

## **City of Appleton**

225 N. Oneida Street Appleton WI, 54911

# Meeting Agenda - Final Library Board

Friday, February 12, 2016 1:30 PM 225 N. Oneida Street

#### **Library Board Personnel & Policy Committee**

- 1. Call meeting to order
- 2. Roll call of membership
- 3. Action Items
  - A. 16-216 Financial Policy
  - B. <u>16-217</u> APL Displays Policy

Attachments: Displays Policy 2016 Draft redline.pdf

Displays Policy 2016 Draft.pdf

C. 16-218 City Policies: Attendance Policy, Electronic Communications Policy and

Social Media Policy

Attachments: Social Media Policy 11 2015.pdf

Electronic Communication Policy (3) 2015.pdf

Social Media Policy 11 2015.pdf

**D.** <u>16-219</u> Establish Library Director's 2016 Goals

#### **Closed Session**

The Committee may meet in Closed Session pursuant to WI statute 19.85(f)(c) to discuss personnel matters and then may resume meeting in Open Session.

#### 4. Adjournment

Notice is hereby given that a quorum of the Library Board of Trustees may be present during this meeting, although no Board action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.

#### **Displays**

**The** library creates displays to enhance services, programs and co-sponsored events and provides limited, designated spaces for displays of non-commercial purposes for individuals, non-profit organizations and civic groups.

Exhibits on controversial topics (for example: euthanasia, capital punishment, gun control, abortion, etc...) should represent as many opinions toward the topic as possible to create a balanced representation.

Preference of display space is given to APL sponsored and co-sponsored displays. **DISPLAY POLICY – Draft** 

Display space is available at the Appleton Public Library ("APL") as a way to allow the APL and the community to share culture, art, information, history and experiences. The display space is not intended to be used as a platform for expressing one belief or agenda over another. The APL welcomes displays on an equitable and impartial basis. Displays that are not made by the APL do not in any way constitute an endorsement by the APL of a belief or viewpoint.

#### General Rules

- 1. <u>First-Come/First-Served</u>. Display spaces are available on a first-come, first-served basis, and are booked through the Community Partnership Section of the APL.
  - a. If there are multiple requests for a space made at the same time, preference is given to the APL and APL co-sponsored displays. Secondary preference shall be given to the City of Appleton, other government agencies, and local non-profit/community groups. Space
- 1.2. <u>Impartiality</u>. Display space is provided on an impartial basis, regardless of the beliefs or affiliations of individuals the individual or groups group requesting space.
  - 2. Displays should be educational, informational, civic, historic, artistic or cultural in nature.
  - 3. Religious Intent. The intent of offering display space is for the APL and historical political exhibits the community to share culture, art, information, history and experiences and displays are permissible for informational purposes; displays, such as those which advocate for a single point of view, or a current political issue or election will not be permitted.
  - 4. Displaysand should reflect this intent while also ensuring that provide the history of local commercial endeavors are allowed (for example: artifacts or the history of products from a local business).
- 5.3. Displays must be the display is appropriate for a wide-range of ages. The library does not restrict access by age to display spaces.

- 4. <u>Staff limited to Inspection</u>. The APL reserves the right to inspect all displays prior to being displayed, and may deny the right to display items that are for commercial purposes, that are not appropriate for a wide-range of ages, or that are illegal, obscene, defamatory or otherwise inappropriate for display at the APL.
- 6.5. <u>Frequency</u>. Individuals, groups or organizations may reserve one display casespace per month. Staff may reserve a display case twelve months in advance. Patronsyear and may reserve a casedisplay space up to six months in advance.
  - 7. Displays are available on a first-come, first served basis and are booked through the Community Partnerships section. Individuals or organizations may book one display per year.
- 8.6. Those who display must Use of Space. Displays must use the space assigned to them. Community displays that require re-arranging of library furniture, additional display cases, or utilize space other Displays larger than the designated display cases space assigned will require permission from the Library Administration.
- 9.7. Articles may Sale of Items. Items on display must not be priced for sale. The displayer may leave contact information near the items in the form of a business card, or signage with the displayers name and contact information. This provision does not preclude sponsored exhibits, approved art exhibits, exhibits primarily informational in content, or exhibits containing advertising involving a variety of beneficiaries.
  - a. This provision does not include sponsored exhibits or approved art exhibits.
  - 40.b. The Library Director is authorized to make exceptions for the sale of the art display items where an agreed upon portion of the proceeds is donated to the libraryAPL, the Friends of the Library, or for the sale of items displayed by program performers.
- 8. <u>Signage</u>. All <u>Displays</u>displays must have clear signage provided by the displayer explaining the content of the display. <u>This</u> and must include language stating: "The Appleton Public Library does not endorse the viewpoint or belief of any display or displayer." The signage must be approved by library staff.
- 11.9. <u>Indemnification</u>. In consideration for being allowed to <u>ensure it conforms</u> display items, the displayer must agree to <u>APL's policies and standards</u> hold harmless the City of Appleton for any damage or loss to the items on display. This agreement is contained in the waiver form that must be signed by the displayer prior to the items being displayed.
- 10. <u>Disposal of Items</u>. Should a display item be left at the APL more than thirty (30) days after the end of the display period the APL may discard the items.
- 11. <u>Discontinuation</u>. Both the APL and the displayer reserve the right to discontinue a display at any time and for any reason.
- 12. <u>Appeal</u>. Should a display be discontinued by the APL, or the right to display be denied by the APL, the displayer may appeal the decision to the Library Board of Trustees.

