Chinook Indian Nation
And
Confederated Lower Chinook Tribes and Bands

SOCIAL MEDIA – POLICIES AND PROCEDURES

Introduced by CIN Communications Committee
Adopted by CIN Tribal Council at a vote held on Saturday, September 14, 2019, at which time quorum was present by a vote 6 For, 0 Against, and 1 Abstained.

SECTION 1: PURPOSE
a. To promote the timely and efficient sharing of accurate information by Chinook Indian Nation and Confederated Lower Chinook Tribes and Bands through Chinook Social Media Sites.
b. To provide the opportunity for Users to post and comment on Chinook programs, services, events, issues and activities, subject to the limitations of this policy.
c. To establish policies governing the Use of Chinook Social Media Sites.

SECTION 2: SCOPE
a. This policy applies to ALL Users of Chinook Social Media Sites.
b. This Policy does not apply to an Authorized Administrator when acting in connection with the government business of Chinook Indian Nation and Board of Directors of Confederated Lower Chinook Tribes and Bands.

SECTION 3: DEFINITIONS
For the purpose of this Policy, the below capitalized terms, whether used as stated below or as a derivative of any such term, shall have the following meanings:
a. “Authorized Administrator” means the appointed Communications Committee, Tribal Council’s Administrative Assistant and external consultants that are hired by Tribal Council and have been authorized to access and moderate Chinook Social Media Sites;
b. “Chinook” means the sovereign Chinook Indian Nation, as well as the nonprofit Confederated Lower Chinook Tribes and Bands, excluding the Chinook Canoe Family;
c. “Chinook Social Media Site: means a public Social Media Site established by or on behalf of Chinook Indian Nation and Confederated Lower Chinook Tribes and Bands in connection with the government business of Chinook Indian Nation and Board of Directors of Confederated Lower Chinook Tribes and Bands;
d. “Commercial Use” means use for any promotional or financial gain;
e. “Communications Committee” means Chinook Indian Nation Tribal Council approved members;
f. “External Site” means any Social Media Site other than a Chinook Social Media Site or any website established by or on behalf of Chinook Indian Nation and the Confederated Lower Chinook Tribes and Bands;
g. “Policy” means this Social Media Policies and Procedures;
h. “Private Chinook Indian Nation Social Media Groups” means Social Media Site groups that are for Chinook Indian Nation Tribal Members only;
i. “Social Media” includes web logs (blogs), wikis, micro-blogging sites, social networking sites, video sharing sites, and book making sites, including without limitation, Twitter, Instagram, Tumbler, Facebook, YouTube and GoFundMe;
j. “Social Media Site” means a Social Media website hosted by a third-party provider that facilitates user communication, collaboration or participation including through the submission of User content;

k. “Tribal Council” means the governing body of Chinook Indian Nation as set forth in the Nation’s Constitution;

l. “Tribal Member” means an enrolled member of Chinook Indian Nation.

m. “Use” means to access, browse, or otherwise use a Chinook Social Media Site, including without limitation, but submitting any User Content;

n. “User” means any person who Uses a Chinook Social Media Site, excluding an Authorized Administrator acting in connection with the government business of Chinook Indian Nation and Confederated Lower Chinook Tribes and Bands; and

o. “User Content” means all up-loads, posts or comments to a Chinook Social Media Site by a User of any nature whatsoever and regardless if form.

SECTION 4: ACCEPTANCE

a. All Users must read this Policy carefully before Using a Chinook Social Media Site;

b. By Using a Chinook Social Media Site, a User is deemed to have read and accepted this Policy.

c. Any person who does not wish to be subject to this Policy must not, and is not permitted to, Use a Chinook Social Media Site.

SECTION 5: AMENDMENTS

a. Chinook Indian Nation Tribal Council reserves the right to amend this Policy at any time. In such event, the revised Policy will be posted on or linked to Chinook Social Media Sites or Chinook Indian Nation’s website located at http://www.chinooknation.org.

b. All Users are responsible for becoming familiar with any amendments to this Policy. By Using a Chinook Social Media Site after any amendment to this Policy, a User is deemed to have read and accepted this Policy as amended. Any person who does not wish to be subject to any amendment to this Policy must not, and is not permitted to, Use a Chinook Social Media Site after posting and linking is set forth in section 5a. above.

