## CITY OF PLANO SITE TERMS AND CONDITIONS

If you have an emergency please call 9-1-1 immediately! This site is not an appropriate option for reporting urgent matters of any type. Please contact the appropriate city department with urgent needs and/or complaints.

This is an official City of Plano, Texas page. All postings on this site are considered public record and may be treated as such under the Texas Public Information Act.

Communication made through computer messaging systems shall in no way be deemed to constitute legal notice to the City of Plano or any of its agencies, officers, employees, agents or representatives with respect to any existing or potential claim or cause of action.

Moderating and posting of comments will occur during regular business hours Monday through Friday. Comments submitted after hours or on weekends/holidays will be read the following business day.

This is a moderated channel, meaning all comments will be reviewed for appropriate content. The City of Plano may remove inappropriate content and may also prevent future posts by that individual. We will also report any improper behavior per the terms and conditions of the host social media site.

Content which may be removed:

- Profane language or content
- Discourteous communications including personal attacks on an individual's character or appearance
- Content that promotes, foster, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, mental status, status with regard to public assistance, physical or mental disability, sexual identification or orientation, or national origin
- Sexual content or links to sexual content
- Solicitations of commerce; advertisements
- Conduct of or encouragement of illegal activity
- Information that may tend to compromise the safety or security of the public or public systems
- Content that contains personal identifying information or sensitive personal information
- Promotes or endorses political campaigns or candidates
- Content that violates a legal ownership interest of any other party
- Spamming, or otherwise flooding posts with links or URLs pointing to content unrelated to the
  post's subject matter. Repeatedly sending the same message or making the same post is
  considered spam.

While the City of Plano will not be collecting or retaining the entirety of comments in our records, any information will be available to the public. As such, please do not include personal details such as your address, phone number(s), social security number, or any other information you do not want available to the general public.

The City of Plano logo is a copyrighted graphic and cannot be used in any manner without prior written consent of the City of Plano, Texas.

If you have specific questions regarding a City of Plano program or service that involves details you do not wish to share publicly, please contact us at (972) 941-7000 or find departmental resources at www.plano.gov.

## **User-Generated Content Terms and Conditions**

We love your picture, and we think our residents and visitors would too! We reach out to people who tag the City of Plano (@cityofplano), use the hashtag (#SharePlano) or submit photos as part of a City-sponsored activity to request additional rights to reproduce our favorite images on our marketing collateral, our website and social media platforms. When possible, we will give you credit for the content by including your name or username with the content. By responding to our request with the hashtag #SharePlano, you agree to give the City of Plano (also referred to as "the City", "we", "our", or "its") a perpetual, royalty-free, transferable, and non-exclusive license to use, reproduce, perform, copy, distribute, publish, exhibit, digitize, modify, adapt, create derivative work from, publicly perform, publicly display, incorporate, and otherwise use your user content in connection with the sites and for other marketing purposes, including, without limitation in print, email and other communications, City material, and other marketing. We may display advertisements in connection with your user content or on pages where your user content may be viewed by you or others, and we may use your user content to advertise and promote the City.

Our license to your user content is non-exclusive, meaning you may use the user content for your own purposes or let others use your user content for their purposes. Our license to your user content is fully-paid and there shall be no royalty or other fee due for the license granted, meaning we do not owe you anything in connection with our use of your user content. Our license is perpetual, meaning that our license lasts for an indefinite period of time. The City of Plano shall have the right, but not the obligation, to use your user content as authorized under these terms and conditions.

By replying to the City of Plano's request to grant rights to your user content with the hashtag #SharePlano, you agree, represent, and warrant the following:

- You are at least 18 years of age, have the legal right to enter into this agreement, and are not impersonating anyone else.
- You own all rights to the user content and to your name and/or have acquired all necessary rights to the elements appearing in your user content to enable you to grant all the rights to the City of Plano.
- Your user content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.
- You agree to release and allow all creative license and creative treatment in the use of production of your user content at the discretion of the City of Plano and its agents.
- You do not know or reasonably believe that any information contained in your user content is false, inaccurate, or misleading.
- Your user content does not violate any law.
- You are solely responsible for your user content in which the City of Plano is requesting rights. The City of Plano shall not be responsible for any misuse of any kind to your user content outside of our organization.
- You agree to indemnify, release, forever discharge, defend and hold harmless the City of Plano and its agents, affiliated entities, contractors, employees, and third-party providers ("Released Parties") from any and all actions, claims, damages, liabilities, and demands, whether absolute or contingent and of any nature whatsoever, which you now have or

hereafter may have against any of the Released Parties, or their respective successors or assigns, arising out of or related in any way to use of your name, content or anything contained herein.

If you want your user content removed from the City of Plano's website or social media platforms, please send an email to social@plano.gov. After the City of Plano acknowledges receipt of your email request, please allow up to 30 days for action to be taken, though the City of Plano reserves the right to deny any such request. Please be aware that the City of Plano may not be able to eliminate the use of your user content that are in the process of production or distribution and not all content is capable of being completely or permanently removed.

City of Plano may, at its sole discretion, change these terms and conditions at any time. Any changes will be posted on share.plano.gov/TermsAndConditions and will be effective upon posting unless another effective date is specified.