Guidelines for Participation in Anne Arundel Medical Center Social Media

These guidelines are for anyone who interacts with Anne Arundel Medical Center (AAMC) through AAMC social media. AAMC social media channels include, but are not limited to, Facebook, Twitter, Instagram, Pinterest, LinkedIn and our Living Healthier Together blog.

We welcome and encourage your posts and comments on social media. These guidelines exist to inform you of our terms and conditions of use, encourage patient privacy and promote respectful communication.

Your activity on any AAMC social media channel is subject to the Terms and Conditions of Use below. By accessing, viewing, posting or otherwise using any content on or available through AAMC social media, you unconditionally accept these Terms and Conditions of Use. If you do not agree to these Terms and Conditions, you are not authorized to engage with or use AAMC social media.

Terms and Conditions of Use:

- Use of AAMC social media does not create a physician-patient relationship with any AAMC medical professional, and we cannot offer medical advice, diagnosis or treatment on social media. Nothing on AAMC social media should replace the health advice or clinical diagnosis of a licensed health care professional. Users should consult with a medical, health or other competent professional before taking any action or drawing any inferences based on the information accessed or viewed through AAMC social media. Any action users take in response to information from AAMC social media is at the user's discretion.
- 2. AAMC reserves the right to:
 - Delete comments that are abusive, off topic, or contain foul language, spam or advertisements for commercial products.
 - Monitor, restrict, block, suspend or discontinue your access to the AAMC social media sites, at any time, with or without advance notice, and for any reason.

- Suspend, change or discontinue any aspect of AAMC social media at any time.
- Disclose your communications and activities with AAMC social media in response to lawful requests by governmental authorities, judicial orders, warrants or subpoenas, or for the protection of AAMC rights.
- Neither AAMC nor its content or service providers guarantee or warrant AAMC social media sites against errors, defects, delays, omissions, interruptions or losses, including losses of data. Files downloaded from AAMC social media are not guaranteed to be free of viruses, bugs, worms or other such destructive properties.
- 4. By posting or creating content on AAMC social media, you automatically grant AAMC the irrevocable, permanent, transferable, non-exclusive, royalty-free, worldwide license (with the right to sublicense) and right to (i) reproduce, publish, distribute and display content, (ii) create derivative works from the content, (iii) edit, modify or delete content and (iv) use content for any AAMC-related purpose.
- 5. By using AAMC social media, you agree not to:
 - Post material that infringes any patent, trademark, copyright or other proprietary rights of any party.
 - Post material that is disruptive, threatening, abusive, profane, harassing, embarrassing, defamatory, libelous, obscene, hateful or otherwise objectionable as determined by AAMC. Disagreements, feedback, and criticism are welcome, but mutual respect is a must and abusive language is not permitted.
 - Post material that endorses or advertises any product or service that is unrelated to AAMC, including any type of political lobbying.
 - Make commercial use of any AAMC social media site or any content, code, data or materials on or available through AAMC social media sites. Users may not download, post, display, publish, copy, reproduce, distribute, transmit, perform, broadcast,



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- create derivative works, sell, alter, edit, delete, remove or otherwise exploit any content, code, data or materials on or available through AAMC social media sites.
- 6. By using AAMC social media, you assume all responsibility for the security, privacy and confidentiality risks related to posting content on social media. AAMC does not warrant or protect against malicious attempts to intercept or compromise user information posted on AAMC social media or sent through the Internet. You should consider your privacy before posting any type of personal information online. Remember that anyone can view your online posts and comments.
- 7. You agree to defend, indemnify and hold AAMC and its content providers and service providers harmless from any and all claims, liabilities, losses, damages, settlements, judgments, costs and expenses, including attorneys' fees, arising in any way from your use of or access to AAMC social media. AAMC reserves the right, at its sole expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with AAMC's defense of such claim.
- 8. AAMC social media, including, without limitation, all services, content, functions, materials and information provided through AAMC social media, are provided "as is," "as available," without warranty of any kind, either expressed or implied, including, without limitation, any warranty for information, data, data processing, uptime or uninterrupted access, any warranties concerning the availability, display, ability, accuracy, precision, correctness, thoroughness, completeness, usefulness or content of information, and any warranties of title, noninfringement. merchantability or fitness for a particular purpose, and AAMC hereby disclaims any and all such warranties, expressed and implied.
- In no event, including but not limited to negligence, shall AAMC, or any of its directors, officers, employees, agents or content or service providers be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or

- directly or indirectly related to, the use of, or the inability to use, AAMC social media or the content, materials and information related to user's provision of information via AAMC social media, lost business or lost sales, even if advised of the possibility of such damages in advance.
- 10. Any dispute, claim or action related to your use, viewing, posting or access to AAMC social media shall be construed in accordance with the laws of the state of Maryland, without regard to its conflicts of laws and principles.
- 11. AAMC reserves the right, at its sole discretion, to suspend, modify or update these terms and conditions at any time without advance notice. Changes will be effective when posted. By continuing to use AAMC social media, you automatically agree to the updated terms and conditions.
- 12. If any term, condition or provision of these Terms of Use is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Terms of Use.
- 13. AAMC employees are subject to additional social media policies as published.

