Ontario College of Social Workers and Social Service Workers



Ordre des travailleurs sociaux et des techniciens en travail social de l'Ontario

OCSWSSW Social Media Terms of Use

The Ontario College of Social Workers and Social Service Workers (the **"College**") is the provincial regulatory body for social workers and social services workers. The College's primary duty is to serve and protect the public interest. The College's mandate includes the regulation of the practice of social work and social service work and governing its members.

The College (which term includes the College's Council members, committee members, members, staff and agents) uses social media, including but not limited to Twitter, Facebook, Instagram, YouTube and LinkedIn, to share information about the College's activities and information that may be of interest to members of the College and/or the public.

The following terms of use (**"Terms**") apply when engaging with ANY of the College's social media channels (**"Social Media Platforms**"), including any of the College's advertisements on such Social Media Platforms (e.g. Facebook Ads). These Terms apply to all users that engage with the College's Social Media Platforms, including members of the College and members of the public (**"you"**). By engaging with the Social Media Platforms, you acknowledge and agree to the following terms and conditions:

- 1. The views of users posting/commenting on our Social Media Platforms do not necessarily reflect the opinions and position of the College.
- 2. With a view to protecting the privacy of registered social workers and registered social service workers, as well as the privacy of their clients, the College will endeavour to remove any posts, tweets, comments, messages, captions, photos, videos, and/or other social media content or materials ("Social Media Content") containing an individual's personal information. Personal information includes information about an identifiable individual, such as an individual's name, address, birth date, gender, social status, and disciplinary action. For more information regarding the College's Privacy Policy, please visit: https://www.ocswssw.org/privacy-policy/.
- 3. "Likes"/retweets/favourites/shares, etc. from the College are NOT an endorsement or recommendation of the Social Media Content. Any Social Media Content that is not posted by the College is the opinion of the author, not the College.
- 4. Links to any third-party websites or content (e.g. via articles or stories) are NOT an endorsement or recommendation by the College of the linked Social Media Content. The College does not control or maintain such Social Media Content.
- 5. Your use of any of our Social Media Platforms, including, without limitation, posted or linked Social Media Content, is entirely at your own risk. Private information (about you or anyone else) and confidential matters should never be posted on or linked through social media. The College does not make, and expressly disclaims, any representations, warranties or covenants, express or implied, relating to the Social Media Platforms or any Social Media Content thereon.
- 6. The College may (but is not required to) monitor (to a limited degree and not at all times) our Social Media Platforms. The College reserves the right (but is not required) to edit, to move or to remove all or any portion of any Social Media Content for any reason whatsoever. Without limiting the preceding, this applies to Social Media Content that is:
 - Racist, hateful, sexist, homophobic, libelous, insulting or threatening.
 - Aggressive, harassing, coarse, violent, obscene or pornographic.
 - Offensive, rude, abusive, or otherwise inappropriate.
 - Repetitive or spamming.
 - Put forward for advertising purposes, such as promoting services or products.

- Defamatory or potentially defamatory or discrediting in any manner to the College, any member of the College, or any other person.
- Political, including promotion or opposition of any political party or a person campaigning for elected office.
- Written in a language other than English or French.
- Referencing any case, ongoing case, or investigation.
- In breach of any law, statute, regulation, or standard.
- 7. The College is not responsible or liable for any damages of any kind whatsoever (including, without limiting the preceding, direct, indirect, special, incidental, consequential, punitive, exemplary or other damages), whether based in contract, tort, negligence, or any other legal basis, arising out of or in connection with: (i) the Social Media Platforms; (ii) your use of or engagement with any of the Social Media Platforms; (iii) any Social Media Content, including any posted or linked Social Media Content to third party websites; or (iv) the collection, use, disclosure, security, retention, return or destruction of any information (including personal information) arising out of or in connection with any of the preceding.
- 8. Please be aware that the service providers of the Social Media Platforms and linked third party websites also have additional or different terms of use and privacy policies. We encourage you to carefully review the policies and practices (including any community standards) of the Social Media Platforms and third party websites, and make sure you understand them before you engage with the Social Media Platform or third party website. You are responsible for your own compliance with such policies, practices, standards, and guidelines.
- 9. The College may restrict or suspend a user's access to our Social Media Platforms at any time and for any reason, including in the event of a user's non-compliance with these Terms (e.g. engagement in any of the prohibited activities described in Section 6 of these Terms). If you are aware of another user engaging in any of the prohibited activities described in Section 6 of these Terms, please contact the College by using the contact information provided below.
- 10. The College reserves the right to supplement, update, modify, or replace any part of these Terms by posting updates and/or changes to this website. It is your responsibility to check this page periodically for changes. You can review the most current version of these Terms at any time on this page. Your continued use of or engagement with our Social Media Platforms following the posting of any changes constitutes your acceptance of those changes.
- 11. In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, all without affecting the validity and enforceability of any other remaining provisions.
- 12. These Terms are governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein.

PLEASE NOTE: The College is unable to address specific issues and/or complaints in a public forum (including through any Social Media Platform). These matters can ONLY be handled through direct contact with the College's Complaints and Discipline Department. Contact <u>investigations@ocswssw.org</u> for more information.

If you have any questions regarding the OCSWSSW Social Media Terms of Use, contact <u>communications@ocswssw.org</u>.

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