

## Social Media Consumer Terms of Use

The Metropolitan Government of Nashville and Davidson County (“Metro”) engages residents through many digital platforms, including social media. “Social Media” includes digital technology that facilitates and promotes interactive communication, participation and collaboration. Platforms include (but are not limited to): Facebook, Twitter, Instagram, Pinterest, Tumblr, Periscope, LinkedIn, YouTube and other digital platforms facilitating user engagement. Any digital media facilitating or providing a platform for public discourse is classified as social media.

In order to create a safe and friendly environment for the exchange of ideas on official Metro social media sites, Metro has adopted the following terms of use. By accessing official Metro social media sites, you are agreeing to be bound by these terms, all applicable laws and regulations, and any other applicable policies, terms and guidelines established by Metro and those of any third parties that host our sites (such as Facebook or Twitter). If you do not agree with any of these terms, do not use or access official Metro social media sites.

Official social media platforms of Metro departments will be listed in the Social Media Center on Nashville.gov. This list will be kept as up to date as possible.

### Content Moderation Guidelines

All official Metro social media platforms constitute moderated online discussion sites, not public forums. All comments made to Metro social media are reviewed by social media team members. You agree to comply with all of Metro *Content Moderation Guidelines* with regard to any content that you post/share on our sites. You also agree that your activities on our sites will not violate any applicable law or regulation. Any unauthorized use of our sites or misuse of any information posted to a site is strictly prohibited.

By using an official Metro social media site, You represent that (a) You are at least 13 years old, or (b) You are younger than 13 years old and you are using the applicable Social Media Site with the knowledge and consent of Your parent or legal guardian. You are prohibited from posting any information or content relating to any third person under the age of 13 years old without appropriate permission from the parent or legal guardian.

The content provided in our social media sites is owned by Metro, unless otherwise indicated. Metro reserves all rights relating to the official Metro social media sites, including but not limited to: (i) adding, removing, or modifying any content, (ii) monitor, prohibit, restrict, block, suspend, terminate, delete, discontinue your access to any official Metro social media site; (iii) remove, delete, block, filter or restrict, by any mean, any materials you post; and (iv) disclose your communications and activities with Metro, including in response to lawful requests by governmental authorities. You agree that in the event that Metro exercises any of its rights hereunder for any reason, Metro will have no liability to you. All content posted to Metro social media sites, including, but not limited to, comments and photographs, may be used by Metro without limitations. By posting such content to Metro social media sites, you further warrant that you have all rights necessary to grant such right of use to Metro and agree to indemnify Metro and hold Metro harmless from any claim of infringement arising from use of same by Metro.

Metro does not represent that the information on Metro’s social media sites is accurate, complete, reliable, useful, timely or current. You read all content at your own risk.

A contribution may be removed if violating one of the removal considerations described below:

- Content that is fraudulent, libelous, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful or inappropriate;
- Content that promotes or perpetuates discrimination on the basis of race, gender, color, religion, age, national origin, disability, creed, gender identity, or sexual orientation;
- Content that targets any ethnic, racial, age or religious group, gender, sexual orientation, national origin, gender identity or disability status;
- Proprietary or confidential information (e.g., HIPAA protected information);
- Content that potentially infringes upon any intellectual property rights, including but not limited to, brand names, trade names, logos, copyrights or trade secrets of any person, business or place;
- Advertising/solicitation;
- Information that may compromise the safety or security of the public, Metro Government employees, or those in the care of Metro Government;
- Content that endorses illegal behavior or activity that violates any law or regulation;
- Content deemed to be off-topic or to disrupt the purposes of the site, its followers, and its sense of community and acceptance;
- Content posted by fake, impersonated or anonymous users; and
- Content posted in an attempt to transmit any material (by any means) that contains malware.
- Links to sites that might violate the above stipulations.

The list above is not exclusive and any comments that social media team members deem inappropriate shall be removed. If multiple incidences occur, the social media team may determine it is necessary to block the user from the account. These rules apply to any and all interaction with social media accounts, including but not limited to: comments, replies, messages, and tagging of accounts.

### **Metro's Unsolicited Idea Submission Policy**

Metro will not accept or consider unsolicited ideas, including ideas for new or improved processes or technologies, campaigns, promotions, etc. Please do not send any original materials, suggestions or other items. The sole purpose of this policy is to avoid potential misunderstandings or disputes when any Metro effort might seem similar to ideas submitted to Metro. If, despite our request not to send us your ideas, you still do, then regardless of what your communication states, the following terms shall apply to your idea submission:

You agree that: (a) your ideas are your own and you have the right to give them to Metro, (b) your ideas will automatically become the property of Metro, without compensation to you, (c) Metro can use the ideas for any purpose and in any way, and (d) any information you provide will be considered non-confidential.

Where applicable, content in which you tag Metro or use a Metro hashtag, you are giving permission to Metro to use that content without limitation.

