

## SOCIAL MEDIA – ACCEPTABLE USE POLICY

Last modified: April 29, 2025

### ACCEPTANCE OF THE ACCEPTABLE USE POLICY

The North Carolina State Firefighters' Association (the "**Association**," "**we**," "**us**," or "**our**") uses social media to educate, increase brand exposure and create engagement with the community. The Association strives to create a welcoming and enjoyable experience for all visitors to its social media pages, including without limitation, its Facebook, Instagram, and X (formerly Twitter) pages (collectively, "**Social Media Pages**"). Accordingly, we recognize the need to establish guidelines and policies for visitors that participate on our Social Media Pages by posting or promoting content. The following Acceptable Use Policy ("**Policy**") governs your participation on the Association's Social Media Pages.

Please read the Policy carefully before you start to participate on our Social Media Pages. BY VISITING, USING OR PARTICIPATING ON OUR SOCIAL MEDIA PAGES, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THIS POLICY. If you do not want to agree to this Policy, you must not access or use our Social Media Pages.

### PROHIBITED USES OF THE ASSOCIATION'S SOCIAL MEDIA PAGES

You may use our Social Media Pages only for lawful purposes and in accordance with this Policy. You agree not to use our Social Media Pages:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- In any way that violates the terms and conditions for use of the applicable third-party social media platforms.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards set out below.
- To transmit, or procure the sending of, any advertising or promotional materials, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To provide links that may contain malicious software and/or phishing tactics.
- To impersonate or attempt to impersonate the Association, an Association employee, another visitor, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To create the impression that your personal opinion is endorsed by the Association, or an Association employee.

- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Social Media Pages, or which, as determined by us, may harm the Association or visitors of the Social Media Pages, or expose them to liability.

## **CONTENT STANDARDS**

These content standards apply to any and all content you post to the Association's Social Media Pages or when you interact with the posts of other visitors of the Association's Social Media Page (such as by commenting on or reposting content of other visitors) (collectively, "**User Contributions**"). User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not relate to or reference:

- Any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Sexually explicit or pornographic material, prostitution, escort services or products, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Firearms, explosives, or weapons, or instructions on how to assemble or otherwise make any of the same.
- Content that may be unsuitable for or harmful to children under the age of thirteen (13).
- Controlled substances or pharmaceuticals.
- Fraudulent, counterfeit or stolen products or services or pirated computer programs.
- Registered or unregistered securities.
- Illegal or unlawful content, products, or services.
- Promotion(s) of hate and bigotry, act(s) of violence or terrorism, or commission(s) of crimes or illegal activities.
- Products or services from a U.S. embargoed or blacklisted country, individual or entity;
- Content which reasonably could be deemed to be libelous, defamatory, scandalous, threatening or harassing.
- Other content that we reasonably believe might damage our brand or reputation.
- Content which could cause the Association to violate any law or regulation.
- Infringing any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Policy.
- Be likely to deceive any person.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

#### **COPYRIGHT INFRINGEMENT**

If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement via [kris@ncsfa.com](mailto:kris@ncsfa.com). We will respond with the requirements necessary to address such infringement. It is the policy of the Association to remove User Contributions that may violate the copyrights of other individuals or entities.

#### **MONITORING AND ENFORCEMENT**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates this Policy, including the content standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of visitors of the Social Media Pages or the public, or could create liability for the Association.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of our Social Media Pages.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through our Social Media Pages. YOU WAIVE AND HOLD HARMLESS THE ASSOCIATION

AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on our Social Media Pages, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any visitors or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section. To the greatest extent allowed by law, you disclaim any claim against us for any action by a third party.

#### **CHANGES TO THE POLICY**

We may revise and update this Policy from time to time in our sole discretion. All changes are effective immediately when we post the updated Policy after we make the change. Your continued use of our Social Media Pages following the posting of a revised version of the Policy means that you accept and agree to the changes. We recommend that you periodically check this Policy to see if a new version has been posted as indicated by the last modified date at the top of this Policy.

#### **YOUR COMMENTS AND CONCERNS**

All feedback, comments, questions, and other communications relating to the Policy should be directed to: [kris@ncsfa.com](mailto:kris@ncsfa.com).

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