SECTION 6: DISCLAIMER

a. Chinook Social Media Sites are hosted and controlled by third-party providers. Any Use of Chinook Social Media Sites in subject to terms and conditions and policies of such third-party providers. For instance, Facebook has in effect a Statement of Rights and Responsibilities that contains terms of service governing its relationship with users. Chinook has no control over the functionality offered by, and the legal terms governing, Chinook Social Media Sites, as determined by third-party providers. Accordingly, Chinook Indian Nation and the Confederated Lower Chinook Tribes and Bands has no control over and is not responsible for any content, advertisements and postings that are part of the environment of Chinook Social Media Sites, as established by third-party providers.

b. All Users of a Chinook Social Media Site do so at their own risk. Chinook Social Media Sites are provided on a “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the fullest extent permitted by applicable law, CHINOOK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT. Chinook makes no representations of warranties of any kind, including without limitation, that Use of a Chinook Social Media Site will: (1) be timely and uninterrupted; (2) meet a User’s requirements or expectations; (3) be free from errors; (4) the defects will be corrected; (5) be free of viruses or other harmful components; (6) contain only accurate information; or (7) contain only User Content that is consistent with this Policy. No advice or information, whether oral or written, obtained from Chinook or through a Chinook Social Media Site, will constitute a representation or create any warranty or other obligation enforceable against Chinook.
SECTION 7: POSTING POLICY

a. Chinook Social Media Sites are not open public forums for the discussion of all topics. Rather, all such Chinook Social Media Sites are limited public forums designated for a discussion of certain topics.

b. Chinook Social Media Sites are intended to encourage discussion regarding Chinook programs, services, projects, events, issues and activities. Users may only initiate posts, and comment on existing posts, through Chinook Social Media Sites on the topics of Chinook programs, services, projects, events, issues and activities.

c. Chinook Social Media Sites shall not be use:
   1. In connection with any Commercial Use, including without limitation, to submit any bid or business proposal;
   2. To file any complaint, grievance, notice, process, claim, demand, answer, or exhaust any legal administrative remedy;
   3. To report any criminal activity/hearsay; or
   4. Submit any media inquiry.

d. All User Content must be related to the discussion of Chinook programs, services, projects, events, issues and activities. The following User Content is prohibited:
   1. Any that is not topically related to Chinook programs, services, projects, events, issues and activities;
   2. Any that is not topically related to the specific post or comment;
   3. Any that involves Commercial Use, including without limitation, any that advertises any commercial services, products or entity;
   4. Any that involves political statements, including without limitation, that endorses or opposes any political candidate, petition, referenda, or initiative, unless approved by Chinook Indian Nation Tribal Council;
   5. Any that promotes, fosters or perpetuates discrimination on the basis of color, age, religion, national origin, gender, marital status, status with regard to public assistance, physical or mental disability, or sexual orientation;
   6. Any that includes vulgar, offensive, threatening, bulling or harassing language, personal attacks or unsupported accusations;
   7. Any that involves obscene or sexual content;
   8. Any that involves information that may tend to compromise the safety and security of the public;
   9. Any that violates any intellectual property rights of any nature whatsoever of than third party;
   10. Any that is illegal or encourages or promotes any illegal activity, including without limitation, uploading or sharing any User Content that exploits or abuses children;
   11. Any that involves confidential information, including without limitation, social security numbers, credit card numbers, home addresses, phone numbers, email addresses, or account passwords; or
   12. Any that impersonates another person or whose purpose is to deceive or mislead.

e. Chinook Social Media Sites are moderated by Chinook and User Content will be periodically reviewed. Although Chinook will not remove User Content solely because Chinook disagrees with the viewpoint, Chinook reserves the right to remove any User Content that does not comply with this Policy.

f. Prior to removing any User Content, an Authorized Administrator will take a screenshot of the original User Content that will be deleted and will prepare and maintain a description detailing why the User Content was removed.
SECTION 8: PRIVATE SOCIAL MEDIA GROUPS

a. Chinook Indian Nation Private Social Media Groups are moderated by Chinook Authorized Administrators.

b. Authorized Administrators monitor and approve membership to Chinook Indian Nation Private Social Media Groups.

c. Private Social Media Groups are publicized to Chinook Indian Nation Tribal Members in the following ways:
   1. Newly Enrolled Chinook Indian Nation Tribal Members are encouraged to join upon claiming enrollment;
   2. Chinook Indian Nation Tribal Members can follow a link to join from the “Members” section of Chinook Indian Nation’s website;
   3. The Private Social Media Groups are searchable on Social Media Sites; and
   4. Chinook Indian Nation Tribal Members already belonging to a group may invite other Tribal Members.

