-ups, widgets, virtual worlds, microblogs, Really Simple Syndication (RSS) and more. Not all forms of social media may be appropriate for use by County departments.

#### **1.2 Official County Email Account**

Email account provided by a department mail system or approved external mailbox that is used for official County business.

#### **1.3 Approved County Social Networking Site**

Approved County social networking site refers to social networks that the County Administrator's Office (CAO) and Information Services and Technology (IST) Department have assessed and approved for use by County departments. See County of Marin Social Media Playbook (Networks and Standards) for the most recent list of approved sites.

#### **1.4 Post**

An administrator submitted message/blog in the form of, but may not be limited to, text, videos, photographs, graphics, links (hyperlinks), documents, computer applications, etc.

#### **1.5 Comment**

A user submitted response to an administrator post.

## **2.0 Responsibility**

### **2.1 Board Approval**

Administrative Policy and Procedure No. 1.25: Social Media Use was approved by the Marin County Board of Supervisors on April 3, 2012.

### **2.2 IST and CAO**

The County Chief Information Officer/Director of Information Systems Technology, or his/her designee, and the County Administrator's Office are responsible for facilitating this policy in compliance with established Board rules and protocols. This includes responsibility to audit department use of social media and enforce policy compliance.

### **2.3 Department Head**

Within the terms of this policy, Department Heads have authority to determine and establish social media activity at the department program level.

### **2.4 Social Media Coordinator**

The Social Media Coordinator is appointed by the Department Head, or his/her designee, with authority to use social media on behalf of the department and responsibility to ensure the appropriateness of content.

## **3.0 Procedures**

### **3.1 County social Media Technology Use**

Department use of social media technology shall conform to the policies, protocols and procedures contained, or referenced, herein.

1. Comply with all applicable federal, state, and county laws, regulations and policies. This includes adherence to but may not be limited to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), California Public Records Act, First Amendment, Americans with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA), Hatch Act of 1939, privacy laws, employment related laws, plus County established Administrative Rules and Regulations No. 1.25 – Social Media Use and Personnel Management Regulations (PMR) such as but not limited to No. 20 – Employee Standards of Conduct, No. 21 – Equal Employment Opportunity and Anti-Harassment, No. 23 – Electronic Use, and No. 26 – Workplace Security, Safety, and Violence in the Workplace.

2. Be familiar and carry-out social media activity in accordance with the County of Marin Social Media Playbook.

### **3.2 Requirements for Department's Using Social Media**

Departments who choose to utilize social media shall:

1. Establish a well thought out social media workplan that complements countywide policies and considers the department's mission and goals, audience, legal risks, technical capabilities, security issues, emergency response procedures, etc. The workplan shall be submitted to IST and County Administrator's Office for review.

2. Designate a Social Media Coordinator responsible for overseeing the department's social media activity, policy compliance, and security protection.

### **3.3 Authorized Use**

Department Heads, or designees, are responsible for designating appropriate levels of use.

1. Social media network usage shall be limited only to those with a clear business purpose to use the forum.

2. Appropriate usage levels include identifying what sites the individual is approved to use, as well as defining capability: publish, edit, comment or view only.

3. Only official spokespersons, Public Information Officers, Social Media Coordinators, and Department Head designee shall be considered authorized users and have permission to post and respond.

4. Authorized users shall review the County's social media policies and procedures and are required to acknowledge their understanding and acceptance of their scope of responsibility via signing an acknowledgement form and forwarding to IST.

### **3.4 User Behavior**

The same standards, principles and guidelines that apply to County of Marin employees in the performance of their assigned duties apply to employee social media technology use.

1. Authorized users shall do so only within the scope defined by their respective department per § 3.3 and in compliance with all County policies, practices and user agreements and guidelines.

2. Authorized social media spokespersons participating in social networking discussions related to County business matters in off-County time shall indicate that viewpoints are personal and do not necessarily reflect County opinion.

3. Violations of this policy shall be reviewed on a case-by-case basis and may result in appropriate disciplinary actions.

### **3.5 Approved Social Media Networks**

Departments shall only utilize County approved social media networks for hosting official County social media sites listed in the County of Marin Social Media Playbook.

1. New social media networks under consideration will be reviewed and approved by the County Administrator's Office and IST Chief Information Officer with consultation from County Counsel and Human Resources when appropriate.

