

## **The MetroHealth System Social Networks Terms & Conditions**

**Welcome to The MetroHealth System's Social Network, which includes pages on Facebook, You Tube, Twitter and Linked In (the "Site"). By participating in this Site or contributing to this Site, you agree to be bound by the terms and conditions below. If you do not agree to these terms and conditions please exit this Site now.**

1. Your participation on this Site is by MetroHealth's invitation. By participating you accept the invitation to be a guest of this Site.
2. You may use this Site to:
  - a. view content, including pictures and videos
  - b. transmit and post your thoughts and comment. "Transmit" will include transmission by uploading, posting, e-mail or otherwise. You must be at least 18 years old to post any content on this Site.
3. As a guest of this Site, you agree that you will not:
  - a. violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws;
  - b. post any individually identifiable health information including your or another patient's pictures;
  - c. provide medical advice or medical commentary;
  - d. purposefully attempt to steer away MetroHealth patients;
  - e. transmit any material that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, tortuous, defamatory, obscene, libelous, or is an invasion of another person's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined at MetroHealth's discretion;
  - f. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - g. transmit any material that you do not have a right to make available under any law or under contractual or fiduciary relationships; transmit any material (by uploading, posting, e-mail or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  - h. transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other forms of solicitation;
  - i. transmit any material that contains software viruses, worms, disabling code, 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;

- j. harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent; or to share confidential pricing information of any party.
4. MetroHealth reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any Social Media Site, at any time, without notice, for any reason and at its sole discretion. MetroHealth reserves the right to remove, delete, block, filter or restrict by any other means any materials on this Site at MetroHealth's sole discretion.
5. YOU UNDERSTAND AND AGREE THAT YOU HAVE NO EXPECTATION OF PRIVACY WITH REGARDS TO ANY ACTIVITY ON THIS SITE. METROHEALTH MAY DISCLOSE YOUR COMMUNICATIONS AND ACTIVITIES WITH METROHEALTH IN RESPONSE TO LAWFUL REQUESTS BY GOVERNMENTAL AUTHORITIES, INCLUDING PATRIOT ACT REQUESTS, JUDICIAL ORDERS, WARRANTS OR SUBPOENAS, OR FOR THE PROTECTION OF METROHEALTH RIGHTS. YOU AGREE THAT IN THE EVENT THAT METROHEALTH EXERCISES ANY OF ITS RIGHTS HEREUNDER FOR ANY REASON, METROHEALTH WILL HAVE NO LIABILITY TO YOU.
6. By posting any content on this Site, you grant to MetroHealth an irrevocable right to reproduce, distribute, publish, or display such content and the right to create derivative works from your content, edit or modify such content and use such content for any MetroHealth purpose.
7. You shall defend, indemnify, and hold MetroHealth and its organizational affiliates and their respective officers, directors, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for: any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your posting of any content to a Social Media Site, any third-party claims of infringement or any breach of this Policy.
8. YOU EXPRESSLY ACKNOWLEDGE THAT YOU ASSUME ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN SENDING ANY CONTENT OVER THE INTERNET. By its very nature, a Web site and the Internet cannot be absolutely protected against intentional or malicious intrusion attempts. MetroHealth does not control the THIRD PARTY SITES and the Internet over which you may choose to send confidential personal or health information or other content, and, therefore, MetroHealth DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY such interceptions or compromises to your information. When posting any content on an Internet site, you should think carefully about your own privacy in disclosing detailed or private information about yourself and/or your family. Furthermore, MetroHealth does not endorse products, services, views or content displayed on the social media sites.

9. You agree that these terms and conditions and any claim or dispute relating to your use of this Site shall be governed by the laws of the State of Ohio, without regard to its conflict of laws provisions and you agree to be bound by and subject to the exclusive jurisdiction of the local, state or federal courts in Cuyahoga County, Ohio.
10. You may not provide any content to this Site that contains any product or service endorsements or any content that may be construed as political lobbying, solicitations or contributions or use this Site to link to any sites or political candidates or parties or use this Site to discuss political campaigns, issues or for taking a position on any legislation or law.
11. METROHEALTH MAY UPDATE THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE. SUCH UPDATES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING AND WILL GOVERN YOUR SUBSEQUENT USE OF THIS SITE. IT IS YOUR RESPONSIBILITY TO REVIEW THE TERMS AND CONDITIONS FOR POSSIBLE UPDATES.