



Policy Governing Posting and Removal of Content on Fairfield Museum Sites

September, 2021

The purpose of this policy is to establish guidelines for the posting and removal of user-provided information ("Content") on Fairfield Museum's ("Museum") Internet resources ("Museum Sites"), which include, but are not limited to, message boards, blogs, social networking sites, and Twitter feeds.

This policy applies to all users of Fairfield Museum Sites, including employees, contractors, administrators, and third parties (collectively, "Users"). It is Fairfield Museum's expectation that the policy requirements included in this document shall be implemented on both internally and externally facing Museum Sites to ensure appropriate use of such sites.

The Fairfield Museum shall monitor its Sites for Unacceptable Content as described in this policy or as otherwise determined by the Fairfield Museum ("Unacceptable Content"). The Museum shall be the sole authority in determining whether Content is acceptable for posting or not. The following policy guidelines shall constitute guidelines in making determinations on whether to remove any Content from Fairfield Museum Sites.

1. Unacceptable Content

a. Defamatory Content. A defamatory statement is a false statement concerning a third-party that is communicated or published to a third-party and harms the party about which the false statement was made. In other words, if person A posts a false statement about person B on a Museum Site and that statement harms Person B, person A may be liable for defamation by person B. Defamatory Content is prohibited on Museum Sites.

b. Intellectual Property Infringement. Intellectual property infringement relates to material owned by a third-party that is subject to trademark, copyright or is a protected trade secret.

Trademark. Trademarks indicate a source of goods or services, and can be protected by U.S. federal or state law. Trademark use in any Content posting is prohibited without the express permission of the trademark owner. Additionally, trademarks shall not be used in user account names or other user identifiers. Fairfield Museum reserves the right to delete any such accounts and require new account names without a trademark.

Copyright. U.S. copyright protects original works of authorship including literary, dramatic, musical, technical (software), and other works. Content containing material subject to copyright, whether federally registered or not, shall only be used by the copyright owner. Any other use of copyrighted material in Content is prohibited.

- c Privacy and Right of Publicity. Users shall not post personally identifiable information or information that would violate another's right to privacy or right of publicity.
- d Inaccurate, False, or Otherwise Unacceptable Content. In addition to defamatory Content or Content that may infringe intellectual property rights, the Museum shall remove any Content found to be inaccurate, false, or otherwise unacceptable for posting on Museum Sites.

2 Removal of Unacceptable Content.

Fairfield Museum shall internally and externally provide contact information and the means by which any individual, whether a User or not, may report Unacceptable Content to Museum. Upon becoming aware of any Unacceptable Content, Museum shall take steps to review and, if appropriate, remove such Unacceptable Content from Museum Sites in a timely manner. The only option available to Museum in dealing with Unacceptable Content is to remove such Content in its entirety. Under no circumstances shall Museum revise or otherwise edit Content. Where possible, Museum shall provide the User responsible for such posting notice of the removal and the reason for such removal. Fairfield Museum employees failing to follow these policies risk disciplinary action, up to and including termination.

3 External Terms or Statement of Use.

The following statement shall be accessible as a link on all Fairfield Museum Sites where Users can post Content. For efficiency purposes, this statement may be included in any existing Terms of Use, Terms and Conditions or other agreements already in use on applicable Museum Sites.

The Fairfield Museum is pleased to provide you this means through which you can share information and collaborate with others. However, in posting such information ("Content"), you agree to comply with the following requirements, or risk having your Content removed without advance notice by the Fairfield Museum and your user account deleted or rights restricted.

- 1 *You shall not make libelous, defamatory, harassing or abusive statements, including the "stalking" of other users.*
- 2 *You shall not post Content comprising personal attacks or threats against other*

users or individuals.

3. *You shall not submit the personally identifiable information, images or other likenesses of other persons without their consent.*
4. *You shall not post Content that comprises attacks on individuals or groups based on race, gender, sexuality, ethnicity, religious beliefs, or any other classification.*
5. *You shall not post Content that is obscene, vulgar or sexually explicit. This prohibition includes the use of abbreviations, asterisks, or other shorthand to communicate such obscene, vulgar or sexually explicit Content.*
6. *You agree that use of Fairfield Museum sites is strictly for the Museum's stated purposes and not for commercial product promotions, the transmission of spam, chain letters, pyramid schemes, or fraudulent or deceptive messages.*
7. *You shall not post information affiliated with or promoting political campaigns.*
8. *You shall not post material which could result in the infringement of any third party intellectual property, privacy, or publicity rights.*
9. *You represent and warrant that you own or otherwise have all necessary rights, including but not limited to, trademark and copyright, in all Content that you submit to Fairfield Museum sites, and that you have secured all third-party consents, licenses, waivers and permissions necessary to submit such Content.*
10. *You represent and warrant that the Content submitted by you will not infringe upon or misappropriate any rights of others, including, without limitation, any copyrights, trademarks, trade secrets or other intellectual property rights, rights of publicity, rights of privacy, moral rights or any other proprietary rights of third parties, or violate any applicable law, statute, ordinance or regulation.*
11. ***YOU AGREE TO INDEMNIFY AND HOLD THE FAIRFIELD MUSEUM HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM OR RELATED TO ANY BREACH BY YOU OF THIS POLICY.***
12. *Fairfield Museum reserves the right to review any Content that you have submitted to Museum sites, and to reject, delete, disable, or remove any Content the Fairfield Museum determines, in its sole discretion, (a) does not comply with this policy, (b) violates any law, infringe upon any rights of third parties, or subjects Museum to liability for any reason, (c) might adversely affect the Museum's public image,*

reputation or goodwill, or (d) should be taken down for any other reason.

13. If you believe that any Content on any Fairfield Museum site infringes upon any copyright, trademarks, or trade secrets that you own, please contact the Fairfield Museum's Executive Director.

14. Fairfield Museum shall have the final decision on whether any Content is acceptable and whether to remove any such Content.

1. Non-Compliance: Violations of this policy by Fairfield Museum employees may lead to the suspension or revocation of system privileges and/or disciplinary action up to and including termination of employment. The Museum reserves the right to advise appropriate authorities of any violation of law.
2. Exceptions: Any exception to this policy must be approved by the Executive Director.