



Approved: \_\_\_\_\_

SUBJECT: SOCIAL MEDIA COMMENT AND CONTENT MODERATION POLICY

PURPOSE: To establish a policy on the social media comments and content for posting on City social meeting sites. This policy serves to inform the public of the City's terms and conditions of use.

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**General Policy:** The purpose of the City of Claremont's social media page is to share news, information, and updates regarding the activities, policies and programs of the City of Claremont. However, the information and content contained in the City's social media site is only intended to supplement, not to replace, the information available through official City channels, in general, and Claremont's official website [www.ci.claremont.ca.us](http://www.ci.claremont.ca.us).

**Provisions:**

**THIS SITE IS *NOT* MONITORED IN REAL TIME. IF YOU HAVE AN EMERGENCY OR KNOW OF A CRIME IN PROGRESS, PLEASE CALL 911 IMMEDIATELY.**

**THE CITY'S SOCIAL MEDIA SITE IS A MONITORED ONLINE DISCUSSION SITE AND IS DESIGNATED AS A LIMITED PUBLIC FORUM.**

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If you are a reporter, please direct inquiries to the City's Public Information Officer at **909-399-5497**. The City does not post or respond to reporters' questions on its social media site.

The City of Claremont is not responsible for comments, remarks, messages, or other material posted to its social media site and does not, in any way, guarantee, ensure, or warrant the content, accuracy, or use of social media content from anyone else.

The City of Claremont specifically disclaims all liability for claims or damages that may result from any posting on its social media site. Opinions expressed on the City's social media site are those of the person posting and do not necessarily reflect the opinions, practices, or policies of the City of Claremont. In no event shall the City of Claremont be liable to you or anyone else for any decision made or action taken in reliance on information on the City's social media site.

**By accessing, viewing and/or posting content to the City of Claremont's social media page, you accept, without limitation or qualification, these terms and conditions of use, as well as any other terms of use required by the company that owns and operates the social media site. If you do not agree to the terms of this Policy, do not view or post any content. Your use of our social media site is deemed acceptance of these terms and conditions and to have the same effect as if you had actually physically signed an agreement.**

These terms and conditions are in addition to the third-party policies, terms, and conditions of any social media provider (i.e. Facebook, Instagram, Twitter, YouTube, etc.).

The City of Claremont does not operate or control this social media platform and is subject to the terms of use for this site by the provider. The City of Claremont does not control the terms and conditions of the social media site provider.

#### **Your Comments Are Public and Reviewed**

The City's social media site is a public page and viewable by everyone. Comments and shared information also become part of a public record and may be archived in order to abide with applicable laws, e-discovery requirements, and document retention policies.

**Information shared through the City's social media site may be subject to release to those who request it through the California Public Records Act or other public information statutes.** Your use of the City's social media site and the posting of any content is deemed a waiver by you of any rights to privacy or confidentiality.

Please be aware that the City reviews all comments after you post them. Because the site is visible to all ages, we expect persons who leave comments to do so with respect, good manners, and careful thought of who might be viewing them.

**Consistent with the purpose of this Limited Public Forum, the City reserves the right to moderate, monitor, remove, prohibit, restrict, block, suspend, terminate, delete, discontinue or reject comments and access to comments if they are:**

1. Profane, obscene, pornographic, abusive, threatening, racist, defamatory, offensive or contain violent language
2. Trolling (posts that are deliberately offensive, provocative, or disruptive and intended to hijack the City's content, deflect our information off-track, upset someone or create angry responses from employees or other visitors)
3. Messages that are a violation of existing law or regulation
4. Violations of the intellectual property rights of others
5. Spam (unsolicited messages that are usually intended as advertising or messages that are repeatedly posted on the same site)
6. Attacks or calls-to-action for attacks on specific groups
7. Intended to harass, threaten or abuse an individual or are defamatory, derogatory, or are personal attacks on any City of Claremont official, employee, resident, or business person

8. Hateful or discriminatory comments regarding or comments that promote, foster, or perpetuate discrimination of harassment on the basis of race, ethnicity, religion, gender, disability, sexual orientation, political beliefs, or a protected class under local, state, or federal law
9. Links or comments containing sexually explicit content or material
10. Links to malicious software or sites
11. Cyber-stalking or threats to an individual or organization, or intended to collect or post private information and data without disclosure (e.g., doxxing)
12. Messages that relate to confidential, private, or proprietary information
13. Messages that are inappropriate, in poor taste, or otherwise contrary to the purposes of our site or the business of the City of Claremont
14. Self-promotion
15. Solicitation of funds
16. Unsolicited business proposals and inquiries
17. Reports of criminal or suspicious activity (Please contact your local police agency directly with this type of information)
18. Encouragement of illegal or unlawful activity
19. Any form of legal and/or administrative notices or processes
20. Posts not in compliance with our social media host's own terms and conditions
21. Posts that attempt to or do take over a thread in ways that are contrary to these terms and conditions (including random or unintelligible posts)

The above list is not necessarily exhaustive and the City of Claremont reserves the right to remove or restrict any post or comment that violates the purpose or spirit of these terms and conditions.

