

# Sealant, Waterproofing & Restoration Institute

## Social Media Policy

**Overview:** The Sealant, Waterproofing & Restoration Institute (the “Institute”) encourages communication among its members, staff, and non-members. Web logs (blogs), social networks, discussion forums, wikis, video, and other social media – including, but not limited to Twitter, LinkedIn, Facebook and the Institute’s web page - can be a great way to stimulate conversation and discussion (referred to collectively as “Social Media”). Social Media can also be an invaluable tool for members who want to share information about the sealant, waterproofing and restoration industry. This Social Media Policy (sometimes referred to herein as the “Policy”) applies to all blogs, wikis, forums, and social networks hosted or sponsored by the Institute. In addition, this Social Media Policy incorporates by reference any policy or license agreement set forth on the Institute’s specific social media platform, forum, network, blog, wikis, and video.

**Agreement for Use of the Institute’s Social Media:** Users of the Institute’s Social Media agree that by/ using the Institute’s website, including mobile applications, platforms, services, or other information provided as part of the Social Media, users are entering into a legally binding agreement with the Institute. If users are using the Social Media on behalf of a company or other legal entity, such entity may have a separate agreement with the Institute, but the actual user is nevertheless individually bound by this Policy. If users do not want to become bound by this Policy, users should NOT access, view, download or otherwise use any of the Institute’s Social Media. By becoming a user, the user acknowledges that he/she has read and understood the terms and conditions of this Policy and that he/she agrees to be bound by all of its provisions. The Social Media should not be used as a forum for advertisements for products or services. In addition, the Social Media should not be used as a forum for job posting or job solicitation.

**Applicable Laws:** Users must comply with all applicable laws and this Policy, as may be amended from time to time with or without advance notice. All users of the Social Media agree that all claims shall be governed by the laws of the State of Missouri (without regard to its conflict of law provisions) and the forum shall be limited to the federal and state courts of Jackson County, Missouri.

**License and Warranty for User’s Submissions:** Users own the information they provide pursuant to this Policy, and may request its deletion at any time, unless the user has shared information or content with others and they have not deleted it, or it was copied or stored by other users. Additionally, users grant the Institute a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sub-licensable, fully paid up and royalty-free right to the Institute to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information the user provides, directly or indirectly to the Institute, including but not limited to any user generated content, ideas, concepts, techniques or data to the services, users submit to the Institute, without any further consent, notice and/or compensation to the user or to any third parties. Any information the user submits to the Institute is at the user’s own risk of loss. By providing information to the Institute, the user represents and warrants that the user is entitled to

submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights.

**Eligibility to Use the Institute's Social Media:** To be eligible to use the Social Media, the user must meet the following criteria and represent and warrant that the user: (1) is 18 years of age or older; (2) is not currently restricted from using the Social Media, (3) has full power and authority to enter into the agreement to be bound by the terms of the Policy and doing so will not violate any other agreement to which the user is a party; (4) will not violate any rights of the Institute, including intellectual property rights such as copyright or trademark rights; and (5) agrees to provide at user's cost all equipment, software, and internet access necessary to use the Social Media.

**Indemnification:** The user shall indemnify the Institute and hold the Institute harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) the user's failure to comply with this Agreement, including, without limitation, the user's submission of content that violates third party rights or applicable laws, (2) any content the user submits to the Social Media, and (3) any activity in which the user engages in, by or through the Institute.

**Notification of Acts Contrary to this Policy:** If the user believes that the user is entitled or obligated to act contrary to this Policy under any mandatory law, the user agrees to provide the Institute (sent to the Institute with attention to its Legal Counsel) with detailed and substantiated explanation of the user's reasons in writing at least 30 days before the user acts contrary to this Policy, to allow the Institute to assess whether the Institute may, at its sole discretion, provide an alternative remedy for the situation, though the Institute is under no obligation to do so.

**Mobile Services:** The Institute may offer the Social Media through mobile applications created by it or third party developers (the "Services"). If users utilize the Social Media through a mobile device, the users agree that information about the user's use of the Social Media through the mobile device and carrier may be communicated to Institute, including but not limited to the user's mobile carrier, mobile device, or physical location. In addition, use of the Social Media through a mobile device may cause data to be displayed on and through the user's mobile device. By accessing the Services using a mobile device, the user represents that to the extent the user imports any of the user's data to his/her mobile device that the user has authority to share the transferred data with the mobile carrier or other access provider. The user acknowledges that the user is responsible for all charges and necessary permissions related to accessing the Social Media through the user's mobile access provider. Therefore, users should check with their provider to find out if the Services are available and the terms for these services for your specific mobile devices. Finally, by using any downloadable application to enable use of the Social Media, users are explicitly confirming the user's acceptance of the terms of any End User License Agreement associated with the application provided at download or installation, or as may be updated from time to time.

**Institute's Copyrights and Trademarks:** The Institute reserves any and all rights to the Institute's copyrights and trademarks set forth or otherwise displayed on the Social Media. No

part of the Social Media shall be reprinted and/or altered without the written consent of the Institute.

