



## **Smart Riverside Web Linking and Marketing Policy**

### **Purpose**

SmartRiverside maintains a web site as one of its principle mechanisms to inform the community, businesses, residents, and visitors about the programs, services and events provided by SmartRiverside. The official SmartRiverside web site, <http://www.smartRiverside.org>, is the website for information about SmartRiverside. SmartRiverside has established this website as a "nonpublic forum" whose primary purposes are to facilitate communication between the SmartRiverside non-profit and the business and public, providing an alternative method for communicating and educating, as well as providing a means of fund raising to self sustain the efforts of SmartRiverside. Since this website is a nonpublic forum, the SmartRiverside Board reserves the right to grant or deny requests to establish links from this website to websites controlled or maintained by other entities or individuals.

### **Application**

This linking policy applies to the SmartRiverside web site, "http://www.smartriverside.org", or other official SmartRiverside web sites or home pages as may be created, managed and maintained by the City of Riverside or SmartRiverside. Other agencies maintaining separate web sites outside SmartRiverside's official web site shall also be required use this Linking Policy. Deviations from this policy shall require the approval of the Executive Director.

### **Third Party Links on SmartRiverside Website**

The SmartRiverside website contains links to non-profits, local, state and federal government agencies and to other, non-governmental websites. In establishing and maintaining its official website, SmartRiverside does not intend to create any forum or other means for public discourse. Rather, the sole and limited purpose of the permitted external links is to provide information about SmartRiverside for residents, businesses and visitors. SmartRiverside does not endorse or provide preferential treatment to any third party websites or associated organizations or persons unless they are a Platinum sponsor at one of the SmartRiverside events or provide a grant or donation in excess of \$25,000. Since the SmartRiverside does not control third party websites, it does not warrant that third party



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websites are accurate or reliable or that they have operational links. The user will be required to acknowledge and agree that SmartRiverside is not liable in any way for the content, accuracy, reliability, viewpoints, policies, or products provided by these external resources.

It is SmartRiverside's policy to limit external links to the following entities and organizations:

- Approved Platinum sponsors for 12 months following the SmartRiverside event or grant/donation;
- Entities with which SmartRiverside has an existing formal, contractual relationship;
- Private educational institutions operating within the City and as defined in Education Code § 210.1, or as described in Education Code § 66010(a) and (b);
- Not-for-profit charitable, recreational, or cultural organizations serving the Riverside community;
- Commercial entities that provide information or services that enhance the usability of SmartRiverside's web site for visitors; and

In addition, SmartRiverside reserves the right, at any time and without notice, to:

- Deny or discontinue an external link at any time if the website provides or promotes false, slanderous, illegal, infringing or incorrect information;
- Remove any external link if the nature of the organization to which the link relates no longer complies with SmartRiverside's external link and marketing policy; and
- Revise this policy without prior notice when SmartRiverside considers such revision to be in its best interests.

## **Responsibilities**

It shall be the responsibility of SmartRiverside staff to:

- Maintain SmartRiverside's web site main page and portal;
- Monitor links to ensure compliance with criteria set forth above;
- Advise SmartRiverside Executive Board of non-compliant links; and,



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- Coordinate any request to deviate from the Linking Policy with the Executive Director.

It shall be the responsibility of the qualifying site from City or County departments or external agencies to:

- Provide a link from their home page to the SmartRiverside web site using a logo provided for that purpose ;
- Maintain their site in conformance with the above criteria for linking; and,
- Pursue outreach efforts to provide assistance to nonprofit and community groups offering direct services to citizens of the City in the creation of web sites and placement of such sites on the web that meet the criteria set forth in this policy at little or no cost.

It shall be the responsibility of the Executive Director, after consultation with SmartRiverside's legal advisor, to approve any deviation from the Linking Policy.

## **Disclaimer**

The following disclaimer shall appear on the links page of the official SmartRiverside web site:

“General Disclaimer:

Although the official SmartRiverside web site may contain links to other web sites controlled by third parties, SmartRiverside provides these links merely as a convenience. The appearance of a link or reference to other sites from the official SmartRiverside web site does not constitute an endorsement or reflect the opinions, standards, or policies of SmartRiverside, its elected board, appointees, employees, or agents. SmartRiverside assumes no responsibility for the content of the material contained at those sites or for the accuracy of any information found there. Access to other web sites is at your own risk, and SmartRiverside shall not be liable for damages of any nature whatsoever resulting from linking to other web sites from the official SmartRiverside web site.



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Conditions of Use:

By visiting the SmartRiverside website, users agree that they will not use the site for any unlawful activity, or use it in any way that would violate the terms and conditions of use. This website is governed and construed by the laws of the State of California. Any use of the website shall comply with all Riverside City and California laws and regulations as well as with all federal laws and regulations. Unauthorized attempts to upload information or change information on this website are strictly prohibited and may be punishable under state law and federal statutes including the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act. SmartRiverside monitors network traffic to identify unauthorized attempts to upload or change information or to otherwise cause damage to the SmartRiverside website. Anyone using this Web site expressly consents to such monitoring.”