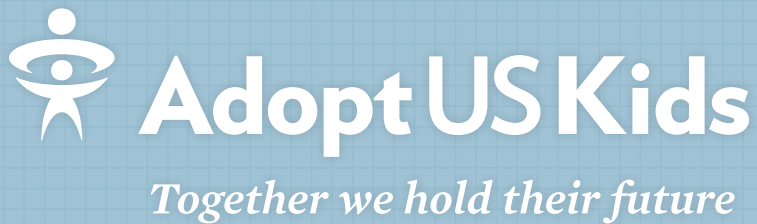


*Facebook for
Child Welfare Professionals:*

**DEVELOPING A
TERMS OF USE POLICY**

for Your Agency's Facebook Page



Benefits of Having a Terms of Use Policy

In most cases, people who interact with your agency through your Facebook page will post comments and information in courteous and polite ways. Most of your agency's fans on Facebook will likely be current and prospective foster, adoptive, and kinship families who are seeking information or are genuinely interested in what your agency is doing, and their conduct will reflect a desire to interact with you accordingly.

However, there may be times when people commenting on your agency's posts or posting to your agency's Facebook page behave in a way that is inappropriate or aggressive, or otherwise creates a hostile environment for other people who interact with your agency through Facebook. In order to be prepared for those rare instances, we advise agencies to have a Terms of Use policy as part of their Facebook page. You can use this policy to offer guidelines for what is acceptable behavior by those who use your Facebook page; it should cover instances such as the use of profanity, threatening language, spam posts, confidentiality of children in care, etc. Your agency can define what constitutes a spam post within your Terms of Use policy; we recommend including in your definition: comments or posts on your agency's page that promote products or services that are irrelevant to the topics typically discussed on your Facebook page. Or, you might decide to use a stricter definition, and prohibit all posts or comments that promote any goods or services.

Best Practices for Enforcing Your Terms of Use Policy

Your agency should not use a Terms of Use policy as a rationale for removing posts or comments that offer criticism or complaints. Social media best practices call for allowing these types of posts, when they are expressed appropriately, and making a concerted effort to address the person's concerns. Given the public nature of social media conversations, it will reflect well on your agency—to everyone who witnesses the interaction—when you make a sincere attempt to resolve these issues.

Below is the AdoptUSKids' Facebook page's Terms of Use policy. We modeled ours, in part, after one of the Facebook pages for the U.S. Department of State, with some minor changes and additions specific to our communications. We encourage child welfare agencies to use this as a template for your own Terms of Use and modify it as appropriate.

AdoptUSKids Facebook Page Terms of Use

1. Acceptance of Terms

Welcome to the AdoptUSKids page on Facebook! As you will note on our Facebook page, AdoptUSKids is a service of the Children's Bureau of the U.S. Department of Health and Human Services, within whose regulations all AdoptUSKids activities, including the AdoptUSKids Facebook page (the "AdoptUSKids Page"), are operated. AdoptUSKids provides this service to you, subject to the following Terms of Use ("TOU"), which may be revised or updated by AdoptUSKids at any time without notice. You can review the current version of the TOU here at any time.

2. Purpose

The purpose of the AdoptUSKids Page is to engage audiences on issues related to adoption from U.S. foster care, and to provide relevant resources to adoption professionals and families who have adopted children from foster care or in the process of pursuing adoption from foster care.

3. Security

Your use of the AdoptUSKids Page is voluntary. You are responsible for maintaining the confidentiality of your login, and are fully responsible for all activities that occur under your login. AdoptUSKids cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

4. Member Conduct

We reserve the right to monitor the AdoptUSKids Page. That means all user comments and posts and all other information provided by users (“User Content”) may be reviewed after being posted. In addition, AdoptUSKids expects that users will treat each other, as well as AdoptUSKids employees, with respect. AdoptUSKids may remove User Content that contains vulgar or abusive language; personal attacks of any kind; offensive terms that target specific people or groups (ethnic, racial, religious, etc.); or other material that is unlawful, defamatory, invasive of another’s privacy or otherwise deemed objectionable by AdoptUSKids in its sole discretion. AdoptUSKids may also remove User Content that is spam, is “off topic,” or that promotes services or products.

Any references to commercial entities, products, services, or other organizations or individuals posted by Facebook users (and not deleted by the AdoptUSKids Page administrators) are provided solely for the information of individuals using the AdoptUSKids Page. These references are not intended to reflect the opinion of AdoptUSKids or its representatives or employees concerning the significance, priority, or importance to be given the referenced entity, product, service, or organization. Such references are not an official or personal endorsement of any product, person, or service, and may not be quoted or reproduced for the purpose of stating or implying AdoptUSKids’ endorsement or approval of any product, person, or service.

5. Copyright Information

The AdoptUSKids Page is intended for personal, noncommercial use. All materials posted or made available on the AdoptUSKids Page by AdoptUSKids (the “Content”) are protected by copyright and other intellectual property laws, and are owned or controlled by AdoptUSKids or the person credited as the provider of the Content. You shall abide by all additional copyright or other notices, information or restrictions appearing in conjunction with any Content accessed through the AdoptUSKids Page. The AdoptUSKids Page is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws. Except as expressly set forth herein, you may not modify, adapt, translate, exhibit, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, display or in any way exploit any of the Content in whole or in part. You may download or copy the Content and other downloadable items displayed on the AdoptUSKids Page for personal, noncommercial use only, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without the prior written permission from AdoptUSKids or the copyright holder identified in the individual Content’s proprietary notices including copyright notice. In addition, please note that Content within child or sibling group profiles may not be copied or displayed publicly without first obtaining the express written consent of AdoptUSKids, which may be requested at info@adoptuskids.org.