2. For each approved social media network, usage standards will be developed to optimize government use of the site.

3. Departments may request review and approval of additional social media networks to IST as needed.

### **3.6 Authenticity Establishment**

County department social media sites shall be created and maintained with identifiable characteristics of an official County site that distinguishes them from non-professional or personal uses.

1. County social media network accounts shall be created using an official County email account.

2. Contact information should display an official County email address, include something about being the "official account", and provide a link to the County or department website.

3. The name "Marin County" or the official County or department logo must be displayed.

4. Link (hyperlink) to § 3.7.5: County of Marin Social Media User Responsibility Guideline must be displayed.

### **3.7 Site Content**

Departments are responsible for establishing and maintaining content posted to their social media sites.

1. Social Media Coordinators shall review site activity daily for exploitation or misuse.

2. Social media content shall fully comply with all of the County's Personnel Management Regulations including but not limited to No. 20, 21, 23 and 26.

3.Contents posted on County social media sites may be considered public records subject to disclosure under California’s Public Record Act (“PRA” – Government Code §§ 6250 et. seq.). PRA requests for the production of posts on a County social media site shall be referred to County Counsel for review and response.

4.Sites shall provide a link to the County of Marin Social Media User Responsibility Guideline (see § 3.7.5) and, if needed, consult with County Counsel to develop department specific disclaimers to meet the County’s legal needs.

5.Following forms of content posted by external and authorized users may be subject to removal if they contain:

- A.Profane language or content;
- B.Content that promotes, fosters or perpetuates discrimination of protected classes;
- C.Sexual harassment content;
- D.Solicitations of commerce or advertisements including promotion or endorsement;
- E.Promotion or endorsement of political issues, groups or individuals;
- F.Conduct or encouragement of illegal activity;
- G.Information that may tend to compromise the safety or security of the public or public systems;
- H.Content intended to defame any person, group or organization;
- I.Content that violates a legal ownership interest of any other party, such as trademark or copyright infringement;
- J.Making or publishing of false, vicious or malicious statements concerning any employee, the County or its operations;
- K.Violent or threatening content;
- L.Disclosure of confidential, sensitive or proprietary information;
- M.Advocating for alteration of hours, wages, and terms and conditions of employment (applies to County employees only).

6.Unacceptable content and repeat individual violators shall be removed. Contact County Counsel on any legal issues. See § 3.8 concerning content management and deletion.

7.Departments shall have preventative measure in place against potential destructive technical incidents. See § 3.9 on network security.

### **3.8 Records Management**

Department use of social media shall be documented and maintained in an easily accessible format that tracks account information.

1.Departments are responsible for the creation, administration and deactivation of social media accounts

2.All content is to be fully accessible to any person requesting documents from the social media site.

3.Content deemed inappropriate per § 3.7.5 or technically destructive per § 3.9.2 shall be promptly documented (screenshot/printout), saved pursuant to IST policies and procedures regarding record retention, and then be removed immediately. Contact County Counsel on any legal issues.

4.Individuals (e.g., friends, fans or followers) who continue to post inappropriate content shall be removed.

### **3.9 Network Security**

Department shall have security controls in place to protect County information and technology assets against potential destructive technical incidents.

1.0 Perceived or known compromises to the County's internal network shall be promptly reported to IST. Computers, laptops and mobile devices used to administer County social media sites shall have up-to-date software to protect against destructive technical incidents, including but may not be limited to, cyber, virus and spyware/adware attacks.

# RICHMOND HEIGHTS SOCIAL MEDIA POLICY

## Policy

Social media provides a potentially valuable means of assisting the City and its employees in meeting community outreach, community education, and other related organizational and community objectives. This policy identifies potential uses that may be explored or expanded upon as deemed reasonable by administrative and supervisory personnel. The City of Richmond Heights also recognizes the role that these tools play in the personal lives of some employees. The personal use of social media can have a bearing on employees in their official capacity. As such, this policy provides information of a precautionary nature as well as restrictions and prohibitions on the use of social media by all employees.

# RICHMOND HEIGHTS SOCIAL MEDIA POLICY

## DEFINITIONS

**Blog:** A self published diary or commentary on a particular topic that may allow visitors to post responses, reactions or comments. The term is short for “Web log”.

