SDCBA Social Media Policy

This policy pertains to the SDCBA’s use of Facebook, Twitter, and LinkedIn.

Social media easily allows the SDCBA to interact with its members and the public. The SDCBA supports the use of social media to increase member engagement, build community, and provide easy access to information. Social media provides a method to communicate with a variety of audiences, but may not be appropriate in all instances nor for all kinds of outreach.

The following guidelines apply to the SDCBA’s overall policy for the use of social media, and not specific sections or committees. The New Lawyers Division (NLD) has a separate Facebook policy that the Division is guided by for social media use. Note, this policy does not pertain to the Lawyer Referral and Information Service's (LRIS) use of social media for marketing purposes.

Administration:
The SDCBA’s main Facebook, Twitter, and LinkedIn business pages are administered by SDCBA staff. The SDCBA’s Communications Director will serve as the administrator, with support of the SDCBA’s Communications Department staff. The SDCBA’s social media profiles will consist of business pages, and not interactive "group" pages.

Content:
Social Media tools are used to promote the SDCBA’s programs and initiatives, including member events, member benefit programs, and public services. Social media also serves as an alternate method of publishing content found in the SDCBA’s print and electronic publications, and as a method of disseminating timely news and information.

Content for social media will be garnered and created by the Communications Department staff, with input from the SDCBA’s other Executive Staff members and the Section, Committee and Governance Coordinator. Posts made on behalf of the Association will only be made by members of the Communications Department staff, and will not be posted by other staff or Association members. Social media content will complement information and messaging communicated through the SDCBA’s website, e-publications, and in its online e-communities. The SDCBA website, e-publications, and print publications will remain the SDCBA’s primary mediums for communicating with members.

Events posted or promoted on the SDCBA Facebook and/or Twitter pages are restricted to events sponsored or co-sponsored by the SDCBA, consistent with the SDCBA’s policy. All content posted on the SDCBA’s social media pages will comply with the SDCBA Website Policy and listserv rules where applicable. Content posted by the SDCBA does not promote political or religious issues in any way.

Fans and Followers:
Absent unusual circumstances, any member of the public may become a follower or fan of SDCBA on Facebook, Twitter, or LinkedIn. The content provided by the SDCBA through social networking sites will be available to all followers and fans to garner interest in the Association and its activities.

The SDCBA’s use of social media will not imply that there is a relationship between the SDCBA and anyone using the social media site. Nothing posted by the SDCBA will imply there is a business, personal, or attorney-client relationship with any fan or follower. The SDCBA will assume no responsibility for any postings or the content of fan messages, and does not vouch for or warrant the accuracy, completeness or usefulness of any message.
**Security:**
All content posted on social media platforms will be monitored by SDCBA Communications Department Staff. The SDCBA will retain the right to remove any posting.

Nothing posted on the SDCBA’s social media pages is meant to constitute legal advice. The SDCBA assumes no responsibility for any message posting or its content. We do not vouch for or warrant the accuracy, completeness or usefulness of any message.

The SDCBA has developed a Social Media "Terms of Use" document that will be posted (or linked to) from the SDCBA’s Facebook and Twitter feeds. It may be revised at any time without notice.

**Social Media for Sections, Committees, Divisions:**
The SDCBA provides e-communities for its Section, Committee, and Division members. Sections, Committees, and Divisions may choose to supplement their use of the SDCBA’s e-communities through social media. Events, programs, and initiatives presented by a Section, Committee, or Division must first and foremost be promoted through the SDCBA’s primary communications channels – the SDCBA website, e-communities, print and e-publications.

Sections, Committees, and Divisions wishing to use the SDCBA’s name and graphic identity in conjunction with the creation or maintenance of a social media presence (particularly Facebook, Twitter, and LinkedIn) must seek written approval from the SDCBA’s Communications Committee. Once approved, the SDCBA will establish a page on behalf of the group, and provide leaders with passwords as authorized. Authorization can be withdrawn at any time by the SDCBA. All content must be consistent with the SDCBA’s general policies and social media policies.

To create consistency and community on the Web, Sections, Committees, and Divisions using social media must use the established standard logo templates, disclaimers, and naming conventions devised by the SDCBA. The entity must work with SDCBA staff to coordinate the development of any social network graphic and other site requirements.

All entities must provide direct links on any social media page back to the “main” SDCBA social media page. The SDCBA reserves the right to monitor these sites and will take appropriate action to enforce its guidelines. Those authorized to post on behalf of the section/committee/ or division must follow the SDCBA’s guidelines when posting to the SDCBA’s pages, and there must be a clear delineation when they are posting as themselves.

All SDCBA Social Media pages for Sections, Committees, and Divisions must link back to the SDCBA's Social Media Terms of Use document.
Guidelines for social networking for sections, committees, and divisions:

Represent the SDCBA and our profession well. Exercise good judgment. Entities and individuals who fail to do so, or who fail to comply with the SDCBA’s social media and Association policies, in addition to the following guidelines, may forfeit the right to participate in social networking activities associated with the SDCBA.

