

NWSChat Terms of Use

May 1, 2020

1. Acceptance of Terms

Please read these Terms carefully. The National Weather Service (NWS) provides the NWSChat instant messaging service ("Service") subject to the following Terms of Use ("Terms"). You must accept and agree to these Terms in order to access or use the NWSChat system. If you do not agree to the Terms, you may not use the NWSChat service.

NWSChat is offered as an enhancement to the services of the National Weather Service, and may be terminated or suspended at any time, with or without advance notice, by any NWS office offering this service.

You can accept these Terms by filling out the Registration Request form. You also accept the Terms whenever you actually use the NWSChat service. The NWS will treat your use of NWSChat as acceptance of the Terms of Use.

2. Description of NWSChat Service

The NWS-based Instant Messaging service, NWSChat, is used for sharing critical warning decision expertise and other types of significant weather information between the NWS and its core partners in all levels of government, emergency managers, water resource managers, and the media. NWSChat allows multiple users to send messages to each other in forums known as "chat rooms."

NWSChat will include a wide variety of types of information. Some of this information will include contents of official NWS products available through other NWS systems and thus available to the public. However, other NWSChat content may include preliminary data that has not been screened by NWS for accuracy or applicability; highly technical discussions, some of them speculative, regarding atmospheric or other environmental conditions; and other types of information not intended for a general audience. NWSChat participants are expected to avoid release of information to a broader audience that might be misinterpreted or cause confusion.

NWSChat is an enhancement to communications between the NWS and its core partners, and is not intended to replace official NWS products or official means of communications. NWSChat is NOT for obtaining the latest Watches / Warnings or forecast information issued by the NWS / WFOs.

3. Registration Obligations

In order to participate in NWSChat, you must meet at least one of the following standards within the definition of NWS core partner:

a. Be a member of the emergency management (EM) community. NWS defines the EM community as Public safety officials who serve as employees or contract agents of a government agency at the federal, state, local, tribal, or territorial level and are charged with protecting the public from hazards that are influenced by weather or weather-related events. In select cases, NWS may provide similar support for organizations which are not formally government agencies, but which employ personnel who routinely exercise authorities equivalent to the public safety officials described above, particularly those who serve vulnerable populations. Examples include the emergency management function of primary/secondary schools, colleges/universities, and hospitals/long-term care facilities. With approval of NWS management, NWS offices providing Integrated Decision Support Services (IDSS) may extend support to these organizations. Other members of this community include local SKYWARN® Coordinators and Net Control Operators, such as Amateur Radio Emergency Services (ARES) and Radio Amateur Civil Emergency Services (RACES).

b. Members of the water resources management community. NWS defines the water resources management

community as Public officials who serve as employees or contract agents of a government agency at the federal, state, local, tribal, or territorial level and are charged with managing the nation's water resources for the public good, including infrastructure (e.g., dams, levees, reservoirs, etc.) supporting these management activities. In addition, NWS may provide similar support to quasi-government and private organizations which are not formally government agencies but which employ personnel who routinely exercise authorities similar to the public officials described above, as the actions of these organizations impact NWS forecasts. With approval of NWS management, NWS offices providing Integrated Decision Support Services (IDSS), may extend support to these organizations.

c. Be a government partner of a NWS office: This includes NWS employees and Government partners who have missions that require close coordination with the NWS. Government partners include (but are not limited to) the FAA, and water and land management officials.

d. Be a member of the electronic media: NWS defines Members of the electronic media as parties, and contract agents of parties who:

1. Have a need to actively participate in discussions with NWS Forecast Offices on imminent weather or other hazards, *and*
2. MUST Operate systems that routinely and rapidly relay weather and water watches, advisories, warnings and forecast information to a significant part of the population served by an NWS office; via electronic information distribution such as radio, television, internet, cellular, and other wireless means.

Notes:

(1) NWSSchat is **NOT** for obtaining the latest Watches / Warnings or forecast information issued by the NWS / WFOs.

(2) The following scenarios do not qualify for participation in NWSSchat, unless they specifically meet all the Electronic Media criteria:

- Social Media Sites accounts regardless of the number of 'followers'.
- Individuals, companies, or other entities involved in 'chasing' weather events and posting or streaming text or pictures of the event, but do not otherwise have a need to communicate with NWS.
- Websites with a focus on specific weather, e.g. Storms, but do not meet all media criteria including "... routinely and rapidly relay weather and water watches and warnings...". For example: a 'storm' site that only posts NWS storm warnings would not qualify.
- Media contract agents and employees whose job is 'storm chasing' and do not otherwise have a need to actively participate in discussions with NWS Forecast Offices on imminent weather or other hazards.

(3) NWSSchat accounts will not be provided to individual NWS spotters (who play a key role in providing information to our forecast offices, but who do not routinely have the need to actively participate in discussions with NWS Forecast Offices to fulfill their function as a spotter).

In order to obtain an account for NWSSchat services you will be required to provide information about yourself in the Registration form. You agree that the information provided to the NWS will be true, complete, accurate, and current. You agree to maintain and promptly update the registration data whenever changes occur so that it is true, complete, accurate and current.

