

**POKAGON BAND OF POTAWATOMI INDIANS  
BAND SOCIAL MEDIA SITE  
USE POLICY**

**1. PURPOSE.**

- (a) To promote the timely and efficient sharing of accurate information by the Band through Band Social Media Sites;
- (b) To provide an opportunity for Users to post and comment on Band programs, services, projects, events, issues and activities, subject to the limitations of this Policy; and
- (c) To establish policies governing the Use of Band Social Media Sites.

**2. SCOPE.**

- (a) This Policy applies to all Users of Band Social Media Sites.
- (b) This Policy does not apply to an Authorized Employee when acting in connection with the government business of the Band.

**3. DEFINITIONS.**

For purposes of this Policy, the below capitalized terms, whether used as stated below or as a derivative of any such term, shall have the following meanings:

- (a) “Authorized Employee” means the Director of Communications, Social Media Manager and employees within Band departments who have been authorized to access a Band Social Media Site of the Band department.
- (b) “Band” means the Pokagon Band of Potawatomi Indians, excluding the Pokagon Gaming Authority, Mno-Bmadsen, or any wholly owned entities thereof.
- (c) “Band Social Media Site” means a Social Media Site established by or on behalf of the Band in connection with the government business of the Band.
- (d) “Commercial Use” means use for any promotional or financial gain.
- (e) “Director of Communications” means the Band’s Director of Communications.
- (f) “External Site” means any Social Media Site other than a Band Social Media Site or any website established by or on behalf of the Band.

- (g) “Freedom of Information Act” means the Band’s Freedom of Information Act.
- (h) “Policy” means this Social Media Site Use Policy.
- (i) “Records” shall have the same meaning as set forth in the Freedom of Information Act, being “all books, papers, maps, photographs, or other documentary materials, regardless of physical form or characteristics, including any electronic media and documents that were made, sent, or received in the course of conducting the governmental business of the Band.”
- (j) “Records Management Policy” means the Band’s Tribal Records Management Policy.
- (k) “Social Media” includes web logs (blogs), wikis, micro-blogging sites, social networking sites, video sharing sites, and bookmarking sites, including without limitation, Twitter™, Instagram™, Tumblr™, Facebook™ and Youtube™.
- (l) “Social Media Manager” means the Band’s Digital Communication’s Specialist.
- (m) “Social Media Site” means a Social Media website hosted by a third party provider that facilitates user communication, collaboration or participation, including through the submission of User Content.
- (n) “Tribal Council” means the governing body of the Band as set forth in Article IX of the Band’s Constitution.
- (o) “Use” means to access, browse, or otherwise use a Band Social Media Site, including without limitation, by submitting any User Content.
- (p) “User” means any person who Uses a Band Social Media Site, excluding an Authorized Employee acting in connection with the government business of the Band.
- (q) “User Content” means all up-loads, posts or comments to a Band Social Media Site by a User of any nature whatsoever and regardless of form.

#### 4. **ACCEPTANCE.**

- (a) All Users must read this Policy carefully before Using a Band Social Media Site.
- (b) By Using a Band Social Media Site, a User is deemed to have read and accepted this Policy.

- (c) Any person who does not wish to be subject to this Policy must not, and is not permitted to, Use a Band Social Media Site.

**5. AMENDMENTS.**

- (a) The Band reserves the right to amend this Policy at any time. In such event, the revised Policy will be posted on or linked to Band Social Media Sites or the Band's website located at <http://www.pokagonband-nsn.gov>.
- (b) All Users are responsible for becoming familiar with any amendments to this Policy. By Using a Band Social Media Site after any amendment to this Policy, a User is deemed to have read and accepted this Policy as amended. Any person who does not wish to be subject to any amendment to this Policy must not, and is not permitted to, Use a Band Social Media Site after posting or linking as set forth in subsection 5(a) above.