#### **APL Specific Rules**

- 1. <u>Frequency</u>. Staff of the APL may reserve one display space per month and may reserve a display space up to twelve months in advance.
- 2. <u>Intent</u>. APL sponsored displays must be educational, informational, civic, historical, artistic or cultural in nature.
  - a. Displays in whole or in part on potentially controversial topics (for example: euthanasia, capital punishment, gun control, abortion, etc.) should represent as many opinions toward the topic as possible to create a balanced representation.
  - b. Religious and political displays must not advocate for a single point of view or for a current political issue or election.
  - 42. Set Up/Take Down. Children's Services facilitates set up and take down of displays within the Children's Section. The Community Partnerships Partnerships Section facilitates set up and take down of displays throughout the rest of the library.
  - 13. In consideration for being allowed to display any items of value, the displayer will agree to hold harmless the City of Appleton for any damage or loss to the items. This agreement is contained in the library's <u>waiver form</u> signed by the displayer prior to the items being displayed.
  - 14. The library reserves the right to remove/discontinue a display at any time.

12/2015

2/12; 2/16

#### **DISPLAY POLICY - Draft**

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  - a. If there are multiple requests for a space made at the same time, preference is given to the APL and APL co-sponsored displays. Secondary preference shall be given to the City of Appleton, other government agencies, and local non-profit/community groups.
- 2. <u>Impartiality</u>. Display space is provided on an impartial basis, regardless of the beliefs or affiliations of the individual or group requesting space.
- 3. <u>Intent</u>. The intent of offering display space is for the APL and the community to share culture, art, information, history and experiences and displays and should reflect this intent while also ensuring that the display is appropriate for a wide-range of ages.
- 4. <u>Inspection</u>. The APL reserves the right to inspect all displays prior to being displayed, and may deny the right to display items that are for commercial purposes, that are not appropriate for a wide-range of ages, or that are illegal, obscene, defamatory or otherwise inappropriate for display at the APL.
- 5. <u>Frequency</u>. Individuals, groups or organizations may reserve one display space per year and may reserve a display space up to six months in advance.
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2/12; 2/16

CITY OF APPLETON PERSONNEL POLICY	SOCIAL MEDIA POLICY		
ISSUE DATE:	LAST UPDATE: November 2015	SECTION: Human Resources	
POLICY SOURCE: Human Resources Department	AUDIENCE: All employees	TOTAL PAGES:	
Reviewed by Legal Services Date:	HR Committee Approval Date:	Council Approval Date:	

#### I. Purpose

The purpose of this Policy is to ensure all City of Appleton ("City") employees have an understanding of the expectations and guidelines the City has for using and posting on social media platforms. The City has a responsibility in deciding what is "spoken" on behalf of the City.

This Policy will also outline the role of the City's social media efforts in sharing information and news with the community and to serve as a tool to help social media coordinators ensure all accounts are using the same standards. These standards will make the City's online presence uniform and immediately recognizable. Social media platforms will also be utilized to drive people to the City's website for additional information.

For purposes of this Policy, social media is a type of interactive online media that allows parties to communicate instantly with each other or to share data in a public forum. This includes, but is not limited to, online social media platforms such as blogs, video-and image sharing websites (e.g., YouTube, Instagram), micro blogging websites (e.g., Twitter) and others (e.g., Facebook, LinkedIn).