6. Information Quality Guidelines

Every effort is made by AdoptUSKids to provide accurate and complete information. However, we cannot guarantee that there will be no errors in information that we post on the AdoptUSKids Page. If you have questions about original information created by AdoptUSKids posted on the AdoptUSKids Facebook page, please contact us at info@adoptuskids.org or 888-200-4005. For questions about information linked to but not created by AdoptUSKids (such as news articles, external blogs, etc.), please contact the originating source.

You acknowledge and agree that AdoptUSKids may preserve User Content and may also disclose such User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of AdoptUSKids, its users and the public.

Seek Your Agency's Guidance Before Implementing These Ideas

The guidelines in this document apply equally to both public child welfare staff and the staff of private agencies that provide services on behalf of the public agency.

Child welfare systems across the country are in varied stages of exploring and using social media. The ideas included in this document are general suggestions for ways to use social media in child welfare work and are intended for agency leaders and managers as they decide if and how social media can support their communication, outreach, and engagement efforts. As with all new approaches, you should consider how these suggestions might work within the context of your jurisdiction and your State's public child welfare agency's policies, guidelines, and best practices. The ideas and tips included here should not be used if they conflict with any policies of your State's public child welfare agency, regardless of whether your relationship with the agency is that of employee-employer or contractual, and should only be implemented with the support of the public agency's leadership.

You understand that the technical processing and transmission of the AdoptUSKids Page, including User Content, may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree that if you post User Content that contains statements or depictions of violence against any person, group of people, or organization, AdoptUSKids may report this incident and any such User Content to the appropriate law enforcement agencies.

7. Content Submitted or Made Available for Inclusion on the AdoptUSKids Page

AdoptUSKids does not claim ownership of User Content that you post on the AdoptUSKids Page. AdoptUSKids only claims ownership of Content that we generate. AdoptUSKids takes no responsibility for, nor does it endorse, represent or warrant the accuracy of any User Content. AdoptUSKids takes no responsibility for the inclusion of third-party links or other third-party content such as articles in User Content. You agree that you are responsible for securing any necessary consent, waiver, release, license or permission for your reuse or inclusion of any third-party links or other third-party content in any User Content that you post on the AdoptUSKids Page.

You grant to AdoptUSKids an irrevocable, perpetual, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, transmit and publicly display User Content (in whole or part) that you post on the AdoptUSKids Page in any media, without compensation, notification, approval or other obligation to anyone, including you.

8. Indemnity

You agree to indemnify and hold AdoptUSKids, and its officers, employees, independent contractors, agents, representatives, affiliates and other partners, harmless from any claim, demand, action, damages, losses or costs, including reasonable attorneys' fees, made by any third party in connection with, related to or arising out of any User Content that you submit, post, transmit or make available through the AdoptUSKids Page, your use of the AdoptUSKids Page, your connection to the AdoptUSKids Page, your violation of the TOU, or your infringement upon or violation of any copyright, trademark or other intellectual property rights of another.

9. Modifications to Service

AdoptUSKids reserves the right to, at any time, modify or discontinue, temporarily or permanently, the AdoptUSKids Page (or any part or Content thereof). You agree that AdoptUSKids shall not be liable to you or to any third party for any modification, suspension or discontinuance of our presence on or Content posted to Facebook.

10. Links

The AdoptUSKids Page will at times provide external links solely for our users' information and convenience. When you select a link to an external website, you are leaving the AdoptUSKids Page and are subject to the terms of use, privacy policies and security policies of the owners or sponsors of such external website. AdoptUSKids may provide, or users or other third parties may provide, links to other websites or resources through the AdoptUSKids Page. In addition, Facebook may contain links to other websites or resources. You acknowledge and agree that AdoptUSKids shall not be responsible for the availability of such external sites or resources, and does not endorse and shall not be responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that AdoptUSKids shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, products, services or other materials available on or through any such site or resource. AdoptUSKids shall not be responsible for the terms of use or the privacy or security policies or practices of the owners or sponsors of other websites. When you leave the AdoptUSKids Page and navigate to any other website, you should read the privacy statements of each such website.

11. Facebook's Privacy Policy

By using or accessing Facebook, and the AdoptUSKids Page, you are accepting the practices described in Facebook's privacy policy. For more information on Facebook's privacy policy, go to <http://www.facebook.com/about/privacy/>.

Contacting AdoptUSKids

If you have any questions about the TOU, please contact AdoptUSKids via email at info@adoptuskids.org or by phone at 888-200-4005.



Toll-Free
888-200-4005

Email
INFO@ADOPTUSKIDS.ORG

WWW.ADOPTUSKIDS.ORG

AdoptUSKids is operated by the Adoption Exchange Association and is made possible by grant number 90CQ0003 from the Children's Bureau. The contents of this resource are solely the responsibility of the Adoption Exchange Association and do not necessarily represent the official views of the Children's Bureau, ACYF, ACF, or HHS. The Children's Bureau funds AdoptUSKids as part of a network of National Resource Centers established by the Children's Bureau.