**Page:** The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.

**Post:** Content an individual shares on a social media site or the act of publishing content on a site.

**Profile:** Information that a user provides about himself or herself on a social networking site.

**Social Media:** A category of Internet-based resources that integrate user-generated content and user participation. This includes, but is not limited to, social networking sites (facebook), microblogging sites (Twitter, Nixle), photo-and video-sharing sites (Flickr, Instagram, Snapchat, YouTube), wikis (Wikipedia), blogs, and news sites (Digg, Reddit).

**Social Networks:** Online platforms where users can create profiles, share information, and socialize with others using a range of technologies.

**Speech:** Expression or communication of thoughts or opinions in spoken words, in writing, by expressive conduct, symbolism, photographs, videotape, or related forms of communication

## Richmond Heights Social Media Policy Definitions Cont.

**Web 2.0**: The second generation of the World Wide Web focused on shareable, user-generated content, rather than static web images. Some use this term interchangeably with social media.

**Wiki**: Web page(s) that can be edited collaboratively.

# TERMS OF USE

[WWW.FACEBOOK.COM/LEGAL/TERMS](http://WWW.FACEBOOK.COM/LEGAL/TERMS)

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# FACEBOOK LEGAL TERMS OF USE

## **Statement of Rights and Responsibilities**

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the Facebook Principles, and is our terms of service that governs our relationship with users and others who interact with Facebook, as well as Facebook brands, products and services, which we call the “Facebook Services” or “Services”. By using or accessing the Facebook Services, you agree to this Statement, as updated from time to time in accordance with Section 13 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

Because Facebook provides a wide range of Services, we may ask you to review and accept supplemental terms that apply to your interaction with a specific app, product, or service. To the extent those supplemental terms conflict with this SRR, the supplemental terms associated with the app, product, or service govern with respect to your use of such app, product or service to the extent of the conflict.

## **1.Privacy**

Your privacy is very important to us. We designed our Data Policy to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Data Policy, and to use it to help you make informed decisions.

## 2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your privacy and application settings. In addition:

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook (IP License). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.

2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).

3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, including how you can control what information other people may share with applications, read our [Data Policy](#) and [Platform Page](#).)

4. When you publish content or information using the Public setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).

5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

### 3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to keep Facebook safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on Facebook.
2. You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
10. You will not do anything that could disable, overburden, or impair the proper working or appearance of Facebook, such as a denial of service attack or interference with page rendering or other Facebook functionality.
11. You will not facilitate or encourage any violations of this Statement or our policies.

## **4. Registration and Account Security**

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal timeline primarily for your own commercial gain, and will use a Facebook Page for such purposes.
5. You will not use Facebook if you are under 13.
6. You will not use Facebook if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.
10. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

## 5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement or our policies.
3. We provide you with tools to help you protect your intellectual property rights. To learn more, visit our “How to Report Claims of Intellectual Property Infringement” page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Facebook.
9. You will not tag users or send email invitations to non-users without their consent. Facebook offers social reporting tools to enable users to provide feedback about tagging.

## **6. Mobile and Other Devices**

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.

2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on Facebook.

## **7. Payments**

If you make a payment on Facebook, you agree to our Payments Terms unless it is stated that other terms apply.

## **8. Special Provisions Applicable to Developers/Operators of Applications and Websites**

If you are a developer or operator of a Platform application or website or if you use Social Plugins, you must comply with the Facebook Platform Policy.

## 9. About Advertisements and Other Commercial Content Served or Enhanced by Facebook

1. Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following: 1. You give us permission to use your name, profile picture, content, and information in connection with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and/or profile picture with your content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it.

2. We do not give your content or information to advertisers without your consent.

3. You understand that we may not always identify paid services and communications as such.

## **10.Special Provisions Applicable to Advertisers**

If you use our self-service advertising creation interfaces for creation, submission and/or delivery of any advertising or other commercial or sponsored activity or content (collectively, the “Self-Serve Ad Interfaces”), you agree to our Self-Serve Ad Terms. In addition, your advertising or other commercial or sponsored activity or content placed on Facebook or our publisher network will comply with our Advertising Policies.

## **11. Special Provisions Applicable to Pages**

1. If you create or administer a Page on Facebook, or run a promotion or an offer from your Page, you agree to our Pages Terms.