#### II. Guidelines

- a. Social media should be used to engage the community in conversation, create positive interactions, and drive traffic to the City's website, <u>www.appleton.org</u>, for information about City related business and events.
- b. Posts must be relevant to furthering the goals and mission of the City. Posts should attempt to help the City and/or department reach its mission, enhance residents' knowledge of services, encourage civic engagement, increase transparency and/or solve a problem.
- c. The City's Communications Coordinator will be responsible for maintaining, posting to, and reviewing the City's main social media accounts.
- d. City Departments may have one (1) social media account per approved social media platform (e.g., Facebook, Twitter). Questions about which social media platforms are approved should be directed to the City's Communications Coordinator.

- e. City Departments that choose to have social media accounts must have a minimum of two (2) designated social media coordinators per department. They will be responsible for maintaining, updating, posting to and reviewing the department's social media accounts.
  - i. Social media coordinators will receive training on how to effectively use social media and the policies and laws governing social media usage.
  - ii. New social media coordinators must receive training provided by the City's Communications Coordinator prior to being allowed to post.
  - f. All social media accounts used by the City or departments must contain a link to www.appleton.org and a direct link to the department's page, if applicable.
- g. No City employee may discuss confidential or non-public City business on any social media platform. When using social media for personal use during their own personal time, employees may comment on publicly available information; however, employees must clearly express that their views are personal in nature and do not represent the City. City employees may comment on a post to the City's social media accounts but should do so only during non-working hours unless prior approval has been granted by their department director. Note: employees who are in highly visible positions for the City should be conscientious when commenting on social media, even for personal use, because it may be perceived as they are commenting on behalf of the City due to the public nature of their City position.
- h. City employees with personal social media accounts must not imply their personal accounts are affiliated with the City.
- i. City-made posts may not be deleted from the account without the approval of the Communications Coordinator and/or City Attorney. In the event a post violates the terms in this policy, contact the Communications Coordinator immediately.
- j. Given the evolving nature of social media, this Policy may be changed or updated at any time.

#### SOCIAL MEDIA ACCOUNT REQUEST FORM AND WORK PLAN

These are the steps involved for having a department specific social media account. If your department would benefit from using social media, complete Attachment A and email it to the City's Communication Coordinator.

#### STEP 1: EVALUATE

When a department wants to use social media, the following questions should be considered:

- 1. Why does the department want to use social media and what are the goals?
- 2. Which social media platform(s) will you use and how will those accounts interact with the City website and other social media assets?
- 3. Who is the target audience, and why should they interact?
- 4. How will this help meet the goals of the department and City communications plan? How can it support, or supplement, what's already taking place?
- 5. Does the department have the resources to maintain this account with fresh content (at least 3-5 posts per week) and around the clock-regular monitoring?
- 6. Which of the established City profiles could be leveraged to share your messaging? Could they be used instead of creating a new account?
- 7. Are there at least two people in the department who can be responsible for this account as part of their other regularly scheduled job duties?
- 8. What is the department's plan for creating, reviewing and scheduling messaging that will benefit citizens?
- 9. How will posts encourage interaction rather than merely serve as one-sided updates?
- 10. How will success be measured and reported?

# STEP 2: COMPLETE AND SUBMIT THE ATTACHED SOCIAL MEDIA ACCOUNT REQUEST FORM AND WORK PLAN – ATTACHMENT 1.

#### **STEP 3: TRAINING**

There is an initial training and an annual training for department's social media coordinators. The training will be set up by the City's Communication's Coordinator. The training will cover the following:

- 1. 70/20/10 Rule
- 2. Filling out the profile (Example: Facebook "About" data, Twitter bio, etc.).
- 3. Determining the visual elements of the profile (e.g., avatar, cover photo, etc.).
- 4. Developing the "voice" Learning how to ensure messages are consistent across all platforms.
- 5. Content Learning about the different types of posts and pros/cons of each.
- 6. Responding to comments How to appropriately respond to positive and negative comments.
- 7. Creating a content calendar Includes learning to schedule multiple posts concerning the same topic and scheduling posts in advance.
- 8. Metrics and reporting Learning to measure success and failure of posts to continually improve quality and reach.

