



Grand Chute Fire Department

2250 W Grand Chute Blvd
Grand Chute, WI 54913-7700

www.grandchutewi.gov

Phone (920) 832-6050

Social Media Terms and Conditions for Users

PURPOSE

The Grand Chute Fire Department (GCFD) uses social media platforms to communicate and engage with our community regarding our work and mission.

GCFD has an important interest in assuring the accuracy and consistency of information associated with our social media sites. We also respect the First Amendment to the U.S. Constitution and the constitutional right to freedom of speech. These terms and conditions establish guidelines for the public's use of social media that balances these values. These terms and conditions apply to all department social media sites.

EXPECTATIONS

GCFD believes that honest and respectful discussions provide the best environment for community members to understand the work of their government and participate in constructive engagement.

We ask users to consider that our social media feeds may be viewed by children and other impressionable people. Please avoid profanity, personal attacks, bullying, or use of incorrect information.

GENERAL GUIDELINES

Users should know that social media posts we make, comments and replies to those posts, and any direct or private messages sent to us are considered public records subject to applicable public records release and are retained accordingly. By posting any comments or materials on the Department's social media platforms, you grant the Department permission to reproduce, distribute, publish, edit, modify, and use your submissions in any form or media for any purpose.

Anyone in need of emergency help should call 9-1-1. Our social media accounts are not monitored 24/7, and no one should use our social media accounts to seek emergency services. We do not guarantee we will respond to comments or messages to our social media accounts.

There are times when a comment(s) that violates these terms and conditions may remain due to the need to manage our staffing resources. This does not mean we condone or support any of these comments. GCFD is not responsible for the content provided by others, including offensive or disagreeable content.

Social media platforms may take their own action to remove comments or ban users based on the platforms' policies, not GCFD. GCFD is not responsible for those actions. GCFD reserves the right to report any user violation under the terms and conditions.

User participation is at your own risk, and you take personal responsibility for your comments, username, and any information provided. **Furthermore, you agree to indemnify, defend, and hold harmless the Town of Grand Chute, its officers, agents and employees, against any and all damages, losses, liabilities, judgments, costs, or expenses (including attorney's fees and costs) arising out of any claims by a third party related to any comments or materials you have posted.**

CONTENT MODERATION

Limited Public Forum. Our social media accounts are created and maintained as limited public forums under the federal case law pertaining to the First Amendment to the U.S Constitution. We invite members of the public to view and, where possible, provide comments or other engagement on our social media accounts. However, the law permits us to hide and/or delete comments that are not protected speech under the First Amendment.

Prohibited Content. First Amendment case law permits us to hide or delete certain comments on our social media accounts. Any content containing the following may be hidden or deleted:

- Illegal activity, including copyright/trademark infringements and defamatory comments
- Direct threats as defined by law
- Obscene content with no constitutional protection (such as graphic depictions)
- Promoting, advocating, or perpetuating illegal activity
- Spam, advertising, or promotional links to a business, service, or product. This includes providing hyperlinks or instructions to any website other than those controlled by GCFD.
- Malware and/or malicious content that affects the normal functioning of a computer system, server, or browser

- Spamming with an overwhelming surge of messages (“flooding”). Similar or duplicate comments posted repeatedly over a relatively short period of time will fall into this description.
- Information unrelated to the original topic or information that is primarily or substantially unrelated to Town of Grand Chute Fire Department business

Blocking or Banning a User. When we determine that a user has violated these terms and conditions by delivering prohibited content on three or more occasions within a 12-month rolling period, we may block or ban the offending user. We may also block any other profiles created by that user. If we block or ban a user, we will reasonably attempt to notify the user and describe the violation. The user has the right to appeal this decision.

Right of Appeal. If our staff hides or deletes a user’s comment or blocks or bans a user pursuant to these terms and conditions, that user has the right to appeal that decision by sending an email to GCFDinfo@grandchutewi.gov, or by letter to Grand Chute Fire Department, 2250 W Grand Chute Blvd, Grand Chute, WI, 54913, within five business days of our action.

Upon receipt of an appeal, our attorney will determine whether the content at issue is protected by the First Amendment. If the appeal is successful, the content may (if possible) be restored for public view, or the user may be permitted to repost the content. Upon a determination that the content was not protected by the First Amendment, the user will be notified that the appeal was denied. The return correspondence, sent within a reasonable amount of time, will provide the user with a legal explanation for the action taken.

If the appeal is successful and the user has not violated this policy three times within a rolling 12-month period, we will unblock or unban the user from the social media account. If the appeal is not successful, our decision will stand.

SEVERABILITY

If any section, portion, or provision of these Terms and Conditions, or if the application of these Terms and Conditions to any person or circumstances, are found invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the other provisions or applications of these Terms and Conditions which can be given effect without the invalid or unconstitutional provision or application.

Nothing in this set of terms and conditions or on this site is intended as legal advice.

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