## **12. Special Provisions Applicable to Software**

1. If you download or use our software, such as a stand-alone software product, an app, or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from us in order to improve, enhance, and further develop the software.

2. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from us, unless you are expressly permitted to do so under an open source license, or we give you express written permission.

## **13. Amendments**

1. We'll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services.

2. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site Governance Page.

3. Your continued use of the Facebook Services, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

## **14. Termination**

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 9.3, and 14-18.

## **15. Disputes**

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Facebook exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on Facebook and are not responsible for the content or information users transmit or share on Facebook. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on Facebook. We are not responsible for the conduct, whether online or offline, of any user of Facebook.

## 15. Disputes Cont.

3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT FACEBOOK WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## 16. Special Provisions Applicable to Users Outside the United States

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with Facebook outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website. You will not use Facebook if you are prohibited from receiving products, services, or software originating from the United States.
3. Certain specific terms that apply only for German users are available [here](#).

## 17. Definitions

1. By "Facebook" or "Facebook Services" we mean the features and services we make available, including through (a) our website at [www.facebook.com](http://www.facebook.com) and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins such as the Like button, the Share button and other similar offerings; and (d) other media, brands, products, services, software (such as a toolbar), devices, or networks now existing or later developed. Facebook reserves the right to designate, in its sole discretion, that certain of our brands, products, or services are governed by separate terms and not this SRR.

2. By "Platform" we mean a set of APIs and services (such as content) that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.

3. By "information" we mean facts and other information about you, including actions taken by users and non-users who interact with Facebook.

4. By "content" we mean anything you or other users post, provide or share using Facebook Services.

5. By "data" or "user data" or "user's data" we mean any data, including a user's content or information that you or third parties can retrieve from Facebook or provide to Facebook through Platform.

6. By "post" we mean post on Facebook or otherwise make available by using Facebook.

7. By "use" we mean use, run, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.

8. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives or has received data from us. If you no longer access Platform but have not deleted all data from us, the term application will apply until you delete the data.

9. By "Trademarks" we mean the list of trademarks provided here.

## **18. Other**

1. If you are a resident of or have your principal place of business in the US or Canada, this Statement is an agreement between you and Facebook, Inc. Otherwise, this Statement is an agreement between you and Facebook Ireland Limited. References to “us,” “we,” and “our” mean either Facebook, Inc. or Facebook Ireland Limited, as appropriate.

2. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.

3. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.

4. If we fail to enforce any of this Statement, it will not be considered a waiver.

5. Any amendment to or waiver of this Statement must be made in writing and signed by us.

6. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.

7. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.

8. Nothing in this Statement shall prevent us from complying with the law.

9. This Statement does not confer any third party beneficiary rights.

10. We reserve all rights not expressly granted to you.

11. You will comply with all applicable laws when using or accessing Facebook.

# SOCIAL MEDIA IS:

- A valuable tool for interactivity between a City and its residents.
- A forum by which the City can assess and improve the services it provides.
- Easily viewed by children through the proliferation of electronic devices and as such all public comments should be made with decency, common sense, respect and civility for others.

# UTILIZING FACEBOOK AS A CITY

- Facebook is a private company
  - It is not provided by the City
  - In order to use Facebook, the City must agree to its Legal Terms
  - The City then will adopt those terms regarding Safety and Protecting Other People's Rights and reserves the right to report violators to Facebook
-

IN ADDITION TO FACEBOOK'S TERMS THE CITY ADMINISTRATOR MAY REJECT OR REMOVE POSTS OR COMMENTS IF THE ADMINISTRATOR BELIEVES THAT THE CONTENT IS:

- 1) unrelated to City business, news, events or concerns
- 2) contains obscenity, pornography or similar material that primarily appeals to prurient interests or sexually explicit material
- 3) contains personal identifying information or sensitive personal information
- 4) contains offensive remarks targeting protected classes
- 5) is threatening, harassing or discriminatory
- 6) incites or promotes violence or illegal activities
- 7) contains information that could compromise public safety
- 8) advertises or promotes a commercial product or service, or any entity or individual
- 9) promotes or endorses political campaigns, candidates or ballot propositions
- 10) contains false information
- 11) appears to be anonymous
- 12) defamatory
- 13) infringes copyrights or trademarks
- 14) repeated similar posts by the same person



*The End*