# ATTACHMENT A

Email Completed Form to <a href="mailto:Chad.Doran@Appleton.Org">Chad.Doran@Appleton.Org</a>

### **INSTRUCTIONS**

This form should be completed by the department director, the department director's designee, or

one of the departm accounts may be Communications C director and/or questions/comment	ent's current created with coordinator. the dep	or anticipated tout the submit. The final appropartment's so	social media coor ssion and approv ved form will be cial media	dinators. No new all of this form emailed back to coordinator.	ew social media n to the City's
GENERAL INFO	RMATION				
Date: Department: Name/Title of Perso Has Department Di			Yes □ No		
1. Provide inf	ormation reg		K PLAN  nt/desired social r	nedia platform.	
Platforn (e.g., Facebook, Ye			lready Exist?		rofile Name
2. Each depar will they be and wh			eds two trained soo sponsibilities?	cial medial coord	linators. Who
	Nam	ne/Title	]	Responsibilities	
Coordinator One					
Coordinator Two					

3. to usin	Why does your department want a separate department social media account as opposed ag the City's main social media accounts?
4.	How does your department anticipate using the social media account?
5.	Who is the intended audience of the social media account and why?
6. least 3	Does your department have the resources to maintain this account with fresh content (at -5 posts per week) and around the clock regular monitoring? Explain.
7.	How will success be measured and reported?
8.	How can the City's Communications Coordinator help you?
9.	Any comments/questions/concerns?
STOP	! To be completed by City's Communications Coordinator:
Date R	eceived: Date Approved/Denied:
If Deni	ed, Reason Why:
Initial 7	Training Date: Annual Training Date:

#### Social Media Site Standards

When creating or updating a social media site for the City of Appleton, these standards (or a live link to these standards) must be prominently displayed on the site. These standards should in no way be modified from their original form.

#### **Terms and Conditions**

#### General

By using this website (the "Site"), you agree to be bound by these Terms and Conditions and to use the Site in accordance with these Terms and Conditions, applicable City of Appleton policies, and any additional terms and conditions that may apply to specific sections of the Site or to products and services available through the Site. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms and Conditions. The City of Appleton (the "City") reserves the right to change these Terms and Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms and Conditions on this website. By continuing to use the Site after we post any such changes, you accept the Terms and Conditions, as modified.

The City also reserves the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes on the rights of others.

#### **Prohibited Content and/or Activity**

This Site may include a variety of features, such as bulletin boards, commenting forums, blogging areas, polling, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features, such as personalized home pages and email services, which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user -you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. The statements and/or opinions expressed by participants of this Site are solely those of the persons participating. The statements and/or opinions do not necessarily represent the views of the City of Appleton or its officers, officials, employees, agents and the like. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to the Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.

- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

The purpose of this Site is to present information and other matters of public interest to residents, businesses, visitors and other interested parties. You may participate in Site activities but please note while the City reserves the right (but not the responsibility) to moderate the Site, it is not a public forum. You understand that the City has no obligation to monitor any bulletin boards, commenting forums, blogging areas, polling, chat rooms, web logs, or other areas of the Site through which users can supply information or material. However, we reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms and Conditions. We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms and Conditions or who, in our sole judgment, interferes with the ability of others to enjoy the Site or infringes the rights of others or for any other reason to be determined in our sole discretion.

#### **Open Records**

The City is subject to Wisconsin Statutes relating to public records. Information posted on this site may be subject to these laws. Unless otherwise exempted from the public records laws, participants should presume that all posts to this site are subject to release upon request and to state record retention requirements when possible.

#### **Indemnity**

You agree to defend, indemnify and hold harmless the City together with its officials, employees, agents and the like, from and against all liabilities, claims, damages and expenses (including reasonably attorney's fees and costs) arising out of your use of the Site; your failure to use the Site; your breach or alleged breach of these Terms and Conditions or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties except where caused by the sole negligence or willful misconduct of the City.

#### **Intellectual Property Rights**

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any of your postings or submissions by name, email address or screen name, as we deem appropriate.

#### **Copyright Infringement**

If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice by U.S. Mail to City of Appleton, Office of the City Attorney, 100 N. Appleton St., Appleton, WI 54911. Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon; (2) a description of the location of the allegedly infringing material on the Site; (3) your contact information, including your address, telephone number, and, if available, email address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement. Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in these Terms and Conditions or on the Site.

