

**This is Allen County Public Health's (ACPH) Social Media User Agreement. It has been reviewed and approved for use for all official ACPH social media sites.**

The following User Agreement ("Agreement") governs the use of official ACPH social media sites and pages to include social networking pages, blogs and file sharing sites, along with all policies applicable to ACPH information. Please read the rules contained in this Agreement carefully. You can access this Agreement any time. Your use of any aspect of the websites will constitute your agreement to comply with these rules. If you cannot agree with these rules, please do not use the websites. The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Continued access of the website by you will constitute your acceptance of any changes or revisions to the Agreement. Your failure to follow these rules, whether listed below or in bulletins posted at various points in the website, may result in suspension or termination of your access to the website, without notice.

**PLEASE CALL US AT 419-228-4457 TO REPORT A PUBLIC HEALTH ISSUE.  
DO NOT USE OUR SOCIAL MEDIA SITES TO REPORT A PUBLIC HEALTH ISSUE.**

**Comments By Others Are Not Endorsed:** ACPH does not necessarily endorse, support, sanction, encourage, verify or agree with the comments, opinions, or statements posted on the website. Any information or material placed online, including advice and opinions, are the views and responsibility of those making the comments and do not necessarily represent the views of ACPH. By submitting a comment for posting, you agree that ACPH is not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

We understand that social media is a 24/7 medium; however, our moderation capabilities are not. We may not see every inappropriate comment right away, and we are trusting in the maturity of our community to ignore personal attacks and negative speech or respond politely.

**Editing and Deletions:** ACPH reserves the right, but undertakes no duty, to review, edit, move or delete any material submitted as a comment to the information provided for display or placed on the social media sites in its sole discretion, without notice. Comments posted on the sites will be reviewed and inappropriate comments may be deleted at the sole discretion of ACPH. We hope to receive submissions from all viewpoints, but we require that all participants agree to the following Terms of Participation:

- To ensure constructive questions, please post only questions directly related and relevant to ACPH.
- Refrain from posting questions that contain threats, obscenity, material that would violate the law if published here, abusive, defamatory or sexually explicit material.

- Submissions containing the following will be deleted:
  - Contains obscene or threatening language or discrimination (hate speech) based on race, sex, sexual orientation, gender or gender identity, religion, national origin, age, or disability.
  - Promotes services or products (not including non-commercial links that are relevant to the topic).
  - Includes any personal or sensitive information (health information, phone numbers, email or postal addresses).
  - Medical or personal health advice from sources other than ACPH employees, Board members, or contract employees.

ACPH reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete or discontinue your access to any Social Media Site, at any time, without notice and for any reason and in its sole discretion.

**Posting Expectations:** As a guest posting content to any Social Media Site on the internet, you agree that you will not: violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws regarding any content that you send or receive via this Policy; transmit any material (by uploading, posting, email or otherwise) that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libelous, or is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in ACPH's discretion; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships; transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; transmit any material (by uploading, posting, email or otherwise) that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent; or to share confidential pricing information of any party. (#4)

**Reproducing Posts:** By posting any content on any Social Media Site, you grant to ACPH the irrevocable right to reproduce, distribute, publish, and/or display such content and the right to create derivative works from your content, edit or modify such content and use such content for any ACPH purpose.

You understand and agree that ACPH may disclose your communications and activities with ACPH in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of ACPH rights. You agree that in the event that ACPH exercises any of its rights hereunder for any reason, ACPH will have no liability to you.

You shall defend, indemnify, and hold ACPH and its affiliates and their respective officers, directors, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your posting of any content to a Social Media site, any third party claims of infringement or any breach of this policy.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU ASSUME ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN SENDING ANY CONTENT OVER THE INTERNET. BY ITS VERY NATURE, A WEBSITE AND THE INTERNET CANNOT BE ABSOLUTELY PROTECTED AGAINST INTENTIONAL OR MALICIOUS INTRUSION ATTEMPTS. ACPH DOES NOT CONTROL THE THIRD PARTY SITES AND THE INTERNET OVER WHICH YOU MAY CHOOSE TO SEND CONFIDENTIAL PERSONAL OR HEALTH INFORMATION OR OTHER CONTENT AND, THEREFORE, ACPH DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY SUCH INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION. WHEN POSTING ANY CONTENT ON AN INTERNET SITE, YOU SHOULD THINK CAREFULLY ABOUT YOUR OWN PRIVACY IN DISCLOSING DETAILED OR PRIVATE INFORMATION ABOUT YOURSELF AND YOUR FAMILY. FURTHERMORE, ACPH DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEW OR CONTENT DISPLAYED ON THE SOCIAL MEDIA SITE.

You agree that any claim or dispute relating to your posting of any content on a Social Media Site on the internet shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions and you agree to be bound and shall be subject to the exclusive jurisdiction of the local, state or federal courts located in Allen County, Ohio.

**External Links (including Advertising Links):** The appearance of external hyperlinks does not constitute endorsement by ACPH of the linked websites, or the information, products or services contained therein. ACPH does not exercise any editorial control over the information you may find at these locations. All links are provided consistent with the stated purpose of these websites.

**Disclaimer:** Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by ACPH. The views and opinions of authors expressed herein do not necessarily state or reflect those of ACPH and shall not be used for advertising or product endorsement purposes. With respect to documents available from this server, neither ACPH nor any of its employees, makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.