Individuals who comment or post to our social media site and who repeatedly violate these terms and conditions may, among other actions, be banned, prohibited from posting future comments, or be reported to the social media provider.

The City does not edit comments for the purpose of removing objectionable or inappropriate content and leaving non-objectionable or appropriate content. If you want your comments to remain posted, please ensure that you comply with this policy.

While comments may be posted at any time because of the nature of social media, the City will review comments during regular business hours, 7am-5pm Monday-Thursday, Pacific Standard Time.

Information contained on the City's social media site may be intercepted, recorded, read, copied, and disclosed by and to authorized personnel for any official purpose, including criminal investigations. Unauthorized access or use of our social media site, including attempting unauthorized copying, altering, destroying, or damaging site content may violate the Federal Computer Fraud and Abuse Act of 1986 and may subject violators to criminal, civil, and/or administrative action.

### **Privacy**

Do not include personally identifiable information in the body of your social media comments. This is for your own protection and privacy.

### **Endorsements**

The City of Claremont does not endorse commercial entities, products, services, or other non-governmental organizations or individuals through social media. Any references to commercial entities, products, services, or non-governmental organizations or individuals are solely for informational purposes or posted by the social media provider.

### **Our Comments Are Not Legal Advice and Your Comments Are Not Official Notice**

Postings, interactions, and messages made through social media sites do not constitute legal advice. Likewise, anything you post is not considered an official notice or comment to the City of Claremont or to any official or to any of our employees for any purpose. The City of Claremont disclaims all warranties, expressed or implied, for any of the information and content provided in its social media site.

You can contact the City of Claremont by visiting [www.ci.claremont.ca.us](http://www.ci.claremont.ca.us) or calling 909-399-5460.

### **You May Own Your Comments but the City Can Use Them**

You own all of the comments, content, messages, and similar information that *you* post on the City's social media site (subject to any terms or conditions of the social media provider). You are responsible for how you control the sharing of that content through the privacy and application settings of the social media provider.

By posting on our social media site, you grant the City of Claremont a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use that content. That means the City of Claremont can reproduce, distribute, publish, display, and otherwise use your content. **If you do not wish to have the content you have posted used, published, copied and/or reprinted, please do not post on our social media page.**

### **Advertisement and Link Disclaimer**

The information provided on our social media site and any links or references thereon are provided as a courtesy to our visitors. The City of Claremont does not endorse, recommend, nor approve of any person, any product, or any service mentioned on our social media site nor referenced or contained on any other website or social media page.

The City of Claremont does not endorse nor support any advertising that may be contained on its social media site nor on any of the pages of any linked or referenced sites.

The City of Claremont does not generally link to the following:

1. Candidate or nominee sites nor sites advocating a position on ballot issues
2. Corporate commercial sites
3. Personal home pages

External links may be provided at times and are posted only as additional information or resource material. The City of Claremont does not attest to the accuracy of information provided by any links. Should you access another site through a link, you are subject to that destination site's own privacy policy and terms of use.

### **Intellectual Property Use**

Images, photographs, written works and graphics used by us on our social media site, unless otherwise noted, are the property of the City of Claremont and are protected under both United States and International Copyright Laws. Our images, photographs, written works and graphics may not be reproduced, copied, transmitted or manipulated without the written permission of the City of Claremont. Use of any image or content from our social media site as the basis for any other, literary writing, photograph or illustration (in any format) is a violation of the United States and International Copyright laws.

For questions pertaining to our intellectual property rights or for permission to reproduce our social media, please contact the City's Public Information Officer at 909-399-5497.

### **Indemnification**

By using our social media site, you agree that you must defend, indemnify, and hold the City of Claremont and its officers, directors, employees, contractors, representatives, agents, successors and assigns harmless from and against any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which they may become subject and which arise out of, are based upon, are as a result of, or are in any way connected with your use of our social media site, including any third party claims of infringement or any breach of these terms and conditions.

### **Jurisdiction**

By using our social media site, you agree that any claim or dispute relating to the posting of any content on our social media site shall be construed in accordance with the laws of the State of California without regard to its conflict of laws provisions, and you agree to be bound and shall be subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California.

### **This Policy Is Subject to Amendment**

This policy may be updated or amended at any time without notice. Each time you access or use our social media site, the policy then in place at the time of such access or use will govern your usage and posting.

Revisions  
5-16-17 (new policy)