

U.S. Department of State Terms of Use

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1. Acceptance of Terms of Use

The U.S. Department of State provides this service to you, subject to the following Terms of Use ("TOU"), which may be updated by the Department of State from time to time without notice.

2. Purpose & Comments Policy

The purpose of this page is to provide information about programs and events. We welcome comments, but we reserve the right to delete comments that could offend other people or are not relevant for the content of this page; solicitations, advertisements, or endorsements of any financial, commercial or non-governmental agency; comments that suggest or encourage illegal activity; multiple successive off-topic posts by a single user; repetitive posts copied and pasted by multiple users.

This page is not for political discussions. To discuss politics in Russian please visit the U.S. State Department forum at www.facebook.com/Americagovru; in English at www.facebook.com/ejournalUSA.

3. Description of service

U.S. Embassy Kyiv's page operates on the Facebook platform. The U.S. Department of State reserves the right to alter the types of features that the page provides at any time with no notice.

4. Privacy Policy

By using or accessing this page, you are accepting the practices described in the Facebook Privacy Policy. For more information, please visit www.facebook.com/policy.php.

5. Security

Participation is voluntary. You are responsible for maintaining the confidentiality of your login, and are fully responsible for all activities that occur under your login.

6. Member conduct

You understand that all information, data, messages or other materials ("content"), whether publicly posted or privately transmitted, are the sole responsibility of the person with whom such content originated. This means that you, and not the U.S. Department of State, are entirely responsible for all content that you post, email, transmit or otherwise make available via the site. The U.S. Department of State does not control the content posted except as described below and, as such, does not guarantee the accuracy, integrity or quality of such content. You understand that by using the service, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will the U.S. Department of State be liable in any way for any content, (including, but not limited to, any errors or omissions in any content), or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the site.

You agree to not use the site to:

- post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the site;
- post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or contractual or fiduciary relationships (such as, for example, classified information, inside information, proprietary and confidential information learned or disclosed as part of employment relationships), or under nondisclosure agreements;
- post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in exchanges;

- interfere with or disrupt the site or servers or networks connected to the site, or disobey any requirements, procedures, policies or regulations of networks connected to the site;
- intentionally or unintentionally violate any applicable local, state, national or international law;
- stalk or otherwise harass another; or
- collect or store personal data about other users.

You acknowledge that the U.S. Department of State does not pre-screen all content, but that the U.S. Department of State and its designees shall have the right (but not the obligation) in their sole discretion to edit, delete, refuse or move any content that is available via the site. Without limiting the foregoing, the U.S. Department of State and its designees shall have the right to remove any content that violates the TOU or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

You acknowledge and agree that the U.S. Department of State may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOU; (c) respond to claims that any Content violates the rights of third-parties, or (d) protect the rights, property, or personal safety of the U.S. Department of State, its users and the public.

You understand that the technical processing and transmission of the site, including your content, may involve (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree that if you post content that contains statements or depictions of violence against a person, group of people, or country, the Department of State will report this incident and the content to the appropriate law enforcement agency.

You acknowledge and agree that the U.S. Department of State may be tracking the violations to this Terms of Use as outlined in this paragraph. The purpose of this tracking is to assist in determining patterns of recurring violation of these Terms of Use and ensure the community remains an open forum for dialogue.

7. Special admonitions for international use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

8. Content submitted or made available for inclusion on the site

The U.S. Department of State does not claim ownership of content you submit or make available for inclusion on the site. The Department only claims responsibility over self-generated content created by the Department of State for inclusion on this site. It does not take responsibility for the inclusion of third party links or other third party content, such as articles.

User generated content uploaded to this site falls under [Creative Commons license 3.0](#). This license states that all user generated content that is uploaded to the site will not be used for commercial purposes, no derivative works will be made, and full attribution will be given. You specifically agree to give the U.S. Department of State permission to use all content you upload to the site as per the restrictions covered in the Creative Commons 3.0 license. This license is valid internationally.

9. Indemnity

You agree to indemnify and hold the U.S. Department of State, and its affiliates, officers, agents, grantees or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the site, your use of the site, your connection to the site, your violation of the TOU, or any rights of another.

10. No resale of service

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the site, use of the site, or access to the site.

11. General practices regarding use and storage

You acknowledge that the U.S. Department of State may establish general practices and limits concerning use of the site including, without limitation the maximum number of days that message board postings or other uploaded Content will be retained by the site, and the maximum number of times (and the maximum duration of each) you may access the site in a

given period of time. You agree that the U.S. Department of State has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the site. You further acknowledge that the U.S. Department of State reserves the right to change these general practices and limits at any time, in its sole discretion.

12. Modifications to service

The U.S. Department of State reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the site (or any part thereof). You agree that the U.S. Department of State shall not be liable to you or to any third party for any modification, suspension or discontinuance of the site.

13. Termination

You agree that the U.S. Department of State, in its sole discretion, may terminate your access to the site, and remove and discard any content within the site, for any reason, including, without limitation, for lack of use or if the U.S. Department of State believes that you have violated or acted inconsistently with the letter or spirit of the TOU – see paragraph 6. Member Conduct. The U.S. Department of State may also in its sole discretion and at any time discontinue providing the site, or any part thereof. You agree that any termination of your access to the site under any provision of this TOU may be effected without prior notice, and acknowledge and agree that the U.S. Department of State may immediately suspend your access to the site. Further, you agree that the U.S. Department of State shall not be liable to you or any third party for any termination of your access to the site.

14. Links

Our page may provide, or third parties may provide, links to other websites or resources. You acknowledge and agree that the U.S. Department of State is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. These third party sites operate under separate Terms of Use and Privacy statements. Users should be aware of this and agree to not hold the U.S. Department of State liable for any breaches of information provided on these sites. You further acknowledge and agree that the U.S. Department of State shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any

such site or resource. Facebook may contain links to other websites. The U.S. Department of State is not responsible for the privacy practices of other websites. You are encouraged to be aware when you leave our site to read the privacy statements of each and every website that collects personally identifiable information. This Privacy Policy applies solely to information collected by Facebook.

15. Third Party Applications

Due to the nature of Facebook, the U.S. Department of State is using some third party applications in order to provide the community with additional functionality. Each respective application has its own Terms of Use and Privacy statement. The U.S. Department of State is not responsible for the collection of any information conducted under these third party applications.

16. Language

The languages of comments can be in English or any of official languages of Ukraine. Comments posted in other languages may be subject to removal.

Terms of Use, Notices and Revisions

We reserve the right to change our Privacy Policy and our Terms of Use at any time.

