



Terms and Conditions of User-Generated Content

Agreement

By submitting content to Clackamas County (“the County”) you certify that you have read and agree to these Terms and Conditions and agree to comply with Clackamas County’s Social Media Policies, which are incorporated here and made part of these Terms and Conditions.

By agreeing to these Terms and Conditions you certify that you will not submit content that does not comply with this Agreement, Clackamas County’s Social Media Policies, or applicable law.

You understand and agree that these Terms and Conditions grant the County a non-exclusive, irrevocable, royalty-free perpetual license to reproduce, display, distribute, and otherwise use your User-Generated Content (“UGC”) on County communications for the customary and intended purposes of the communication.

You agree to waive, release, and discharge Clackamas County, its officers, employees, officials, and agents, from any and all claims, causes of action, demands, damages, costs, of any nature whatsoever, whether known or unknown, arising out of or in any way connected with the UGC. You agree to hold harmless, defend, and indemnify Clackamas County, its elected officials, officers, employees, officials, and agents against from and against any and all claims, causes of action, demands, damages, costs, of any nature whatsoever, whether known or unknown, arising out of or in any way connected with the UGC.

Submitting Content and Certification

By submitting any content for use in County communications you represent and warrant to the County that: you are either (a) the sole owner/creator of the UGC you submit to the County, and no one else has any rights to it or could claim they own it or that the use of the UGC infringes on the rights of others; or (b) if you are not the sole owner of the content, you have obtained all intellectual property rights to the content and certify that you have the right to grant those rights to the County. You also certify that submitting the content will not violate any law or the rights of any person.

You certify that you obtained all required permissions/consents from others to post the content on County communications including social media. You also certify that you have obtained all required consents before an individual’s personal information, including photographs, video, audio, or medical information, is used as UGC. You understand and agree that you bear all responsibility for protecting the confidentiality of any information that you submit to the County

By submitting content to the County to use your UGC you certify that you are over 18 years of age.

You shall not impersonate anyone else or otherwise misrepresent your identity, affiliation, or status. You agree not to provide materials and misleading information knowingly and with intent to defraud. You shall not upload, distribute, or otherwise provide to Clackamas County social media any malware, viruses, spyware, or other malicious software or files. You shall not use automated means to distribute, or otherwise provide any content

onto Clackamas County social media.

When submitting content to Clackamas County you must not submit any content that does not comply with this Agreement or the law. For example, the content you submit must not include third-party intellectual property (such as **copyrighted material or trademarks**) unless you have written permission from that party or are otherwise legally entitled to use such content.

By agreeing to these Terms and Conditions you certify that you will not provide content that:

- Uses vulgar, profane, violent, sexist, racist, threatening, or other derogatory or offensive language or imagery.
- Is for personal gain.
- Is stolen
- Uses inappropriate humor.
- Provides false, libelous, inaccurate or defamatory information.
- Is overly repetitive or off-topic.
- Is used to incite, disrupt, threaten, degrade, shame or harass individuals or threaten the destruction of property, or be unrelated to the purpose of the page.
- Violates any applicable federal, state or local laws or regulations, or promotes the violation of such laws.
- Infringes on copyright or intellectual property rights.
- Plagiarizes works from sources outside Clackamas County.
- Engages in political advocacy.
- Contains inappropriate sexual content or links to such content.
- Violates any County policies or code. www.clackamas.us/code; www.clackamas.us/pgs
- Promotes or perpetuates, in any fashion, discrimination in any form on the basis of race, sexual orientation, religious beliefs, color, age, gender identity, marital status, national origin, disability, or other protected aspects or traits.
- Compromises the safety or security of any other party.
- Violates the privacy of its subjects (in images, audio or information). This includes using Clackamas County communications to bully, harass or stalk another person.
- Involves the transmission of “junk mail”, “chain letters” or unsolicited mass mailing, instant messaging, or “spamming”
- Solicits passwords or personal identifying information for commercial purposes.
- Includes a photograph, video or audio of another person without the person’s permission and consent

Removal

The County reserves the right to remove, without notice, any UGC that violates these terms and conditions, Clackamas County policy or code, or the law.

Disclaimer of Warranties

The County disclaims any responsibility for any harm or liability arising out of or related to use of your

UGC. Clackamas County makes no warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, title, security, accuracy, noninfringement, or quality in use of its social media or use of your UGC.

The County will not be held responsible or liable for any UGC on its social media, and the County does not assume responsibility for any error, omission, interruption, deletion, defect, destruction or identity, unauthorized access, or alteration of or to its social media content.

Reporting Suspected Violations of Policy or Law

If you become aware of a misuse of County social media or violation of these Terms and Conditions of Use please contact us at pgasocial@clackamas.us

DMCA Take-Down Notices. If you are a copyright owner or an agent and believe, in good faith, that any materials provided to the County infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending the following information in writing to the our designated copyright agent, the Clackamas County Counsel.

1. The date of your notification;
2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be submitted to: pgasocial@clackamas.us

Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Oregon and a statement that you will accept service of process from

the person who provided notification of the alleged infringement.

If a counter-notice is received by our copyright agent, we may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in ten (10) business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in our sole discretion) be reinstated on the Site in ten (10) to fourteen (14) business days or more after receipt of the counter-notice.