

City of Birmingham - Social Media Usage Policy for Guests

By commenting on any Facebook, Twitter or social media tools hosted by the City of Birmingham, and in consideration for the services we provide to you, you agree to abide by these terms. Please read them carefully before commenting on a social media post.

Code of Ethics

- Tell the truth.
- Acknowledge and correct mistakes promptly.
- A comment will be deleted if it contains racist, inflammatory and other derogatory or offensive reasoning, which can lead to the fan or follower who made the comment being permanently removed or banned from the page.
- Reply to others comments if necessary and when appropriate, and do so promptly.
- Strive for high quality with every comment – including basic spellchecking.
- Disagree with other opinions respectfully.
- Link to online references and original source materials directly if necessary.
- Keep private issues and topics private.
- Do not discuss anything that is political in nature.
- Whether content is pre-moderated or community moderated, follow these three principles: the Good, the Bad, but not the Ugly. If comments are positive or negative and in context to the conversation, then comments will be approved, regardless of whether it's favorable or unfavorable to the City of Birmingham. But if the comments are ugly, offensive, denigrating and completely out of context, then comments will be rejected. Those who submit questions via social media will be directed to the appropriate city department.

Guidelines for Posting Comments

Content

By posting your comments using the City of Birmingham sites, you are granting them a non-exclusive, royalty-free and perpetual right to use your comments in connection with the operation of the services, including, without limitation, the license rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your comments, and/or to incorporate it into a collective work.

Attribution

When publicly displaying, publicly performing, reproducing or distributing copies of your comments, or comment as incorporated into a collective work, the City of Birmingham will make best efforts to credit your authorship. You grant the City of Birmingham permission to use your name for such attribution purposes. You, likewise, agree to represent yourself accurately. You acknowledge that

misrepresentation may lead us, in our sole discretion, to cancel your use of the Services and delete any of your comments.

Posting

Those of us who are coordinating the Facebook, Twitter and other social media pages believe deeply in free speech. Given our role in offering this service and our presence together as part of the community, however, we must reserve the right to remove certain comments that you may post. As a general matter, you may post comments freely to Facebook and Twitter pages, and to those of others, so long as the comments are not illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or otherwise injurious or objectionable.

You may not use the City of Birmingham name to endorse or promote any political opinions, political causes or political candidates.

By posting comments to any Facebook, Twitter and other social media pages, you warrant and represent that you either own or otherwise control all of the rights to that content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content, or that your use of the content is a protected fair use. You agree that you will not knowingly, and with intent to defraud, provide material and misleading false information. You represent and warrant also that the comments you supply do not violate these Terms, and that you will indemnify and hold the City of Birmingham harmless for any and all claims resulting from comments you supply.

You acknowledge that the City Birmingham does pre-screen and regularly review posted comments, but that it shall have the right to remove in its sole discretion any comments that it considers to violate these Terms.

Accessing

You understand that all comments posted to the City of Birmingham sites are the sole responsibility of the individual who originally posted the comments. You understand, also, that all opinions expressed by users of this site are expressed strictly in their individual capacities, and not as representatives of the City of Birmingham.

You agree that the City of Birmingham will not be liable, under any circumstances and in any way, for any errors or omissions, loss or damage of any kind incurred as a result of use of any comments posted on this site. You agree that you must evaluate and bear all risks associated with the use of any comments, including any reliance on the accuracy, completeness, or usefulness of such comments.

Disclaimer of Warranties and Limitation of Liability

This site is provided on an “as is” and “as available” basis. The City of Birmingham makes no representations or warranties of any kind, express or implied, as to the site’s operation or the information, comments or materials included on this site. To the full extent permissible by

applicable law, the City of Birmingham hereby disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for any particular purpose. The City of Birmingham will not be liable for any damages of any kind arising from the use of or inability to use this site. You expressly agree that you use this site solely at your own risk.

Modification of These Terms of Use

The City of Birmingham reserves the right to change, at any time, at our sole discretion, the terms under which these services are offered. You are responsible for regularly reviewing these terms. Your continued use of the services constitutes your agreement to all such terms.

Copyright Complaints

The City of Birmingham respects the intellectual property of others, and requires that our users do the same. If you believe that your work has been copied and is accessible on this site in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please report copyright infringements.

Thank you for participating in the City of Birmingham, MI Facebook, Twitter and other social media pages. Please do not hesitate to contact us if you have questions.

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