



Agency Partner Vivery Use Guidelines & Agreement

1. Inappropriate Content and Access Removal:

- a. The SLO Food Bank reserves the right to remove access to the Vivery portal if any content is posted or texted that is deemed inappropriate. This includes, but is not limited to, content that is offensive, discriminatory, defamatory, illegal, or violates any applicable local, state, and federal laws or regulations described in the SLO Food Bank Partner Policy & Procedure Handbook.
- b. The SLO Food Bank reserves the right to remove access to the Vivery portal if any content is texted that is deemed inaccurate after two warnings.
- c. The determination of what constitutes inappropriate and/or inaccurate content shall be at the sole discretion of the SLO Food Bank.
- d. The SLO Food Bank will make reasonable efforts to notify the Agency Partners of any access removal and provide an explanation for the decision whenever possible.

2. Client Consent for Text Communications:

- a. Agency Partners must obtain explicit permission from their clients before opting any client into text communications through the Vivery platform.
- b. Agency Partners will not knowingly opt in minors (people under the age of 18 years old) to text communications.
- c. The SLO Food Bank emphasizes the importance of respecting the privacy and preferences of clients. Agency Partners should obtain written or documented consent from clients before enabling text communication features.
- d. The SLO Food Bank shall not be held liable for any unauthorized or non-consensual use of text communications by Agency Partners.

3. Communication Guidelines:

- a. All Agency Partners are expected to adhere to ethical communication practices and use the Vivery platform responsibly.
- b. Agency Partners must respect the confidentiality and privacy of client information exchanged through the Vivery platform and take necessary precautions to ensure data security.
- c. Agency Partners shall refrain from sharing any sensitive or personal client information through text communications without prior consent and in compliance with applicable privacy laws.

4. Indemnification:

- a. Agency Partners agree to indemnify and hold harmless the SLO Food Bank, its officers, employees, and agents, from any claims, damages, liabilities, or expenses arising out of or related to their use of the Vivery platform, including any violation of these guidelines or applicable laws.

5. Amendments and Updates:



- a. The SLO Food Bank reserves the right to modify these guidelines at any time, with or without prior notice. Agency Partners are responsible for regularly reviewing these guidelines to stay informed of any changes.

6. Acknowledgement:

- a. By accessing and using the Vivery platform, Agency Partners acknowledge that they have read, understood, and agree to comply with these guidelines.