



## MULTIPLES OF AMERICA SOCIAL MEDIA POLICY Updated August 2020

Participation in Multiples of America (“MOA”) private groups on social media is open to our "ongoing" members only. To ensure the best possible experience for all members, we have established this Social Media Policy (“Policy”) which contains some basic rules for participation which is only for members who maintain their membership in MOA.

By joining a MOA social media Group or Website, you acknowledge that you have read and agree that you will adhere to this Policy. You also agree to reserve discussions for topics best suited to the medium. Social media outlets provide an opportunity to solicit the advice of peers, benefit from others’ experience, and participate in ongoing conversations. Questions about this Policy should be directed to [info@multiplesofamerica.org](mailto:info@multiplesofamerica.org).

Take a moment to acquaint yourself with these important rules. If you have questions, contact [info@multiplesofamerica.org](mailto:info@multiplesofamerica.org). In order to preserve a climate that encourages both civil and fruitful dialogue, MOA reserves the right to suspend or terminate participation in any of its social media outlets by those who violate this Policy.

### The Rules

- Do not post commercial messages on any MOA Group or Website. Information posted will be available for all to see, and comments are subject to defamation and antitrust laws.
- All defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited. Do not post anything that you would not want the world to see or that you would not want anyone to know came from you. MOA reserves the right to remove from a Group or Website any messages deemed by MOA to be inappropriate.
- Do not post any information or other material protected by copyright without the permission of the copyright owner. By posting material, the posting party warrants and represents that he or she owns the copyright with respect to such material or has received permission from the copyright owner to post such material and to grant others the right to use such material. In addition, the posting party grants MOA and participants in its social media Groups and Websites the nonexclusive right and license to display, copy, publish, distribute, transmit, print, and use such information or other material.
- Remember that social media participants have the right to reproduce postings.
- All messages must be on topic; i.e., related to the purposes of MOA. MOA reserves the right to reject any message or post for any reason.

- MOA is not responsible for the content of third-party sites to which you may gain access through linking from a MOA Group site.
- As a 501(c)(3) non-profit organization, members must refrain from any political/legislative posts to maintain our tax-exempt status.

## **Legal Notice**

MOA's social media outlets are provided as a service of MOA for its members. MOA is not responsible for the opinions and information posted by others. MOA and the administrator of a particular social medium disclaim all warranties with regard to information posted, whether posted by the administrator, MOA or any third party; this disclaimer includes all implied warranties of merchantability and fitness for a particular purpose. In no event shall the administrator or MOA be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with the use or performance of any information posted on any MOA social media outlet.

Participants in MOA social media Groups or Websites acknowledge that their use of and participation in those outlets are solely by permission of MOA. No participant shall acquire any ownership or other right in any intellectual or other property right of MOA by reason of such participation.

MOA's intent is to comply at all times with federal and state antitrust laws. Accordingly, messages should not be posted if they encourage or facilitate any agreement that either expressly or impliedly tends to restrict competition. Messages that encourage or might facilitate an agreement about the selection, rejection, or termination of suppliers must be particularly avoided.

MOA and the administrator of any Group or Website actively monitor the site for inappropriate postings but do not undertake editorial control of postings. However, in the event that any inappropriate posting is brought to the administrator or MOA's attention, the administrator or MOA will take all appropriate action, including removal of the posting.

MOA reserves the right to terminate access to any user who does not abide by these rules.

MOA reserves the right to modify this Policy at any time, and each participant who participates in the Group following any such modification agrees to be bound by the terms of any such modified Policy.

Each participant in MOA's social media outlets agrees to indemnify, defend, and hold MOA and the administrator of each Group and Website harmless from any claims arising in any manner out of such participant's posting of any message or such participant's actions in response to any message posted to a Group or Site.

Each participant agrees that the law of the State of Tennessee in the United States of America will apply to all matters relating to this Policy and to MOA's social media outlets. In addition, each

participant agrees and consents that, if there is ever any legal action against MOA arising out of use of these media, the state and federal courts located in Nashville, Tennessee, USA, will have exclusive jurisdiction and be the exclusive venue for any such legal action. Each participant agrees that the courts in that jurisdiction will have the right to exercise personal jurisdiction over such participant in connection with any claim involving such participant's postings to a Group or Site or actions in response to any posting.