**6. DISCLAIMER.**

- (a) Band Social Media Sites are hosted and controlled by third party providers. Any Use of Band Social Media Sites is subject to terms and conditions and policies of such third party providers. For instance, Facebook™ has in effect a Statement of Rights and Responsibilities that contains terms of service governing its relationship with users. The Band has no control over the functionality offered by, and the legal terms governing, Band Social Media Sites, as determined by third party providers. Accordingly, the Band has no control over and is not responsible for any content, advertisements and postings that are part of the environment of Band Social Media Sites, as established by third party providers.
- (b) All Users of a Band Social Media Site do so at their own risk. Band Social Media Sites are provided on a "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the fullest extent permitted by applicable law, THE BAND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Band makes no representations or warranties of any kind, including without limitation, that Use of a Band Social Media Site will: (1) be timely and uninterrupted; (2) meet a User's requirements or expectations; (3) be free from errors; (4) that defects will be corrected; (5) be free of viruses or other harmful components; (6) contain only accurate information; or (7) contain only User Content that is consistent with this Policy. No advice or information, whether oral or written, obtained from the Band or through a Band Social Media Site, will constitute a representation or create any warranty or other obligation enforceable against the Band.

7. **POSTING POLICY.**

- (a) Band Social Media Sites are not open public forums for the discussion of all topics. Rather, all such Band Social Media Sites are limited public forums designated for a discussion of certain topics.
- (b) Band Social Media Sites are intended to encourage discussion regarding Band programs, services, projects, events, issues and activities. Users may only initiate posts, and comment on existing posts, through Band Social Media Sites on the topics of Band programs, services, projects, events, issues and activities.
- (c) Band Social Media Sites shall not be used:
  - (1) In connection with any Commercial Use, including without limitation, to submit any bid or business proposal;
  - (2) To file any complaint, grievance, notice, process, claim, demand, answer, or to exhaust any legal or administrative remedy;
  - (3) To report any criminal activity; or
  - (4) To submit any media inquiry.
- (d) All User Content must be related to the discussion of Band programs, services, projects, events, issues and activities. The following User Content is prohibited:
  - (1) Any that is not topically related to Band programs, services, projects, events, issues and activities;
  - (2) Any that is not topically related to the specific post or comment;
  - (3) Any that involves Commercial Use, including without limitation, any that advertises any commercial service, products or entity;
  - (4) Any that involves political statements, including without limitation, that endorses or opposes any political candidate, petition, referenda, or initiative;
  - (5) Any that promotes, fosters or perpetuates discrimination on the basis of color, age, religion, national origin, gender, marital status, status with regard to public assistance, physical or mental disability, or sexual orientation;

- (6) Any that includes vulgar, offensive, threatening, bullying or harassing language, personal attacks or unsupported accusations;
  - (7) Any that involves obscene or sexual content, including nudity, graphic sex acts or sexually explicit material;
  - (8) Any that involves information that may tend to compromise the safety and security of the public or public systems;
  - (9) Any that violates any intellectual property rights of any nature whatsoever of any third party;
  - (10) Any that is illegal or encourages or promotes any illegal activity, including without limitation, uploading or sharing any User Content that exploits or abuses children;
  - (11) Any that involves any confidential information, including without limitation, social security numbers, credit card numbers, home addresses, phone numbers, email addresses, or account passwords; or
  - (12) Any that impersonates another person or whose purpose is to deceive or mislead.
- (e) Band Social Media Sites are moderated by the Band and User Content will be periodically reviewed. Although the Band will not remove User Content solely because the Band disagrees with a viewpoint, the Band reserves the right to remove any User Content that does not comply with this Policy.
  - (f) Prior to removing any User Content, an Authorized Employee will take a screenshot of the original User Content that will be deleted and will prepare and maintain a description detailing why the User Content was removed.
  - (g) Users should be aware that User Content qualifies as Records under, and may be subject to disclosure in accordance with, the Freedom of Information Act and that the Band will maintain Records in accordance with the Records Management Policy.