#### **Disclaimer of Liability and Warranties**

Throughout the Site, links and pointers to Internet sites maintained by third parties may appear. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, the City does not operate or control in any respect any information, products or services that third parties may provide on or through the Site or on websites linked to by us on the Site. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE SITE AND ANY THIRD-PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS ON THIS SITE OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

You must provide and are solely responsible for all hardware and/or software necessary to access the Site. You assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair or correction of, that hardware and/or software. The Site should not be used to engage in (or conduct) any high risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use.

#### **Online Commerce**

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release the City from any damages that you incur, and agree not to assert any claims against us, arising from your purchase or use of any products or services made available by third parties through the Site.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

#### **Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE CITY OF APPLETON, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND THE LIKE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination**

We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions, shall survive.

#### Other

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Site. In the event of any conflict between any such third-party terms and conditions and these Terms and Conditions, these Terms and Conditions shall govern. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Effective Date:

CITY OF APPLETON PERSONNEL POLICY	TITLE:  ELECTRONIC COMMUNICATION (INTERNET, CELL PHONES)		
ISSUE DATE:	LAST UPDATE: September 2003 October 2006 January 2007 October 28, 2010 February 6, 2013 October 28, 2015	SECTION: Human Resources	
POLICY SOURCE: Human Resources Department	POLICY AUDIENCE: City Employees and Volunteers	TOTAL PAGES: 94	
Reviewed by Legal Services Date: September 12, 2003 February 5, 2007 February 6, 2013	Committee Approval Date: September 24, 2003 April 18, 2007 December 8, 2010 July 15, 2013	Council Approval Date: October 1, 2003 May 2, 2007 December 15, 2010 July 24, 2013	

#### I. PURPOSE

To provide guidelines for the use of City electronic communications systems and/or equipment (including but not limited to e-mail, FAX, Internet, voicemail, calendars, telephones, computer applications, internal network or any device that is used to access or monitor any of these services). The City of Appleton provides this policy to set standards for users to adhere to when utilizing these resources.

#### II. POLICY

Generally, any communications transmitted by, received from or stored in City of Appleton systems and/or equipment are the property of the City of Appleton and are subject to open records (see Public Records Policy). Some personal communications may be exempt pursuant to law, however, (even if deleted) they are still not considered private if created or transmitted using City equipment (computers, cell phones, instant messaging, etc.). The use of City equipment for private or personal purposes must be pre-authorized by a supervisor. Failure to follow this policy may result in discipline up to and including discharge.

For purposes of Library administered systems, networks and/or equipment, Library Administration and Network Services serve the review and approval functions of Human Resources and Information Technology as listed below. Library rules and procedures are subject to review and approval by Human Resources, Information Technology and Legal Services.

#### III. DISCUSSION

The City of Appleton reserves the right to monitor City systems and/or equipment to ensure they are being used for legitimate business purposes, to ensure City systems and/or equipment are being used appropriately, and to access information at any time with or without notice. While monitoring an employee's electronic communication, the City of Appleton will have the right to access all information to which an employee has gained access or created.

Employees should recognize that legally they do not have a personal privacy right in any matter created, sent, received or stored in a City of Appleton system and/or equipment. When an employee deletes a message this does not guarantee that it has been erased.

Employees who are provided City equipment or devices for purposes of electronic communication related to City business will be expected to utilize them for City business to facilitate compliance with open records laws.

All materials created, sent, received or stored in a City of Appleton system or device will remain City of Appleton property and may, subject to applicable laws, be monitored or recorded by authorized staff as applicable, including Human Resources, Legal Services or Information Technology staff and such records may be subject to discovery and disclosure.

#### IV. GENERAL GUIDELINES

When using City of Appleton electronic communication systems and/or equipment, employees will be required to follow these guidelines:

- A. Employees should have prior supervisory approval before utilizing City resources for personal use and personal use must be kept to a minimum (limited frequency and duration). Department directors have the right to restrict usage to workplace use only. An employee is expected to wait until non-work time or breaks for personal usage of electronic devices, unless extenuating circumstances arise. Employees shall not allow persons not employed by the City to utilize City issued devices and/or equipment.
- B. Usage will be audited and monitored by the department director and/or Mayor if applicable. The department director, or Mayor and Finance Director will determine whether the employee should reimburse the City for any personal or unauthorized services (e.g., cell phone overage charges or text message charges). An authorized supervisor may request to monitor systems by making the request to both the Human Resources Director and the Information Technology Director.
- C. Employees shall not access, send, solicit, display, print or otherwise distribute material that may harass, threaten or embarrass others or that is sexually explicit, fraudulent or otherwise inappropriate for a professional environment. This also violates the City's Harassment & Discrimination and Workplace Violence policies.
- D. No employee shall intentionally intercept any communication without consent. The Privacy Act of 1986 makes any interception without consent illegal and punishable under the law.

