

SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM SOCIAL MEDIA TERMS OF AGREEMENT AND DISCLAIMER

NOTE: This disclaimer and terms of agreement are issued by SDCERS to users of its social media.

General

SDCERS uses Twitter, Facebook, and LinkedIn to enhance communication with its Members, retirees, beneficiaries, and the public. Participation is voluntary.

Twitter, Facebook, and LinkedIn are public communication forums. SDCERS will never ask a person to disclose confidential information or personally identifiable information on any public site or forum. Accordingly, these sites are not intended for posting of personal information, which should be kept confidential. **DO NOT POST PERSONAL INFORMATION OR ANY INFORMATION YOU WISH TO KEEP PRIVATE.**

SDCERS is not affiliated with Twitter, Facebook, or LinkedIn and is not responsible for the privacy and security policies dictated by them. SDCERS is not responsible for how others use the information you post on these sites.

SDCERS' social media tools are not meant to replace traditional methods of communication – SDCERS' call center, SDCERS' website, and U.S. mail; they simply provide alternative ways to engage with our Members, retirees, beneficiaries, and the public. Information made available is not intended to provide individual retirement benefit, health benefit, tax, or investment advice. SDCERS does not guarantee the applicability or accuracy of the information with regard to each individual participant's circumstances.

Monitoring and Content Removal

All SDCERS social media content is subject to monitoring. User-generated posts will be rejected or removed when the content of a post:

- Contains obscenities or offensive terms;
- Is threatening, harassing, or discriminatory;
- Contains personal identifying information, confidential, or sensitive personal information;
- Includes personal attacks;
- Incites or promotes violence or illegal activities;

- Contains information that could compromise public safety;
- Advertises or promotes a commercial product or service, or any entity or individual;
- Contains certain copyright infringing material;
- Promotes or endorses political campaigns or candidates;
- Is off-subject or out of context; and/or
- Is otherwise illegal or violates SDCERS Policies or Administrative Regulations.

Governing Law

SDCERS is governed by the San Diego Municipal Code and other plan documents, as they have been adopted and implemented by the Board of Administration for SDCERS. If there is any inconsistency between information contained on a SDCERS social media site and the governing documents, the governing documents shall control.

Disclaimer

SDCERS disclaims liability for advertisements, videos, promoted content, or comments posted or accessible from any external web page. The responsibility for external content or comments rests with the organizations or individuals providing them. Any inclusion of external content or comments on social media sites does not imply endorsement by SDCERS.

Terms of Agreement

You agree that your use of SDCERS' social media sites shall be at your sole risk. To the fullest extent permitted by law, SDCERS, its officers, trustees, employees, and agents disclaim all warranties, express or implied, in connection with its social media sites and your use thereof. SDCERS makes no warranties or representations about the accuracy or completeness of its social media content or the content of any sites linked to those sites and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of SDCERS social media sites; (iii) any malware and the like which may be transmitted to or through a SDCERS social media site or by any third party; and/or (iv) 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 a SDCERS social media site. SDCERS does not warrant, endorse, guarantee, or assume responsibility for any comment, product, or service made or offered by a third party through its social media sites.

Ability to Accept the Terms of Agreement

By visiting and engaging in SDCERS' social media sites, you affirm that you are 18 years of age or older and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this document, and to abide by and comply with the Terms of Agreement.

Limitation of Liability

IN NO EVENT SHALL SDCERS, ITS OFFICERS, BOARD MEMBERS, INDEPENDENT NON-BOARD MEMBERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF SDCERS' SOCIAL MEDIA SITES; (III) ANY MALWARE AND THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH A SDCERS SOCIAL MEDIA SITE OR BY ANY THIRD PARTY; AND/OR (IV) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA SDCERS' SOCIAL MEDIA SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SDCERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

BY USE OF SDCERS SOCIAL MEDIA WEBSITES YOU SPECIFICALLY ACKNOWLEDGE THAT SDCERS SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.