**User-to-User Communication and Sharing Information:** The Institute may offer various forums and blogs where users can post their observations and comments on designated topics. The Social Media also enables sharing of information by allowing users to post updates, including links to news articles and other information. Ideas posted by users and information shared by users may be seen and used by other users, and the Institute cannot guarantee that other users will not use the ideas and information shared on the Social Media. Therefore, if users have an idea or information that they would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by sharing it, users should not post it to any Social Media. **THE INSTITUTE IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION THE USER POSTS ON THE SOCIAL MEDIA.**

**Disclosure of User Information:** Users acknowledge, consent and agree that the Institute may access, preserve, and disclose user's information provided by the user if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in the Institute's opinion to: (1) comply with legal process, including but not limited to civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Policy; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a user, individual, or government agency; (4) protect the rights, property, or personal safety of the Institute, its members, the users of the Social Media or the public.

**Removal of Content and Termination of Social Media:** The Institute may modify, replace, refuse access to, suspend or discontinue any or all of the Social Media, partially or entirely, or change and modify access to the Social Media at any time in its sole discretion. All of these changes shall be effective upon their posting or by direct communication to the users unless otherwise noted. The Institute further reserves the right to withhold, remove and or discard any content available, with or without notice if deemed by the Institute to be contrary to this Policy or Agreement. For avoidance of doubt, the Institute has no obligation to store, maintain or provide users with a copy of any content that they provide when using the Social Media.

**Disclaimer:** Despite efforts to keep the Social Media information timely and accurate, users should be aware that the information available through the Social Media may not be timely, accurate, or complete. No communication to the Institute through the Social Media shall be deemed to constitute legal or official notice for any purpose. Users are encouraged to consult with appropriate professional advisors for advice concerning specific matters before making any decision, and the Institute disclaims any responsibility or liability for positions taken by individuals or entities in their individual cases for any misstatement, misunderstanding and losses, directly or indirectly, on the part of the users. The Institute's use of the Social Media is provided as a public service. The Institute disclaims liability for ads, videos, promoted content or comments accessible from any external web page. The responsibility of external content or comments rests with the organizations or individuals providing them. Any inclusion of external content or comments on the Social Media does not imply endorsement by the Institute. The Institute has not reviewed all of the sites that may be linked to its Social Media and is not

responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Institute of the site. Use of any such linked web site is at the user's own risk.

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**Termination of User's access to Social Media:** The Institute may restrict, suspend or terminate any user who abuses or misuses the Social Media at any time in the Institute's sole discretion.

Misuse of the Social Media includes any violation of this Policy; abusing the messaging services; creating multiple or false profiles; using the Social Media commercially without the Institute's authorization, infringing any intellectual property rights, or any other behavior that the Institute, in its sole discretion, deems contrary to its purpose. Upon the termination of user, the user loses access to the Social Media. In addition, the Institute may block access to the Social Media from an IP address or range of IP addresses associated with those of terminated users.

**Antitrust Restrictions:** All users must comply with the Institute's Antitrust Policy which is incorporated herein by reference. Users shall NOT communicate using the Social Media to make anti-competitive agreements, share competitively-sensitive information, or disparage members or third parties.

This Policy may be amended, modified and/or deleted at any time by the Institute without notice. By using the Social Media the user is agreeing to be bound by the then current version of this Policy.

#### **Do's and Don'ts in the Use of the Social Media:**

##### **Users shall undertake the following when using the Social Media:**

1. Comply with this Policy;
2. Comply with the Institute's Antitrust Policy;
3. Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
4. Provide accurate information to us and update it as necessary;
5. Review and comply with the Institute's Privacy Policy;
6. Review and comply with notices sent by the Institute concerning the Social Media; and
7. Use the Social Media in a professional manner.

##### **Users shall Not undertake the following when using the Social Media:**

1. Communicate, share information or encourage anticompetitive practices (such as price fixing, market allocation and group boycotts) if users would be otherwise prohibited from doing so elsewhere.
2. Act dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to the Social Media;
3. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Social Media except as permitted in this Policy or as expressly authorized by the Institute;
4. Advertise a product or service;
5. Post a job opening or solicit for a job;
6. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Social Media, or any part thereof;
7. Include information that reveals sensitive personal information such as an email address, phone number or address or is confidential in nature;
8. Creating a user profile for anyone other than a natural person;

9. Imply or state, directly or indirectly, the user is affiliated with or endorsed by the Institute unless authorized by the Institute in writing;
10. Adapt, modify or create derivative works based on the technology underlying the Social Media, or other users' content, in whole or part;
11. Rent, lease, loan, trade, sell/re-sell access to the Social Media or any information therein, or the equivalent, in whole or part;
12. Use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the site;
13. Use bots or other automated methods to add or download contacts, send or redirect messages or other permitted activities;
14. Attempt to or actually override any security component included in or underlying the Social Media;
15. Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications to other users or Institute personnel, attempts to gain unauthorized access, or transmission or activation of computer viruses;
16. Remove any copyright, trademark or other proprietary rights notices contained in or on the Social Media;
17. Harass, abuse or harm another person, including sending unwelcomed communications to others using the Social Media;
18. Collect, use or transfer any information, including but not limited to, personally identifiable information obtained from the Social Media except as expressly permitted in this Policy or as the owner of such information may expressly permit;
19. Interfere with or disrupt the Social Media, including but not limited to any servers or networks connected to the Social Media;
20. Use or attempt to use another's account without authorization from the Institute;
21. Infringe or use the Institute's trademarks;
22. Upload, post, email, transmit or otherwise make available or initiate any content that:
  - a. Falsely states, impersonates or otherwise misrepresents the user's identity;
  - b. Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
  - c. Includes information that the user does not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - d. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
  - e. Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - f. Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of the Institute or any user of the Social Media;

***Revised March 2014.***