- E. Employees shall not copy, download, disseminate or print copyrighted materials except within 'fair use' rules, applicable licenses, contracted agreements, with express permission of the copyright holder, or as otherwise allowed by law. This includes articles, images, games, software, music, etc.
- F. Employees shall not use City of Appleton equipment/resources to engage in personal, non-employer-related activities for gain or profit as referenced in the Code of Conduct Policy. Examples include, but are not limited to, consulting for pay or advertising or selling goods or services for personal gain.
- G. Employees shall not engage in illegal activities or use any City of Appleton communication system for any illegal purposes, including initiating or receiving communications that violate any laws or regulations. The City of Appleton will fully cooperate with lawful requests from law enforcement agencies and internal investigations for logs, diaries, data and archives on any computing activities.
- H. Employees are prohibited from using cameras or other video-capable recording devices within the City without the express prior permission of their department director and of the person(s) present at the time (unless it is at a public meeting or public gathering place). Use of cameras or other video-recording devices are explicitly banned from City restrooms and locker rooms.
- I. Employees are prohibited from knowingly visiting inappropriate Internet sites, unauthorized chat rooms or instant messaging services through the City systems. If an employee inadvertently connects to an inappropriate internet site he/she must disconnect immediately and inform the supervisor of the incident. This would not pertain to employees during times they are required to access an inappropriate site in the course of their job duties. Designated staff at the Library may use instant messaging services for work related purposes on Library systems at the discretion of the Library Director. These services may only be used with log files enabled and will be subject to regular review by the Library Director or designee.

If an employee receives an unsolicited/inappropriate joke, advertisement etc. these messages should be immediately deleted. If an employee receives a grossly inappropriate message, they should immediately notify their supervisor.

- J. When an employee is using the City of Appleton equipment to perform union business, they must follow the same procedures as outlined for personal business.
- K. Any employee who uses City systems and/or equipment off-duty is doing so voluntarily and will not be compensated for off-duty use unless they have received prior approval from their department director.
- L. Employees should inform a supervisor if he/she becomes aware that a fellow employee is violating any of the guidelines listed above.
- M. The City of Appleton will report any illegal usage to the police.

#### V. SPECIFIC GUIDELINES

#### A. Cell Phones

- 1. Employees are expected to follow applicable state or federal laws and regulations regarding the use of cell phones/tablets at all times. As a part of Wisconsin law (as of December 1, 2010), employees are prohibited from texting while driving any motor vehicle.
- 2. Employees should refrain from using their cell phone/tablet while driving and/or operating equipment. Employees should pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Employees are encouraged to use hands-free technology. These guidelines will not supersede stricter departmental rules.
- 3. Employees who are charged with traffic violations resulting from the use of electronic communications equipment while driving for the City may be held personally liable for the consequences of such actions.
- 4. Activation of services beyond the normal plan (e.g., internet activation, data charges, text messaging, roaming charges, long distance, etc.) must have prior written authorization from the employee's department director and/or Mayor if applicable.

#### B. Fax/Copy Machines

Reasonable use of copy machines and fax machines for personal needs must have supervisor approval. High volume personal usage is prohibited. As a guide to define reasonable usage, please consider this to be 20 sheets of paper or less.

If you are uncertain at any time how to apply these guidelines or have any questions, you should seek guidance from your supervisor, or the Human Resources Department or Legal Services prior to engaging in electronic communications activities or using City-owned electronic communications equipment.

CITY OF APPLETON PERSONNEL POLICY	SOCIAL MEDIA POLICY		
ISSUE DATE:	LAST UPDATE: November 2015	SECTION: Human Resources	
POLICY SOURCE: Human Resources Department	AUDIENCE: All employees	TOTAL PAGES:	
Reviewed by Legal Services Date:	HR Committee Approval Date:	Council Approval Date:	

#### I. Purpose

The purpose of this Policy is to ensure all City of Appleton ("City") employees have an understanding of the expectations and guidelines the City has for using and posting on social media platforms. The City has a responsibility in deciding what is "spoken" on behalf of the City.

