

## **CITY OF GEORGETOWN TERMS OF USE FOR AUTHORIZED AND OFFICIAL SOCIAL MEDIA ACCOUNTS**

Requests for emergency services should be directed to 9-1-1 and not through this site.

To better serve the public, the City of Georgetown and its elected officials (“City”) uses engagement tools and websites, including social media channels, to provide the public with information. Content placed on this site by the City is government speech.

Comments, posts, replies and messages, if allowed on this site, are public and are subject to disclosure pursuant to the Texas Public Information Act. The City may reproduce any pictures or videos posted to this site in any of its publications or websites. All content will be kept in accordance with the City’s retention policies. Please be aware that anything you post may survive deletion, whether by you or others.

The purpose of City social media sites is to discuss matters of public interest in and to the City as identified and raised by the City for discussion. If posts are allowed on this site, you must address your comments to the specific topic(s) raised by the City.

Users who submit content to this site agree they have read, understand and agree to the following terms and conditions. The City’s Terms of Use are in addition to those upheld by the social media platforms (i.e., Facebook and Twitter).

### **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 the City has the right to re-post or share any content, photos or videos that I submit on this Site.
4. I understand any content I provide may be considered a “public record” under state law.
5. I understand and agree that unless specifically identified as a resource for receiving requests for information under the state public information laws, this Site is not a proper vehicle for making data requests under state law and any such requests must be made in writing under City procedures as outlined on its website [georgetown.org](http://georgetown.org).
6. I understand and agree that my comments are subject to removal and archiving from this Site, and I understand that others’ comments are subject to removal and archiving if my or their comments contain:

- Obscenity: Authorized agents are encouraged to set any profanity filters offered by the third-party platform to the strongest possible.
- Defamation: The statement must be false, an assertion of fact, and cause damage.
- Actual threats: A communicated intent to inflict harm or loss in another that's usually very specific. A test for this is whether you could charge the statement criminally.
- Spam.
- Illegal activities: Committing a crime, attempting to commit a crime, or encouraging others to commit a crime.
- Links to malware.
- Promotes illegal discrimination by government, like encouraging discriminatory hiring practices.
- Material that infringes on a copyrighted.

7. I understand the views and comments expressed on this Site 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 this Site unless the City specifically identifies this Site 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 or financial data. I understand this Site should not be considered secure.

10. I understand 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 with the proper contact person for that City activity or program.

11. I understand posts to this Site may be removed under the City's Social Media Policy and its implementing procedures, and these posts may be retained as government data.

12. I understand the City reserves the right to discontinue this Site at any time.

13. I understand practical and legal considerations may sometimes constrain, prevent, or prohibit discussion by the City on this Site of certain topics, including, but not limited to, litigation and pending investigations.

14. I understand 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 any references or links to a specific entity, product, service or organization posted by individuals on this Site should not be considered an endorsement by the City.

16. I understand the City does not endorse any product, service, website, company or organization whose advertising or messages may appear on this Site, besides advertising expressly sponsored by the City of Georgetown.

17. I understand the City does not review, sponsor, or endorse any other website(s) linked to this site. I understand 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 Persons or agents.

18. I understand the City is not responsible for and does not guarantee the authenticity, accuracy, appropriateness or security of any link, external website or its content.

### **Waiver of Liability**

By accessing this Site, posting, or commenting, I acknowledge having been advised of the foregoing. 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 this Site, I, for myself, successors and assigns, release and hold harmless and agree to indemnify the City, including its Covered Persons, 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 this Site.