You agree that you are of legal age (USA) and able to form a binding contract. You agree that you are not a person barred from receiving services under the laws of the United States.

You must take Training on the use of the Service prior to using your account.

4. Account Security and Passwords

Each user must have an individual account. Group accounts are not permitted. You agree that you are responsible

for any activity that occurs under your account or user name. You agree that you are responsible for maintaining the confidentiality of any and all passwords used for access to NWSChat. You agree that your password is for your use only and that you may not give your password to any other person or cause the password to be distributed to other person(s).

You agree to change your account password according to the NWS IT policy, available at <https://nwschat.weather.gov/passwordpolicy.php>, which states password requirements and expiration time. The IT policy may change with time; changes will be posted on the NWSChat webpage as needed. The Service will send you reminder notices prior to the expiration of your password. If your password expires, you will not have access to the Service until you reset the password (on-line).

5. NWSChat content and user conduct

You understand that all information, text, data files, images, messages, tags, links or other materials (referred to as "Content") which you may have access to or is transmitted by the NWSChat is the sole responsibility of the person from whom the Content originated. You therefore are responsible for the Content you post, upload, or in any way make available via NWSChat. You understand that messages and communications and any Content using the NWSChat Service will be conducted in a professional manner.

The following activities are prohibited:

- a. Posting, transmitting, uploading or otherwise making available any Content that is unlawful, threatening, abusive, obscene, harmful, defamatory, invasive of other's privacy, or racially, ethnically or otherwise objectionable, including undue or derogatory comments about others;
- b. Using the Service for personal gain*;
- c. Disrupting or engaging in any activity which interrupts the Service;
- d. Using the Service for personal communications;
- e. Releasing content to a broader audience that might be misinterpreted or cause confusion. This includes streaming, cut and paste, or posting of NWSChat content via the web, social media, or web-like services.
- f. Any violation of these Terms.

***Note: Use or disclosure of the information contained in NWSChat for the purpose of personal gain is forbidden and may result in criminal or civil penalties in addition to termination of privileges as an NWSChat participant.**

6. Privacy Policy

Registration information about you is subject to our Privacy Policy available at: <https://www.weather.gov/privacy.php>. You understand that the nature of 'chat' is that any content you provide is available to others in both 'real-time' and in logs and therefore NWSChat is not to be used for private or secure communications.

7. Termination of Service

You may request to terminate your account at any time. You agree that your organization may request to terminate your account, with or without your knowledge. You agree to inform NWS when you change your job, role, employer, email address, or you no longer meet participation criteria: your account will be terminated if you no longer qualify. If you change your employer, your account will be terminated and you may re-apply with your new credentials.

You agree that the NWS may terminate your account for breaches or violations of the Terms, or for extended periods of inactivity (greater than 6 months). NWSChat is offered as an enhancement to the services of the National Weather Service, and may be terminated or suspended at any time, with or without advance notice, by any NWS office offering this service.

8. Service Availability

NWSChat is designed to operate 24 hours per day; however there will be times when the service may be temporarily suspended due to software or hardware upgrades, fixes or maintenance, or unexpected technical or security issues. Every effort will be made to eliminate unplanned outages, and those that occur will be addressed as quickly as possible. The following URL can be opened in a browser to see if NWSChat technical problems have been mentioned: <https://forecast.weather.gov/product.php?site=NWS&product=ADA&issuedby=SDM>

A NWS office or center may not be available to respond to 'chat' if they are addressing other critical warning or forecast tasks or are experiencing technical issues.

9. Account Naming Convention

Access to the NWSChat system requires a valid account on the server. All users will have individual accounts. **A valid account will consist of the users' affiliation, e.g. media, em, ham, and their first and last name.**

Account examples (must be all lower case):

Electronic Media: media-wendy.day

Emergency Management: em-will.b.smith

Amateur Radio: ham-john.r.beckenridge

Although users must have an individual account using their affiliation and full name, NWSChat allows users the ability to operate under a 'handle' while using the system. Handles facilitates quick recognition of the user's organization and role. Other chatroom users only see the 'handle' name, but the actual user named account is used for access and recorded in the logs. This ensures individual accountability by the system while providing a level of anonymity to the user. For organizational purposes, it is required that authorized partners use a descriptive 'handle' with their organization and role. **Note that all 'handle' titles are in lower case.**

The following are example 'handle' naming conventions that may be used:

Broadcast Stations: By station call sign - position, location, or last name; wdkj-1, wdkj-studio, wdkj-murphy, wdkj-darone.smith

Emergency Management: By county or state abbreviation - position, station, or last name; sema-al-ops, sema-al-disasterservices, jefferson-al-peters

Amateur Radio: By office - ID net control group or by FCC call sign and first or last name; nwsshv-alert, nwsict-ham, k4nws-graham

Other agencies – Other federal and state agencies may follow their own defined 'alias' naming convention.

10. Changes to the Terms and Conditions

NWS may make changes to these Terms and Conditions of use without prior notification in order to provide clarification or address policy changes. When changes to the Terms and Conditions of use are made, NWS will post them and make them available on the NWSChat website.

You understand and agree that if you use the Service after the changed Terms are posted the NWS will treat your continued use as acceptance of the updated Terms.