

## **Agenda Item #14    Electronic Communications, Website and Social Media Policy**

### **Resolution:**

THEREFORE BE IT RESOLVED, that the AFA Board of Directors adopts the following policy recommendations of the Electronic Communications, Website and Social Media Committee.

### **Sample Disclaimer**

#### **Terms and Conditions**

##### **A. Your Acceptance**

Thank you for visiting the Association of Flight Attendants-CWA, AFL-CIO's (AFA) Facebook page. The opinions expressed on this Fan Page represent the views of individuals, and not necessarily the views of AFA, or of any of its members or staff. All users of this web site agree that their access to and use of this web site are subject to the terms and conditions set forth in this legal notice and all applicable laws, and that any such access or use is undertaken at the user's own risk. These terms and conditions further are subject to change at any time without prior notice. By visiting our Facebook page you agree to these terms and conditions. Please follow the Facebook terms and conditions, as well as the following guidelines, when posting comments or other material:

##### **B. General Use of the Facebook Group—Permissions and Restrictions**

Note that individual posts from third parties don't necessarily reflect accurate interpretations of your Collective Bargaining Agreement. Questions about the terms and conditions of your employment should be directed to your MEC or LEC officers. AFA is not responsible for content linked to this social media account.

- Be aware of policies—which vary by carrier—regulating communications over social media.
- Never post inappropriate work or other personal information. If your post can lead to discipline by your supervisor at work, or lead to civil liability or criminal charges, it is inappropriate.
- Use discretion when posting on this publically-accessible social media platform.
- Do not disparage individuals, companies, unions, or other organizations.
- Abusive, profane, hurtful, defamatory, harassing, or otherwise offensive language will be deleted.
- Only post relevant material and do not duplicate postings. Avoid spam, advertisements, or solicitations.
- Postings which violate copyright or trademark laws, or that are otherwise unlawful will be subject to removal.
- We may also remove information that violates privacy laws, industry regulations or postings that don't follow Facebook's terms of use (<http://www.facebook.com/policies>).
- Please contact \_\_\_\_\_ if you believe there is objectionable content posted on this page.

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### **C. Warranty Disclaimer**

THIS Facebook Group (AKA "WEBSITE") IS PROVIDED TO YOU "AS IS." YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AFA, AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS (COLLECTIVELY, THE "AFA PARTIES"), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE AFA PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. NOR DO THE AFA PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE AFA PARTIES DO NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

### **D. Limitation of Liability**

IN NO EVENT SHALL THE AFA PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS FACEBOOK GROUP (AKA "WEBSITE"), INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AFA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE AFA PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE AFA PARTIES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUT OF YOUR USE OF AND ACCESS TO THE WEBSITE OR YOUR VIOLATION OF ANY OF THIS USER AGREEMENT. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE THIS USER AGREEMENT AND YOUR USE OF THE WEBSITE.

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### **E. Miscellaneous**

You and AFA agree that any cause of action arising out of or related to the Facebook Group must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

This User Agreement is made effective as of May 1, 2015.

### **Officer/Representative Social Media Policy**

The Association of Flight Attendants-CWA, AFL-CIO respects the right of its officers and representatives to use Facebook and other social media tools not only as a form of self-expression, but also as a means to further AFA's presence online. It is important that our officers and representatives are aware of the implications of engaging in social media and online conversations that reference AFA, airline employers, or government agencies, and that they recognize when the Union might be held responsible for their behavior. Our expectations for personal and professional/official use of social media are set forth separately below:

- Be trained. All authorized Union spokespeople must complete the necessary AFA-authorized internal training before speaking on behalf of AFA. AFA International will provide the standardized training.
- Follow all applicable Union policies and all other applicable provisions of the AFA Constitution & By-Laws, especially Article XV (Ethical Practices Code) and the AFA Mutual Respect Policy.
- Disclose your specific affiliation with AFA (i.e. Master Executive Council, President, AFA-Envoy Airlines). Any officer or representative speaking on behalf of his/her members must be transparent and disclose his/her affiliation. Failure to do so could result in detrimental legal ramifications for both you and the Union.
- Where practical, use a separate account for personal use.
- Show respect and humility when posting.
- When in doubt, do not post.
- When in doubt, ask a member of the legal staff.
- Remember, your postings online are permanent (even when subsequently deleted). Be sensitive to political issues you comment on.
- Respect offline conversations, and do not share these conversations online unless you have written permission to do so.
- Be aware of your airline's applicable social media policies.
- Don't discuss confidential or proprietary information of either your airline or AFA (including, but not limited to, information from grievance or Employee Assistance Program (EAP) representation, or Company finances).

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- Do not claim ownership of something that is not yours. This means that if you are using another's content you must ask permission before using it and credit them for it. Images found on the Internet, Company logos, and even sounds may be trademarked or copyrighted.
- If you manage an official AFA social media account, that account is AFA property. This means that you don't get to take it with you if you leave the Union position. Thus, you cannot change the password or the account name, or create a similar sounding account, or have any ownership of the contacts and connections you have gained through the account.
- Please note that while the language in this policy is informal, it is an official policy.

### **Member Social Media Disclaimer**

The Association of Flight Attendants-CWA, AFL-CIO respects the right of its members to use Facebook and other social media tools not only as a form of self-expression, but also as a means to further AFA's presence online. It is important that our members are aware of the implications of engaging in social media and online conversations that reference AFA, airline employers, or government agencies, and that they recognize when the Union might be held responsible for their behavior. Our expectations for use of social media are set forth separately below:

- Follow all applicable Union policies and all other applicable provisions of the AFA Constitution & By-Laws, especially the AFA Mutual Respect Policy.
- Show respect and humility when posting.
- When in doubt, do not post.
- When in doubt, ask your elected officers.
- Remember, your postings online are permanent (even when subsequently deleted). Be sensitive to political issues you comment on.
- Respect offline conversations, and do not share these conversations online unless you have written permission to do so.
- Be aware of your airline's applicable social media policies.
- Don't discuss confidential or proprietary information of either your airline or AFA (including, but not limited to, information from a grievance or the Employee Assistance Program (EAP), or Company finances).
- Do not claim ownership of something that is not yours. This means that if you are using another's content you must ask permission before using it and credit them for it. Images found on the Internet, Company logos, and even sounds may be trademarked or copyrighted.
- Please note that while the language in this policy is informal, it is an official policy.

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