

THE FLORIDA BAR FOUNDATION

Policy Governing Posting and Removal of Content on The Foundation Websites September 15, 2020

Title: Policy Governing Posting and Removal of Content on Foundation Sites	Approved by: The Executive Department and Interim IT Director
Issued by: The Florida Bar Foundation	Date Effective: 09/15/20

Purpose:

The purpose of this policy is to establish guidelines for the posting and removal of user-provided information ("Content") on The Florida Bar Foundation ("The Foundation") Internet resources ("Foundation Sites"), which include, but are not limited to, message boards, blogs, social networking sites, and Twitter feeds.

Policy:

The Foundation shall monitor Foundation Sites for unacceptable Content as described in this policy or as otherwise determined by the Foundation ("Unacceptable Content"). The Foundation shall be the sole authority in determining whether Content is acceptable for posting or not. The following policy guidelines shall constitute guidelines in making determinations on whether to remove any Content from Foundation Sites.

1. Unacceptable Content

- a. Defamatory Content. A defamatory statement is a false statement concerning a third-party that is communicated or published to a third-party and harms the party about which the false statement was made. In other words, if person A posts a false statement about person B on a Foundation Site and that statement harms person B, person A may be liable for defamation by person B. Defamatory Content is prohibited on Foundation Sites.
- b. Intellectual Property Infringement. Intellectual property infringement relates to material owned by a third-party that is subject to trademark, copyright or is a protected trade secret.

- i. Trademark. Trademarks indicate a source of goods or services, and can be protected by U.S. federal or state law. Trademark use in any Content posting is prohibited without the express permission of the trademark owner. Additionally, trademarks shall not be used in user account names or other user identifiers. The Foundation reserves the right to delete any such accounts and require new account names without a trademark.
- ii. Copyright. U.S. copyright protects original works of authorship including literary, dramatic, musical, technical (software), and other works. Content containing material subject to copyright, whether federally registered or not, shall only be used by the copyright owner. Any other use of copyrighted material in Content is prohibited.
- iii. Trade secrets. Information kept secret by an individual or organization to create a competitive advantage or maintain the value represented by such information may comprise trade secrets and can be protected by state and federal law. Content containing trade secret information is prohibited from posting by any user not authorized by the trade secret holder.
- c. Privacy and Right of Publicity. Users shall not post personally identifiable information or information that would violate another's right to privacy or right of publicity.
- d. Inaccurate, False, or Otherwise Unacceptable Content. In addition to defamatory Content or Content that may infringe intellectual property rights, the Foundation shall remove any Content found to be inaccurate, false, or otherwise unacceptable for posting on Foundation Sites.

2. Removal of Unacceptable Content.

The Foundation shall internally and externally provide contact information and the means by which any individual, whether a User or not, may report Unacceptable Content to the Foundation. Upon becoming aware of any Unacceptable Content, the Foundation shall take steps to review and, if appropriate, remove such Unacceptable Content from Foundation Sites in a timely manner. The only option available to the Foundation in dealing with Unacceptable Content is to remove such Content in its entirety. **Under no circumstances shall the Foundation revise or otherwise edit Content.** Where possible, the Foundation shall provide the User responsible for such posting notice of the removal and the reason for such removal.

3. External Terms or Statement of Use.

The following statement, or a Foundation approved variation thereof, shall be accessible as a link on all Foundation Sites where Users can post Content. For efficiency purposes, this statement may be included in any existing Terms of Use, Terms and Conditions or other agreements already in use on applicable Foundation Sites.

The Foundation is pleased to provide you this means through which you can share information and collaborate with others. However, in posting such information ("Content"), you agree to comply with the following requirements, or risk having your Content removed without advance notice by the Foundation and your user account deleted or rights restricted. In accordance with existing Foundation policies, the Foundation employees failing to follow these policies risk disciplinary action, up to and including termination.

- 1. You shall not make libelous, defamatory, harassing or abusive statements, including the "stalking" of other users.*
- 2. You shall not post Content comprising personal attacks or threats against other users or individuals.*
- 3. You shall not submit the personally identifiable information, images or other likenesses of other persons without their consent.*
- 4. You shall not post Content that comprises attacks on individuals or groups based on race, gender, sexuality, ethnicity, religious beliefs, or any other classification.*
- 5. You shall not post Content that is obscene, vulgar or sexually explicit. This prohibition includes the use of abbreviations, asterisks, or other shorthand to communicate such obscene, vulgar or sexually explicit Content.*
- 6. You agree that use of Foundation Sites is strictly for the Foundation's stated purposes and not for commercial product promotions, the transmission of spam, chain letters, pyramid schemes, or fraudulent or deceptive messages.*
- 7. You shall not post information affiliated with or promoting political campaigns.*

8. *You shall not post material which could result in the infringement of any third-party intellectual property, privacy, or publicity rights.*
9. *You represent and warrant that you own or otherwise have all necessary rights, including but not limited to, trademark and copyright, in all Content that you submit to Foundation Sites, and that you have secured all third-party consents, licenses, waivers and permissions necessary to submit such Content.*
10. *You represent and warrant that the Content submitted by you will not infringe upon or misappropriate any rights of others, including, without limitation, any copyrights, trademarks, trade secrets or other intellectual property rights, rights of publicity, rights of privacy, moral rights or any other proprietary rights of third parties, or violate any applicable law, statute, ordinance or regulation.*
11. *YOU AGREE TO INDEMNIFY AND HOLD THE FOUNDATION HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM OR RELATED TO ANY BREACH BY YOU OF THIS POLICY.*
12. *The Foundation reserves the right to review any Content that you have submitted to Foundation Sites, and to reject, delete, disable, or remove any Content the Foundation determines, in its sole discretion, (a) does not comply with this policy, (b) violates any law, infringe upon any rights of third parties, or subjects the Foundation to liability for any reason, (c) might adversely affect the Foundation's public image, reputation or goodwill, or (d) should be taken down for any other reason.*
13. *If you believe that any Content on any the Foundation site infringes upon any copyright, trademarks, or trade secrets that you own, please contact the Foundation at the following address:*

**The Florida Bar Foundation
875 Concourse Parkway South, Suite 195
Maitland, FL 32751
(407) 960-7000**

14. The Foundation shall have the final decision on whether any Content is acceptable and whether to remove any such Content.

4. Other Requirements.

- a. User Acknowledgement and Consent. Prior to obtaining the ability to post any Content, Users shall be required to acknowledge and consent to the policy included in Section 3 (External Terms of Use Statement) and agree to comply with all applicable laws.
- b. Relation to Other Policies and Agreements. Where applicable, this policy shall be accessible and linked to other policies pertaining to the online environment and use of Foundation Sites, including, but not limited to:
 - i. Privacy Policy
 - ii. Terms of Use
 - iii. Policy on Third-Party Web Sites

Compliance:

1. Non-Compliance: Violations of this policy may lead to the suspension or revocation of system privileges and/or disciplinary action up to and including termination of employment. The Foundation reserves the right to advise appropriate authorities of any violation of law.
2. Exceptions: Any exception to this policy must be approved by the Executive Department and IT Department.
3. Compliance Measurement: The Executive Department and IT Department will verify compliance to this policy through various methods, including, for example, business tool reports and audits.

END OF DOCUMENT