1. **Be responsible.** You are personally responsible for the material you post. Carefully consider content; what you publish will be widely accessible for some time and, in some cases, indefinitely. All statements must be true and not misleading. Do not post private information about yourself or others. Keep the posts relevant to SDCBA’s mission and/or goals. Adhere to all statutory prescriptions and Rules of Professional Conduct governing the privacy of individuals and confidential information.

2. **Be upfront; identify yourself.** Use your real name, and, if relevant, your role or interest in the topic discussed. When appropriate, make it clear you are speaking for yourself and not on SDCBA’s behalf.

3. **Be civil and respectful.** Do not use defamatory, libelous, or damaging innuendo; abusive, threatening, offensive, obscene, explicit, or racist language; or post illegal material.

4. **Be quick to correct an error.** If you make a mistake, quickly provide the correct information. If appropriate, modify an earlier post to make it clear that you have corrected an error.

5. **Keep it relevant/add value.** Information can add value if it contributes to the knowledge or skills of an SDCBA members or builds a sense of community.

6. **Follow copyright and fair use laws.** Always give people proper credit for their work. Make sure you have the right to use material with attribution before publishing. It is a good practice to link to others’ work rather than reproducing it on your site. When in doubt as to the proprietary nature of material, don’t use it. Recognize the potential professional and legal consequences of any failure to follow applicable laws governing the use of others’ material.

7. **Protect proprietary and client information.** Do not discuss or misuse proprietary or confidential information, and follow all professional and ethical rules governing the disclosure of such information.

8. **Avoid politics.** Politic endorsements may not be made via the SDCBA’s social networking pages. Messages must comply with the SDCBA’s policy on endorsements.

9. **Legal Restrictions.** Comply with all legal restrictions and obligations governing professional conduct, particularly those regulating communication and advertising, when posting content to any social network, including postings by an entity.

10. **Do not violate antitrust laws.** Antitrust laws prohibit postings that encourage or facilitate agreements between SDCBA members of different organizations concerning the following, as they pertain to prices, discounts, salaries, cost data, or any other term or condition related to competition.

11. **Abide by the social network’s rules.** Review the terms of use of each social network carefully.

12. **Avoid blatant marketing/use of social media for commercial services.** Blatant marketing or advertising by individuals for products or services is inconsistent with the goals of the SDCBA’s use of social media, and will not be allowed.

13. **Refrain from disparaging discussion of the SDCBA, its leadership, and its policies.** SDCBA Social Media users will refrain from using social media as an opportunity to disparage SDCBA priorities, leaders, programs or initiatives.
DRAFT - TERMS OF USE - SDCBA SOCIAL MEDIA PAGES

The following terms and conditions are to be posted or linked to from the information section of the SDCBA's Facebook and Twitter feeds, and included on the SDCBA website.

Nothing posted on the SDCBA's social media pages is meant to constitute legal advice or to imply there is a business, personal, or attorney-client relationship with any fan or follower. We assume no responsibility for any postings or their content. We do not vouch for or warrant the accuracy, completeness or usefulness of any message.

By using social media related to the SDCBA, you agree not to post any abusive, obscene, vulgar, slanderous, defamatory, knowingly false, inaccurate, hateful, threatening, harassing, invasive of a person's privacy, sexually-oriented or any other material that may violate any applicable laws. You agree not to post any advertisements or solicitations of business. The reproduction of published materials, even from internet websites, is not permitted. You agree not to post any copyrighted material unless the copyrighted material is posted with permission. Doing any of the foregoing may lead to a ban from the use of the SDCBA's social media mediums. We reserve the right to reveal your identity in the event of a complaint or legal action arising from any message posted by you.

You agree to indemnify and hold harmless the Association and its affiliates, and their respective members, directors, officers, managers, employees, shareholders, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of our terms of use.

We do not actively monitor or review all postings, however, the administrator and moderators of this page have the right to remove, edit, move or close any topic at any time as they see fit. As a user you agree to any information you have entered on this site being stored in a database. You acknowledge that all posts made to this site express the views and opinions of the author and not the SDCBA or its staff members or any entity associated therewith and hence we will not be held liable for any such postings.

Information posted by the SDCBA may only be re-posted or re-tweeted verbatim, and may not be altered beforehand. Commercial use of any content is strictly prohibited. We may provide links on this site as a convenience to users. We do not endorse, and make no representations or warranties regarding, any of the linked websites, the content of the sites or the product and services offered through these sites.

All material posted by the SDCBA (including, without limitation, text, photographs, graphics, video and audio content) is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries, and we (subject to the rights of its licensors and licensees under applicable agreements, understandings and arrangements) have rights therein. All individual articles, videos, content and other elements comprising this site are also copyrighted works and we (subject to the rights of its licensors and licensees under applicable agreements, understandings and arrangements) have rights therein.

You agree that we may modify the terms of use (or discontinue our use of this site or page) in our sole discretion, without advance notice, and that your right to access this site is conditioned on an ongoing basis with your compliance with the then-current version of these Terms and Conditions. You should therefore visit this page frequently.

Through your use of social media to access information about the SDCBA, you expressly agree that use of this social media platform is at your sole risk, and there is no warranty that your access or use of this site will be uninterrupted or error free, or that particular results may be obtained by use of this sites. We are not liable for any viruses, worms, "trojan horses" or other destructive materials possibly contained within this site.