



# Social Media Terms of Use

## Policy 1.2

<b>Section:</b>	Administration		
<b>Approved By:</b>	Council	<b>Public:</b>	Yes
<b>Approved Date:</b>	September 23, 2014	<b>Review Schedule:</b>	Every 3 Years
<b>Effective Date:</b>	September 23, 2014	<b>Last Reviewed:</b>	September 2023
<b>Amended Date(s):</b>	September 15, 2023	<b>Next Review Date:</b>	September 2026

### Policy: Social Media Terms of Use

The College uses or may use websites and/or third-party social media platforms to share information and to communicate with stakeholders. The College makes reasonable efforts to ensure that content it posts comes from official and approved sources. The College welcomes all comments, opinions, questions, responses and feedback which relate to the College or the issue being discussed, and which comply with these 'Terms of Use'. The College will make reasonable efforts to review comments through regular business hours to ensure that the posted comments comply with the following rules and guidelines.

### Rules and Guidelines regarding Posting

Subject to these Terms of Use, the College will allow comments and other content from users to appear on or through its website and social media sites, tools or channels submitted or posted by any means through any media. Following are the Rules and Guidelines regarding Posting:

- By using the College's social website and media sites, tools or channels, the user agrees to abide by these Terms of Use
- All references to "comments" in these Terms of Use refer to "comments or content, in whole or in part"
- The College's decisions related to any matter referred to in these Terms of Use shall be made in the College's sole discretion
- The College will make reasonable efforts to delete, or opt not to post, comments that, as determined by the College in its sole discretion, are not related to the College's activities,

promote or advertise services or products, or promote or oppose any political party or a person campaigning for elected office, or defame or may defame or otherwise discredit in any manner the College or any other person

- The College will make reasonable efforts to delete comments that contain abusive, vulgar, offensive, threatening or harassing language, personal attacks of any kind, or terms (offensive or otherwise) that target specific individuals or groups, comments that identify a third party, address complaints or compliments about specific members, address an ongoing investigation, make false or unsubstantiated allegations, or may be discriminatory, misleading, defamatory, slanderous or libelous
- The content of all comments may be released into the public domain, so a user should not submit anything they does not wish to be broadcast to the general public
- Users should not post personally identifiable information such as social insurance numbers, addresses or telephone numbers. The College will make reasonable efforts to delete comments containing such information
- The inclusion of links to other sites may result in the relevant comment being deleted
- The College will make reasonable efforts to delete comments that breach or may breach any College by-law, policy or terms of use (including these Terms of Use) or breach or may breach any law, statute, regulation, order, code, standard or rule
- A comment or post may be referred for follow-up within the College's regulatory processes, if required
- Anonymous comments or posts will be deleted (with the exception of anonymous posts made to the College's online consultation forum)

### **Content removal and other remedies**

The College reserves the right at any time without notice to refuse to post comments or to delete comments which the College determines do not comply with these Terms of Use. These Terms of Use are subject to change at any time. Violation of any element of these Terms of Use can lead to restrictions regarding use of the College's social media sites, tools or channels, including without limitation blocking a user from posting, or restricting a user's access, to the College's social media sites, tools or channels.

No remedy herein conferred upon or reserved in favour of the College shall exclude any other remedy existing at law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing.

The College asks that any user who sees a comment, content or a use that the user thinks does not comply with these Terms of Use notify the College regarding same.

## **Disclaimers and Agreements**

All comments posted are the opinion of the user (writer).

Each user agrees not to upload viruses or other malicious code, and not to facilitate or to encourage any violations of these Terms of Use.

By posting comments, each user gives the College permission to use and distribute those comments. For any comments posted that are covered by intellectual property rights (“IP Content”), the user specifically grants the College the non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use IP Content in any manner (including without limitation the right to copy, distribute and make derivative works). The user confirms, represents and warrants that the user has the right without restriction to post all comments (including without limitation all links) posted by the user, and that such comments do not abuse or infringe the intellectual property or other rights of any other person.

Each user who submits comments is fully responsible for the comments posted. The College is in no way responsible for such comments nor for any information, references, links, opinions, claims, or advice in such comments, nor to collect, review, use, update, edit, retain, return, dispose of, share, circulate, act on, consider, or respond to, any such comments.

The College in no way verifies or confirms the accuracy of user comments or any aspect of posted content. The College does not review any references or links in any content and is not responsible for any content of any document referred to or in a site to which a link leads.

The College will not correct spelling or grammatical errors.

The College will not automatically ‘friend’ or ‘follow’. A decision to ‘friend’ or ‘follow’ a user does not constitute endorsement of comments, content, position, or perspective.

Any sharing or re-posting of links on the part of the College does not equate to endorsement.

Social media sites, tools or channels are, or involve, third-party service providers for the College which are not affiliated with the College. Users are encouraged to read the terms and conditions of use and the privacy policy of each relevant social media site, tool, channel or third-party service provider.

By using the College’s website or any of its social media sites, tools or channels (including without limitation by posting any comment or content), each user agrees to indemnify the College regarding and to hold the College harmless from any liability, loss, damage or expense, including without limitation professional and other fees and expenses, arising out of such user’s use of any the College’s website or social media sites, tools or channels and any comments or content posted.

The College disclaims any liability for any loss or damage resulting from any comments posted. The College’s website and social media sites, tools or channels may not be used for the

submission of any claim, demand, informal or formal complaint, or any other form of legal and/or administrative notice or process, or for the exhaustion of any legal and/or administrative remedy.

Communications to the College made via website or social media platforms will in no way constitute an official notice to the College or any official or employee of the College for any purpose.

Information about College activities and other methods to communicate with the College are available on the College's official web page. Members of the media are asked to pose questions directly to the College office and to refrain from submitting questions on the College's website and social media sites as comments. The College can be reached at 1.800.563.5847.

The College's social media sites, tools or channels are not hosted by the College and thus the College's [Privacy Code](#) does **not** apply. A copy of the College's Privacy Code is available online, here: <https://www.cmrito.org/privacy-code/>.