**CITY OF NEW PLYMOUTH**

**SOCIAL MEDIA TERMS OF USE**

Requests for emergency services should be directed to 911 and not through this site.

To better serve the public, the City of New Plymouth (“City”) and its boards and commissions may use social media channels, including but not limited to, Facebook, Instagram and other similar applications to provide the public with information related to the City’s business. Content placed on any such sites by the City is government speech.

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

The purpose of this site is to discuss matters of public interest in and to the City as identified 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:

TERMS AND CONDITIONS

1. I am submitting content voluntarily and on my own behalf.

2. The content I post reflects my own original thoughts and work.

3. I understand that the City has the right to repost or share any content, photos or videos that I submit on this site.

4. I understand that any content I provided 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 Idaho public records laws, this site is not a proper vehicle for making public records requests under Idaho law and any such requests must be made in writing under City procedures as outlined in its website [www.npidaho.com](http://www.npidaho.com).

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 any of the following:

a. Comments not on the topic raised for discussion by the City.

b. Obscene, indecent, or profane language, or pornographic images.

c. Threats.

d. Hate speech that is directed at a protected class, including race, color, creed, religion, ancestry, national origin, sex, sexual orientation, gender identity, disability or age.

e. The solicitation, promotion, or endorsement of specific commercial services, products or entities.

f. Links to any site or content posted by automatic software programs (i.e., “bots”) or spam.

g. The promotion or encouragement of illegal activity.

h. Personally identifiable information or sensitive personal information.

i. The promotion or endorsement of a political campaign or candidate.

j. Soliciting for fundraising or donations for a charity or outside organization, except an authorized City employee may solicit as allowed under applicable City policies (i.e. for charitable purposes).

k. Information that compromises the public safety or security of the public or security systems.

l. Information that directly interferes with or compromises ongoing investigations, public safety tactics, or the safety of public safety officers.

m. City data or information that is not public which may have been obtained through a breach of the City’s data or systems.

n. Content that appears to violate the intellectual property rights of the City or a third party.

7. I understand that 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. I understand that 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 that posts to this site may be removed under applicable City policies and implementing procedures, and these posts may be retained as government data.

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

13. I understand that practical and legal considerations may sometimes constrain, prevent, or prohibit discussion by the City on this site of certain topics, including but not limited 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 this site 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 this site, besides advertising sponsored by the City of New Plymouth.

17. I understand that the City does not view, sponsor, or endorse any other website(s) linked to this site. 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 employees or authorized 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.

19. I understand that the City of New Plymouth may block me from posting or accessing this site, or may remove my content from this site, if I violate these Terms and Conditions and that I may have an appeal right to that blocking or content removal under applicable City policies and implementing procedures.

20. I understand that I may not use the name of the City or any of its logos or marks, in any form on this site to express or imply the official position of the City without the express written permission of the Mayor or authorized designee.

WAIVER OF LIABILITY

By accessing this site, posting, or commenting, I acknowledge that I have been advised of the foregoing Terms and Conditions. Because various laws exist that create liability for various actions, including but not limited 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 elected officials, employees, and authorized 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.