

Social Media Policy



By posting, commenting or otherwise engaging on any Children's Healthcare of Atlanta Social Media Sites you agree to these terms:

Children's Healthcare of Atlanta ("Children's") has opened publicly facing pages on social media sites for viewing content and/or videos and posting comments about Children's. These social media sites include but are not limited to various blogs, bulletin boards, networks, multi-media and news media sites or other user generated content sites ("Social Media Sites"). By accessing, viewing and/or posting any content related directly or indirectly to Children's on any 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 Social Media Site on the internet. Your use of 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 Children's employee you must adhere to the CHILDREN'S SOCIAL MEDIA AND SOCIAL NETWORKING POLICY post on the Children's Intranet site.

2. Users on Children's Social Media Sites are subject to and expected to follow the age restrictions set forth on the respective social media site for use. Children under the age of 18 are required to ask their parents for permission before publishing or posting any information – including protected health information (PHI) – about themselves on Children's Social Media Sites.

3. 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. Children's does not control the third party Social Media Sites or the Internet over which you may choose to send confidential personal or health information or other content and, therefore, Children's DOES NOT WARRANT ANY SAFEGUARD AGAINST ANY such interceptions or compromises to your information in accordance with HIPAA. 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. Children's strongly discourages publishing or posting personally identifying demographic information, such as address, telephone number or date of birth. Any self-publication or posting of your PHI or your child's PHI, on a Children's Social Media Site, constitutes a WAIVER OF ANY PROTECTIONS afforded such PHI under HIPAA, as well as any other applicable regulations, rules or laws.

4. As a guest posting content to any 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 transmit, upload, or post 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 Children's discretion; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit, upload, or post content that you do not have a right

to make available under any law or under contractual or fiduciary relationships; transmit, upload, or post content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit, upload, or post any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; transmit, upload, or post content 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. Children's 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 and for any reason and in its sole discretion. Children's may remove, delete, block, filter or restrict by any other means any materials in Children's sole discretion. You understand and agree that Children's may disclose your communications and activities with Children's in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of Children's rights. You agree that in the event that Children's exercises any of its rights hereunder for any reason, Children's will have no liability to you.

6. By posting any content on any Social Media Site, you grant to Children's the irrevocable right to reproduce, distribute, publish, display such content and the right to create derivative works from your content, edit or modify such content and use such content for any Children's purpose.

7. You shall defend, indemnify, and hold Children's 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 or other use of a Social Media Site, any third party claims of infringement or any breach of this Policy.

8. You agree that any claim or dispute relating to your posting of any content on a Social Media site on the internet shall be construed in accordance with the laws of the State of Georgia 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 Georgia.

9. You may not provide any content to a 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 Social Media Site to link to any sites or political candidates or parties or use the Social Media Site to discuss political campaigns, issues or for taking a position on any legislation or law.

10. You are discouraged from using the Social Media Site to provide medical advice or medical commentary by non-Children's physicians or to use the Social Media Site to make, recommend or increase referrals to physicians who are not employed by Children's or affiliated with Children's. Information posted here by a third party (e.g. commenter) should not be considered medical advice, nor is it intended to replace consultation with a qualified physician.

All links to other web sites found linked from this blog are provided as a service to readers, but such linkage does not constitute endorsement of those sites by Children's, which is not responsible for the content of external web sites. FURTHERMORE, CHILDREN'S DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEWS OR CONTENT DISPLAYED ON THE SOCIAL MEDIA SITE.

11. THIS POLICY MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME USER ACCESSES A SOCIAL NETWORKING SITE, THE NEW POLICY WILL GOVERN, USAGE, EFFECTIVE UPON POSTING. To remain in compliance, Children's 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.