d. To join a Chinook Indian Nation Private Social Media Group, an individual must be:
   1. An enrolled Chinook Indian Nation Tribal Member verified by the Enrollment Committee;
   2. The spouse of an enrolled Chinook Indian Nation Tribal Member, the enrollment of the spouse must be verified by the Enrollment Committee;
   3. The caregiver or legal guardian of an enrolled Chinook Indian Nation Tribal Member, the enrolled Tribal Member being represented must be verified by the Enrollment Committee. The caregiver or guardian must show legal proof of representation; and
   4. Individuals approved by Chinook Indian Nation Tribal Council.

e. Chinook Indian Nation Private Social Media Groups are subject to the following Section 7 rules:
   1. Subsection c. 1-4;
   2. Subsection d. 5-12;
   3. Subsection e.; and
   4. Subsection f.

SECTION 9: LINKS

a. As a convenience to Users, Chinook may display on Chinook Social Media Sites links to External Sites. Additionally, Users may display on Chinook Social Media Sites links to External Sites, subject to the limitations and requirements of this Policy, including without limitation, Section 7. Chinook reserves the right to delete any links to any External Sites at any time without notice.

b. When a User navigates away from a Chinook Social Media Site, including through a link to an External Site, this Policy will no longer apply, rather, the User will be subject to the terms and conditions and policies of the External Site.

c. Users should be aware that External Sites are not offered, controlled or endorsed by Chinook. Chinook has no control over and is not responsible for any content, commercial advertisements and postings that may appear as a result of any link to an External Site.

d. A person or entity may link to a Chinook Site without prior authorization, provided that any such person or entity shall not: (1) in any ways suggest that Chinook has any relationship, alliance or affiliation with the person or entity; (2) in any way suggest that the person or entity is a part or associated with Chinook; except as expressly authorized by Chinook law or Tribal Council; (3) in any way suggest that Chinook endorses, supports, or recommends any service, product or information of the linked site; or (4) otherwise link in connection with any Commercial Use.

SECTION 10: PRIVACY
a. The Technology supporting Chinook Social Media Sites is provided by third-party providers, and Chinook Social Media Sites are subject to terms and conditions and policies of such third-party parties, including Privacy Policies.

b. To protect privacy, Users must not include within the body of any post or comment any confidential information, including without limitation, social security numbers, credit card numbers, home addresses, phone numbers, email addresses, or account passwords.

SECTION 11: INTELLECTUAL PROPERTY

a. As between Chinook and any User, Chinook shall retain all rights, title and interest in and to all information and material of any nature whatsoever, including without limitation, all text, graphic images, songs, dances and other content, which is produced by or for Chinook and is displayed or found upon a Chinook Social Media Site.

b. Materials copyrighted by other individuals are used by Chinook with permission. Rights, title and interest belong to the copyright holder.

c. Use of Chinook Indian Nation’s Name and Seal are not to be used by anyone unless authorized by Chinook Indian Nation Tribal Council.

SECTION 12: TERMINATION

a. Chinook, in its sole discretion, may terminate or cancel and Chinook Social Media Site without prior notice or liability.

b. Chinook may terminate or suspend access to or use of any or all Chinook Social Media Sites immediately, without prior notice or liability, if a User violates this Policy. Chinook Indian Nation shall determine the length of termination or suspension based on the severity of the violation and the number of violations.

c. Upon termination or suspension of access to or use of any Chinook Social Media Site, a User’s right to access and use Chinook Social Media Site shall immediately cease.

d. Termination of User’s access to or use of a Chinook Social media Site shall not relieve the User of any obligation arising or accruing prior to such termination or otherwise limit the liability or responsibility of the User.

SECTION 13: GENERAL

a. This Policy shall be effective upon approval by Chinook Indian Nation Tribal Council pursuant to the exercise of the sovereign power of Chinook Indian Nation.

b. Tribal Council reserves the right to amend or repeal this Policy at any time in its sole discretion, subject to applicable Chinook Indian Nation and federal law.

c. Nothing in this Policy is intended, or shall be construed, to waive the sovereign immunity of Chinook Indian Nation or any of its governmental officers, representatives, employees or agents.