

Frank Sommerville, JD, CPA

fsommerville@nonprofitattorney.com

Sample Blog Terms and Conditions

If you have a blog and you write about any work related activities, you must agree to the following terms and conditions:

1. You agree to write under your own name.
2. You agree to write about the church, your job, or some aspect of our business on a regular basis.
3. You agree to include the following disclaimer on your site: “The opinions expressed on this site are the opinions of the participating user.
_____ Church acts only as a passive conduit for the online distribution and publication of user-submitted material, content and/or links and expressly DOES NOT endorse any user-submitted material, content and/or links or assume any liability for any actions of the participating user.”
4. You agree not to attack personally fellow employees, agents, members, or vendors. You may disagree with the church and its officers, provided your tone is respectful and you do not resort to personal attacks.
5. You agree not to disclose any sensitive, proprietary, confidential, or financial information about the company, other than what is publicly available.
6. You may comment on other churches, but you agree to do so respectfully without ridiculing, defaming, or libeling them in any way.
7. You agree not to post any material that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful or embarrassing to another person or any other person or entity.
8. You agree not to post advertisements, solicitations and/or market and/or promote any business or commercial interest, chain letters or pyramid schemes.

9. You agree not to post any material that is copyrighted unless (a) you are the copyright owner, (b) have the express, written permission of the copyright owner to post the copyrighted material on your blog, or (c) are reasonably sure that the use of any copyrighted material conforms to the doctrine of “fair use.”
10. You agree not to post any material that violates the privacy or publicity rights of another.
11. You agree to conform to the rules of the *Church Employee Handbook*, especially as it relates to rules regarding conduct outside of your employment.
12. You agree not to post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information.
13. You agree not to post or conduct any activity that fails to conform with any and all applicable local, state and/or federal laws, including, without limitation, 15 U.S.C. 6501 et seq. (the “Children’s Online Privacy Protection Act of 1998”).
14. You acknowledge that any reliance on material, content and/or links posted by other parties will be at your own risk. You assume full legal responsibility and liability for all actions arising from your posts.
15. You agree to remove any materials from your blog after receiving a request from the IT Director.
16. You agree to spend no more than ____ hours per week on the blog during work hours.
17. You may submit materials to the IT Director for approval before posting it.