### **Engagement**

While members of the social media team will strive to respond to user questions within a reasonable time frame, social media should not replace formal protocol for requesting customer service:

<http://hub.nashville.gov>

Social media platforms may not be monitored in real-time. Social media platforms should not be used for emergency communications requiring immediate response.

Communications made through email and messaging systems within social media channels will in no way constitute a legal or official notice or communication to Metro (or any official or employee of Metro) for any purpose. For example, a post, comment, Tweet, or Facebook IN-mail which asks Metro to provide public records will not be considered a public records request until it is sent through more traditional channels of communication such as mail, email, telephone or in-person request.<sup>1</sup> Unless otherwise specified by the relevant Department, inquiries specific to a Metro project, program, service or decision should likewise be submitted directly to staff members of the appropriate Department by mail, email, telephone, or in person.

Statements, comments, views and opinions included in comment responses are strictly those of their authors and may not necessarily represent the opinions or policies of Metro.

Please keep in mind that Metro does not create, control, represent, or endorse any opinions or statements expressed by others within its social media sites, including those that Follow/Like Metro social media sites and those Followed/Liked by Metro and that any content posted by anyone other than Metro is the responsibility of the submitter and not Metro.

### **Privacy & Security**

Metro follows its [Privacy and Security](#) policy in regard to information collected via social media. Keep in mind if sharing personal information, that all correspondence via public post and private messages may be recorded and available for public reference. Refer to [Public Records Policy and Procedures](#) for additional information regarding Metro's social media records retention procedures and protocol for request.

Links posted in user comments are not verified by Metro and users shall use discretion when clicking on unverified content. Metro cannot attest to the security of any sites visited via external user-generated links. The inclusion of any link does not imply Metro's sponsorship, endorsement, affiliation, or approval of the clicked website. In the event you discover problems with or have concerns regarding the format, accuracy, timeliness or completeness of a linked external website, please contact the organization responsible for that website.

**You expressly acknowledge that there are risks inherent in sending content over the internet and that you are responsible for any and all liabilities or losses relating to security, privacy, and confidentiality.**

The Internet and Social Media Sites cannot be absolutely protected against intentional or malicious intrusion attempts. Links which take you out of our social media sites are not under the control of Metro, and Metro is not responsible for the terms and conditions, privacy policy, or content of any such site or any further links from such site.

With respect to content collected through our sites, Metro follows the applicable privacy policies of the third-party hosts of our sites, to the extent permitted by law.

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<sup>1</sup> Consistent with its Public Records policy (Ordinance No. BL2017-708 and the Public Records Commission's "The Policy and Procedures for the Public Records for the Metropolitan Government of Nashville and Davidson County," <http://www.nashville.gov/Portals/0/SiteContent/MetroClerk/docs/public-records/PublicRecordsPolicyProcedures.pdf>), Metro reserves the right to require that requests for copies of public records be submitted in writing (using the form located at the following link: <https://www.nashville.gov/Metro-Clerk/Public-Records-Request/Public-Records-Request-Form.aspx>).

## **Records Retention**

All designated Metro government social media accounts shall follow archive guidelines set forth by the Public Records Commission.

## **Disclaimer**

The materials on Metro's social media sites are provided "as is." Metro makes no warranties, express or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Metro does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its social media sites or otherwise relating to such materials or on any sites linked to these sites. Metro is not responsible for any content posted by users, including posts made by employees or agents who are not authorized administrators of our official Metro social media sites.

## **Limitation on Liability**

By accessing this website, you agree that in no event shall Metro be liable to you or to any other party for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of the use of Metro's website, regardless of whether we were advised of the possibility of such damage.

## **Disputes and Jurisdiction**

The validity and effect of these Terms of Use shall be governed by the laws of the State of Tennessee, without giving effect to principles of conflicts of laws thereof. All legal proceedings arising or relating to Metro's website or these Terms of Service shall be conducted in the courts situated in Davidson County, Tennessee, which each party agrees shall have exclusive venue and jurisdiction.

You agree that regardless of any statute or law to the contrary, any claim or cause of action you might have arising out of or related to use of our services or these Terms of Use must be filed within the applicable statute of limitations or, if earlier, one (1) year after the pertinent facts underlying such claim or cause of action could have been discovered with reasonable diligence.

## **Site Modification or Termination**

Metro may modify the features, content and functionality of its sites, or terminate entirely any of its sites, at any time without prior notice or liability to you. Modification or termination of these terms will not affect, or result in the termination or modification, of any other existing agreements you may have with Metro.

## **Site "Terms of Use" Modifications**

Metro may revise these terms of use for its sites at any time without notice. By using these sites you are agreeing to be bound by the then current version of these terms of use. Any modifications to these terms shall be effective as of the date posted.

Questions or concerns regarding this policy should be sent to [metrogov.social@nashville.gov](mailto:metrogov.social@nashville.gov).