## 8. **LINKS.**

- (a) As a convenience to Users, the Band may display on Band Social Media Sites links to External Sites. Additionally, Users may display on Band Social Media Sites links to External Sites, subject to the limitations and requirements of this

Policy, including without limitation, Section 7. The Band reserves the right to delete any links to any External Sites at any time without notice.

- (b) When a User navigates away from a Band Social Media Site, including through a link to an External Site, this Policy will no longer apply, rather the User will be subject to the terms and conditions and policies of the External Site.
- (c) Users should be aware that External Sites are not offered, controlled or endorsed by the Band. The Band has no control over and is not responsible for any content, commercial advertisements and postings that may appear as a result of any link to an External Site.
- (d) A person or entity may link to a Band Social Media Site without prior authorization, provided that any such person or entity shall not: (1) in any way suggest that the Band has any relationship, alliance or affiliation with the person or entity; (2) in any way suggest that the person or entity is a part of or associated with the Band; except as expressly authorized by Band law or the Tribal Council; (3) in any way suggest that the Band endorses, supports, sponsors or recommends any service, product or information of the linked site; or (4) otherwise link in connection with any Commercial Use.
- (e) A person or entity may embed content from a Band Social Media Site without prior authorization, provided that any such person or entity shall not: (1) in any way suggest that the Band has any relationship, alliance or affiliation with the person or entity; (2) in any way suggest that the person or entity is a part of or associated with the Band; except as expressly authorized by Band law or the Tribal Council; (3) in any way suggest that the Band endorses, supports, sponsors or recommends any service, product or information of the linked site; (4) represent or present in any way whatsoever any such content as being developed by or belonging to the person or entity; or (5) embed such content in connection with any Commercial Use.

## 9. **PRIVACY.**

- (a) With respect to User Content, the Band follows its Privacy Policy which can be accessed at <http://www.pokagonband-nsn.gov/privacy-policy/>. However, the technology supporting Band Social Media Sites is provided by third party providers, and Band Social Media Sites are subject to terms and conditions and policies of such third party providers, including Privacy Policies.
- (b) To protect privacy, Users must not include within the body of any post or comment any confidential information, including without limitation, social

security numbers, credit card numbers, home addresses, phone numbers, email addresses, or account passwords.

**10. INTELLECTUAL PROPERTY.**

- (a) As between the Band and any User, the Band shall retain all rights, title and interest in and to all information and material of any nature whatsoever, including without limitation, all text, graphic images, and other content, which is produced by or for the Band and is displayed or found upon a Band Social Media Site.
- (b) Use of the Band Name and Seal are subject to the Tribal Seal Use Act. Users shall only use the Band Name and Seal in accordance with the Tribal Seal Use Act, which can be found at <http://www.pokagonband-nsn.gov/government/codes-and-ordinances>.

**11. TERMINATION.**

- (a) The Band, in its sole discretion, may terminate or cancel any Band Social Media Site without prior notice or liability.
- (b) The Band may terminate or suspend access to or use of any or all Band Social Media Sites immediately, without prior notice or liability, if a User violates this Policy. The Band shall determine the length of termination or suspension based on the severity of the violation and the number of violations.
- (c) Upon termination or suspension of access to or use of any Band Social Media Site, a User's right to access and use the Band Social Media Site shall immediately cease.
- (d) Termination of a User's access to or use of a Band Social Media Site shall not relieve the User of any obligation arising or accruing prior to such termination or otherwise limit the liability or responsibility of the User.

**12. GENERAL.**

- (a) This Policy shall be effective upon approval by the Tribal Council pursuant to the exercise of the sovereign powers of the Band in accordance with Article IX, Section 2 of the Band's Constitution.
- (b) The Tribal Council reserves the right to amend or repeal this Policy at any time in its sole discretion, subject to applicable Band and federal law.

- (c) Nothing in this Policy is intended, or shall be construed, to waive the sovereign immunity of the Band or any of its governmental officers, representatives, employees, or agents.

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### **HISTORY**

Social Media Site Use Policy, adopted May 11, 2015 by Tribal Council Motion