This Policy will also outline the role of the City's social media efforts in sharing information and news with the community and to serve as a tool to help social media coordinators ensure all accounts are using the same standards. These standards will make the City's online presence uniform and immediately recognizable. Social media platforms will also be utilized to drive people to the City's website for additional information.

For purposes of this Policy, social media is a type of interactive online media that allows parties to communicate instantly with each other or to share data in a public forum. This includes, but is not limited to, online social media platforms such as blogs, video-and image sharing websites (e.g., YouTube, Instagram), micro blogging websites (e.g., Twitter) and others (e.g., Facebook, LinkedIn).

#### II. Guidelines

- a. Social media should be used to engage the community in conversation, create positive interactions, and drive traffic to the City's website, <u>www.appleton.org</u>, for information about City related business and events.
- b. Posts must be relevant to furthering the goals and mission of the City. Posts should attempt to help the City and/or department reach its mission, enhance residents' knowledge of services, encourage civic engagement, increase transparency and/or solve a problem.
- c. The City's Communications Coordinator will be responsible for maintaining, posting to, and reviewing the City's main social media accounts.
- d. City Departments may have one (1) social media account per approved social media platform (e.g., Facebook, Twitter). Questions about which social media platforms are approved should be directed to the City's Communications Coordinator.

- e. City Departments that choose to have social media accounts must have a minimum of two (2) designated social media coordinators per department. They will be responsible for maintaining, updating, posting to and reviewing the department's social media accounts.
  - i. Social media coordinators will receive training on how to effectively use social media and the policies and laws governing social media usage.
  - ii. New social media coordinators must receive training provided by the City's Communications Coordinator prior to being allowed to post.
  - f. All social media accounts used by the City or departments must contain a link to <a href="https://www.appleton.org">www.appleton.org</a> and a direct link to the department's page, if applicable.
- g. No City employee may discuss confidential or non-public City business on any social media platform. When using social media for personal use during their own personal time, employees may comment on publicly available information; however, employees must clearly express that their views are personal in nature and do not represent the City. City employees may comment on a post to the City's social media accounts but should do so only during non-working hours unless prior approval has been granted by their department director. Note: employees who are in highly visible positions for the City should be conscientious when commenting on social media, even for personal use, because it may be perceived as they are commenting on behalf of the City due to the public nature of their City position.
- h. City employees with personal social media accounts must not imply their personal accounts are affiliated with the City.
- i. City-made posts may not be deleted from the account without the approval of the Communications Coordinator and/or City Attorney. In the event a post violates the terms in this policy, contact the Communications Coordinator immediately.
- j. Given the evolving nature of social media, this Policy may be changed or updated at any time.

#### SOCIAL MEDIA ACCOUNT REQUEST FORM AND WORK PLAN

These are the steps involved for having a department specific social media account. If your department would benefit from using social media, complete Attachment A and email it to the City's Communication Coordinator.

#### STEP 1: EVALUATE

When a department wants to use social media, the following questions should be considered:

- 1. Why does the department want to use social media and what are the goals?
- 2. Which social media platform(s) will you use and how will those accounts interact with the City website and other social media assets?
- 3. Who is the target audience, and why should they interact?
- 4. How will this help meet the goals of the department and City communications plan? How can it support, or supplement, what's already taking place?
- 5. Does the department have the resources to maintain this account with fresh content (at least 3-5 posts per week) and around the clock-regular monitoring?
- 6. Which of the established City profiles could be leveraged to share your messaging? Could they be used instead of creating a new account?
- 7. Are there at least two people in the department who can be responsible for this account as part of their other regularly scheduled job duties?
- 8. What is the department's plan for creating, reviewing and scheduling messaging that will benefit citizens?
- 9. How will posts encourage interaction rather than merely serve as one-sided updates?
- 10. How will success be measured and reported?

# STEP 2: COMPLETE AND SUBMIT THE ATTACHED SOCIAL MEDIA ACCOUNT REQUEST FORM AND WORK PLAN – ATTACHMENT 1.

#### **STEP 3: TRAINING**

There is an initial training and an annual training for department's social media coordinators. The training will be set up by the City's Communication's Coordinator. The training will cover the following:

- 1. 70/20/10 Rule
- 2. Filling out the profile (Example: Facebook "About" data, Twitter bio, etc.).
- 3. Determining the visual elements of the profile (e.g., avatar, cover photo, etc.).
- 4. Developing the "voice" Learning how to ensure messages are consistent across all platforms.
- 5. Content Learning about the different types of posts and pros/cons of each.
- 6. Responding to comments How to appropriately respond to positive and negative comments.
- 7. Creating a content calendar Includes learning to schedule multiple posts concerning the same topic and scheduling posts in advance.
- 8. Metrics and reporting Learning to measure success and failure of posts to continually improve quality and reach.

