

OHIOHEALTH SOCIAL MEDIA PRIVACY POLICY

WELCOME/PURPOSE

OhioHealth social networking sites (the “Sites”) are a place where consumers and patients can learn about and contribute to some of the great things happening at OhioHealth. We encourage you to follow and participate in the conversation, with respect for other users.

We welcome you and your comments to the Sites provided you agree to abide by the terms and conditions, rules of engagement, disclaimers and privacy policy (collectively, the “Terms”). The purpose of these Sites is to present matters of public interest to OhioHealth consumers, patients and the community. You may submit your comments, but please note that this is a moderated online discussion site and not a public forum.

OhioHealth’s postings and information in addition to your comments constitute the “Content” of the Sites.

TERMS AND CONDITIONS

In addition to the Terms described here, please refer to each of the Sites’ Terms and Conditions and privacy pages (“the Sites’ Terms”) for more information on each of the Sites’ requirements and policies that also apply to your use of the Sites.

By using the Sites, you (i) agree to be bound by Terms and have the legal authority to accept such Terms; (ii) represent and warrant that you are at least eighteen (18) years of age; and (iii) agree that use of the Sites by a physician or other health care professional is in his/her personal capacity and not as a representative of OhioHealth. This is a legally binding agreement. If you do not agree with the Terms, you are not authorized to use the Sites.

OhioHealth manages the Sites from its offices within Franklin County in the State of Ohio, and the Sites and their Content are intended for users residing in the State of Ohio only. By accessing the Sites, you and OhioHealth agree that the statutes and laws of the State of Ohio, without regard to choice of law principles, will apply to all matters relating to your use of the Sites, and any matters brought relating to your use of the Sites or their Content, shall be brought in the county courts of Franklin County, Ohio.

As between OhioHealth and you, the Content shall be owned by OhioHealth including any intellectual property rights in the Content. The Content may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the prior written permission of OhioHealth, except that, subject to your compliance with the Terms and the Sites’ Terms, you may view or download a single copy of the Content provided that you keep intact all copyright, trademark and other proprietary notices. Modification or use of the Content for any other purposes is a violation of the rights of OhioHealth and/or third parties.

“OhioHealth” and its logo are trademarks owned by OhioHealth. Other trademarks are used with the permission of their respective owners. You agree not to use or display trademarks without the prior written consent of OhioHealth or the owner of such mark.

OHIOHEALTH RULES OF ENGAGEMENT

We encourage you to comment on the Sites, but because we care about our readers, OhioHealth reserves the right to remove comments and/or ban members for irrelevant or offensive comments or for violations of the Terms described in this notice or the Facebook Terms.

In order to prevent your content from being removed, in addition to the prohibited conduct described in the Sites' Terms, the following comments are prohibited:

- Spam, advertising, and links to product promotions, non-relevant, illegal or obscene sites or any sites which may have a negative impact on OhioHealth. OhioHealth reserves the right to remove a link for any reason whatsoever.
- Promoting services, products, or political organizations.
- Personal attacks and profanity.
- Disruptive behavior, such as starting arguments and advocating illegal activity.
- Any personal health information of yourself or others.

DISCLAIMERS

THE SITES DO NOT PROVIDE MEDICAL ADVICE, PROFESSIONAL SERVICES OR RECOMMENDATIONS, AND THE SITES AND THE CONTENT ARE NOT INTENDED TO CONSITUTE (1) THE PRACTICE OF MEDICINE OR THE PROVISION OF HEALTH CARE DIAGNOSIS OR TREATMENT; (2) THE CREATION OF A PHYSICIAN PATIENT OR CLINICAL RELATIONSHIP; OR (3) AN ENDORESEMENT, RECOMMENDATION OR SPONSORSHIP OF ANY PRODUCT OR SERVICE BY OHIOHEALTH OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, CONSULTANTS OR SERVICE PROVIDERS. The Sites and their Content should not and cannot be used to obtain medical information about your personal situation. Please contact your physician directly about any medical questions or concerns, as determinations of the need for medical services and the types of health care to provide a patient are decisions that should only be made by a physician or other licensed health care provider. