

# **City of Winona Social Media Policy**

## **APPENDIX B**

### **CITY TERMS OF USE**

Requests for emergency services should be directed to 9-1-1 and not through any City of Winona website or City-supported social media page or account.

To better serve the public, the City of Winona and its boards and commissions (“City”) uses engagement tools and websites, including social media pages and accounts, to provide the public with information. Content placed on any City website or City sponsored social media page or account by the City is government speech.

Comments, posts, replies and messages, if allowed on any City website or City-supported social media page or account, are public and are subject to disclosure pursuant to the Minnesota Government Data Practices Act. The City may reproduce any pictures or videos posted to any City website or City-supported social media page or account in any of its publications or websites. All content will be kept in accordance with the City’s records retention policies and schedule. Please be aware that anything you post may survive deletion whether by you or others.

The purpose of any City website or City-supported social media page or account is to discuss matters of public interest in and limited to the City topics identified and raised by the City for discussion on the site. If posts are allowed on any City website or City-supported social media page or account, you must address your comments to the specific topic(s) raised by the City. Users who submit content to any City website or any City-supported social media page or account agree they have read, acknowledge, understand, agree, and will strictly adhere to the following terms and conditions:

#### **Terms of Use**

1. I am submitting content voluntarily and on my own behalf.
2. The content I post reflects my own original thoughts or work.
3. I understand that the City has the right to re-post or share any content, photos or videos that I submit on any City website or City-supported social media page or account.
4. I understand that any content I provide may be considered a “public record” under state law.
5. I acknowledge, understand and agree that unless specifically identified as a resource for receiving requests for information under the state public information laws, City websites or City-supported social media pages or accounts are not proper vehicles for making data requests under state law and any such requests must be made in writing under adopted City data practices procedures and policies as outlined on its website [www.cityofwinona.com](http://www.cityofwinona.com).

6. I acknowledge, understand and agree that my comments/posts are subject to removal and archiving from any City website or City-supported social media page or account, and I acknowledge, understand and agree that others' comments are equally subject to removal and archiving if my or their comments contain any of the following:
  - Comments not on the topic raised for discussion by the City;
  - Obscene, indecent, or profane language, or pornographic images;
  - Threats;
  - Hate speech that is directed at a protected class, including but not limited to race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability, or age;
  - The solicitation, promotion or endorsement of specific commercial services, products or entities;
  - Links to any site or content posted by automatic software programs (i.e., "bots"), or spam;
  - The promotion or encouragement of illegal activity;
  - Personally identifiable information or sensitive personal information;
  - The promotion or endorsement of a political campaign or candidate;
  - Soliciting for fundraising or donations for a charity or outside organization, except a City Covered Individual may solicit as allowed under the City's Solicitation for Charitable Purposes Policy.
  - Information that compromises the public safety or security of the public, Covered Individuals, or security systems;
  - Information that directly interferes or compromises ongoing investigations, public safety tactics, or the safety of public safety officers;
  - Not public City data that may have been obtained through a breach of the City's data;
  - Content that appears to violate the intellectual property of the City or a third party; or
  - Such other content that otherwise violates applicable law.
7. I acknowledge, understand and agree that the views and comments expressed on any City website or City-supported social media page or account only reflect those of the comment's author, and do not necessarily reflect the official views of the City.
8. Individual complaints, concerns, or service requests may not be addressed via any City website or City-supported social media page or account unless the City specifically identifies the site, page, or account for that purpose.
9. I understand that to protect my privacy and the privacy of others, I should not include sensitive personally identifiable information, such as social security

numbers. I understand any City website or City-supported social media page or account should not be considered secure.

10. I acknowledge, understand and agree that if I have specific questions regarding a City activity or program that involves details I do not wish to share publicly, I should consult directly with the proper contact person for that City activity or program.
11. I acknowledge, understand and agree that comments/posts to any City website or City-supported social media page or account may be removed under the City's Social Media Policy and its implementing procedures, and these comments/posts may be retained as government data.
12. I understand that the City reserves the right to discontinue any City website or City-supported social media page or account at any time.
13. I understand that practical and legal considerations may sometimes constrain, prevent, or prohibit discussion by the City on any City website or City-supported social media page or account of certain topics, including, but not limited to, litigation and pending investigations.
14. I understand that following or "friending" persons or organizations is not an endorsement by the City and is only intended as a means of communication.
15. I understand that any references or links to a specific entity, product, service or organization posted by individuals on any City website or City-supported social media page or account should not be considered an endorsement by the City.
16. I understand that the City does not endorse any product, service, company or organization whose advertising may appear on any City website or City-supported social media page or account, besides advertising sponsored by the City of Winona.
17. I understand that the City does not review, sponsor, or endorse any other website(s) linked to any City website or City-supported social media page or account. I understand that the views and opinions of authors expressed on those websites do not necessarily state or reflect the opinion of the City and may not be quoted or reproduced to state or imply any endorsement or approval of any product, person, or service by the City or its Covered Individuals or agents.
18. I understand that the City is not responsible for and does not guarantee the authenticity, accuracy, appropriateness or security of any link, external website or its content.
19. I acknowledge, understand and agree that the City of Winona may block me from posting or accessing a City website or City-supported social media page or account, or may remove my content from a City website or City-supported social media page or account, if I violate these Terms of Use and/or the City's Social Media Policy, and that I have appeal rights to that blocking or content removal under the City's Social Media Policy and its implementing procedures.

20. I acknowledge, understand and agree that I have read and understand the City's Social Media Policy.

**21. Waiver of Liability.**

By accessing or otherwise using any City website or City-supported social media page or account, posting, or commenting, I acknowledge having been advised of the foregoing and agree to be bound by and to adhere to the City's Social Media Policy and these Terms of Use.

Because various laws exist that create liability for various actions, including but without limitation defamation, invasion of privacy, false light, breach of contract, procurement violations, violations of due process among many potential areas of exposure for which the City accepts no responsibility based on the actions of others or for hosting any City website or City-supported social media page or account, I, for myself, successors and assigns, release and hold harmless and agree to indemnify the City, including its Covered Individuals, elected officials, and agents from any and all actions, claims, liabilities and damages of whatever kind and nature arising out of or in connection with my use of any City website or City-supported social media page or account.