# ATTACHMENT A

Email Completed Form to <a href="mailto:Chad.Doran@Appleton.Org">Chad.Doran@Appleton.Org</a>

### **INSTRUCTIONS**

This form should be completed by the department director, the department director's designee, or

one of the departm accounts may be Communications C director and/or questions/comment	ent's current created with coordinator. the dep	or anticipated tout the submit. The final appropartment's so	social media coor ssion and approv ved form will be cial media	dinators. No new all of this form emailed back to coordinator.	ew social media n to the City's
GENERAL INFO	RMATION				
Date: Department: Name/Title of Perso Has Department Di			Yes □ No		
1. Provide inf	ormation reg		K PLAN  nt/desired social r	nedia platform.	
Platforn (e.g., Facebook, Ye			lready Exist?		rofile Name
2. Each depar will they be and wh			eds two trained soo sponsibilities?	cial medial coord	linators. Who
	Nam	ne/Title	]	Responsibilities	
Coordinator One					
Coordinator Two					

3. to usin	Why does your department want a separate department social media account as opposed ag the City's main social media accounts?
4.	How does your department anticipate using the social media account?
5.	Who is the intended audience of the social media account and why?
6. least 3	Does your department have the resources to maintain this account with fresh content (at -5 posts per week) and around the clock regular monitoring? Explain.
7.	How will success be measured and reported?
8.	How can the City's Communications Coordinator help you?
9.	Any comments/questions/concerns?
STOP	! To be completed by City's Communications Coordinator:
Date R	eceived: Date Approved/Denied:
If Deni	ed, Reason Why:
Initial 7	Training Date: Annual Training Date:

#### Social Media Site Standards

When creating or updating a social media site for the City of Appleton, these standards (or a live link to these standards) must be prominently displayed on the site. These standards should in no way be modified from their original form.

#### **Terms and Conditions**

#### General

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The City also reserves the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes on the rights of others.

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This Site may include a variety of features, such as bulletin boards, commenting forums, blogging areas, polling, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features, such as personalized home pages and email services, which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user -you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. The statements and/or opinions expressed by participants of this Site are solely those of the persons participating. The statements and/or opinions do not necessarily represent the views of the City of Appleton or its officers, officials, employees, agents and the like. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to the Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.

- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

The purpose of this Site is to present information and other matters of public interest to residents, businesses, visitors and other interested parties. You may participate in Site activities but please note while the City reserves the right (but not the responsibility) to moderate the Site, it is not a public forum. You understand that the City has no obligation to monitor any bulletin boards, commenting forums, blogging areas, polling, chat rooms, web logs, or other areas of the Site through which users can supply information or material. However, we reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms and Conditions. We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms and Conditions or who, in our sole judgment, interferes with the ability of others to enjoy the Site or infringes the rights of others or for any other reason to be determined in our sole discretion.

#### **Open Records**

The City is subject to Wisconsin Statutes relating to public records. Information posted on this site may be subject to these laws. Unless otherwise exempted from the public records laws, participants should presume that all posts to this site are subject to release upon request and to state record retention requirements when possible.

#### **Indemnity**

You agree to defend, indemnify and hold harmless the City together with its officials, employees, agents and the like, from and against all liabilities, claims, damages and expenses (including reasonably attorney's fees and costs) arising out of your use of the Site; your failure to use the Site; your breach or alleged breach of these Terms and Conditions or your breach or alleged breach of the copyright, trademark, proprietary or other rights of third parties except where caused by the sole negligence or willful misconduct of the City.

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any of your postings or submissions by name, email address or screen name, as we deem appropriate.

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#### **Online Commerce**

Certain sections of the Site may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release the City from any damages that you incur, and agree not to assert any claims against us, arising from your purchase or use of any products or services made available by third parties through the Site.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

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We may cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions, shall survive.

#### Other

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Site. In the event of any conflict between any such third-party terms and conditions and these Terms and Conditions, these Terms and Conditions shall govern. This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Effective Date: