



Bethesda Healthcare System Social Media Policy for Community and Web

BY POSTING ON ANY BETHESDA HEALTHCARE SYSTEM SOCIAL MEDIA SITE YOU AGREE TO THESE TERMS. Bethesda Healthcare System (“BHS”), which includes Bethesda Memorial Hospital (“BMH”) and its affiliates, and Bethesda Medical Associates (“BMA”), has opened publicly facing pages on social media sites for viewing content and/or videos and posting comments about Bethesda Healthcare System. These social media sites include but are not limited to various blogs, networks, multi-media and news media sites or other user-generated content sites (“BHS Social Media Sites”). By accessing, viewing and/or posting any content to any BHS Social Media Site on the Internet, you accept, without limitation or qualification, the following terms of use. If you do not agree to the terms of this Policy, you may not view or post any content to any BHS Social Media Site on the internet. Your use of BHS Social Media Sites is acceptance of this Policy and has the same effect as if you had actually physically signed an agreement.

1. If you are a BHS-, BMH- or BMH-affiliate employee you must adhere to the BHS MEDIA AND SOCIAL NETWORKING POLICY posted on the BHS Intranet site.
2. You must be at least 18 years old to post any content on any BHS Social Media Site.
3. You are prohibited from posting any content that is personal health information including patient images on any BHS Social Media Site. You are also prohibited from using the BHS Social Media Site to provide medical advice or medical commentary by non-BMH physicians or to use the BHS Social Media Site to make, recommend or increase referrals to physicians who are not employed by BHS.
4. As a guest posting content to any BHS Social Media Site on the internet, you agree that you will not: violate any local, state, federal and international laws and regulations, including but not limited to copyright and intellectual property rights laws regarding any content that you send or receive via this Policy; transmit any material (by uploading, posting, email or otherwise) that is unlawful, disruptive, threatening, profane, abusive,



harassing, embarrassing, tortuous, defamatory, obscene, libelous, or is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in BHS's discretion; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit any material (by uploading, posting, email or otherwise) 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, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising (including advertising of non BHS/BMH services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; transmit any material (by uploading, posting, email or otherwise) 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; 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.

5. BHS reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any BHS Social Media Site, at any time, without notice and for any reason and in its sole discretion. BHS may remove, delete, block, filter or restrict by any other means any materials in BHS's sole discretion. You understand and agree that BHS may disclose your communications and activities with BHS in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of BHS rights. You agree that in the event that BHS exercises any of its rights hereunder for any reason, BHS will have no liability to you.

6. By posting any content on any BHS Social Media Site, you grant to BHS the irrevocable right to reproduce, distribute, publish, and display such content, as well as the



right to create derivative works from your content, edit or modify such content and use such content for any BHS purpose.

7. You shall defend, indemnify, and hold BHS and its corporate 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 BHS 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 WEBSITE AND THE INTERNET CANNOT BE ABSOLUTELY PROTECTED AGAINST INTENTIONAL OR MALICIOUS INTRUSION ATTEMPTS. BHS 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, BHS 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 YOUR FAMILY. FURTHERMORE, BHS DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEWS OR CONTENT DISPLAYED ON THE BHS SOCIAL MEDIA SITE.



9. You agree that any claim or dispute relating to your posting of any content on a BHS Social Media Site on the internet shall be construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions and you agree to be bound and shall be subject to the exclusive jurisdiction of the local, state or federal courts located in Palm Beach County, Florida.

10. You may not provide any content to a BHS Social Media Site that contains any product or service endorsements or any content that may be construed as political lobbying, solicitations or contributions or use the BHS Social Media Site to link to any sites or political candidates or parties or use the BHS Social Media Site to discuss political campaigns, issues or for taking a position on any legislation or law.

11. THIS POLICY MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME A USER ACCESSES A BHS SOCIAL NETWORKING SITE, THE NEW POLICY WILL GOVERN, USAGE, EFFECTIVE UPON POSTING. To remain in compliance, BHS suggests that you review the Policy, as well as the other website policies, at regular intervals. By continuing to post any content after such new terms are posted, you accept and agree to any and all such modifications to this Policy.

Last updated: 9/15/09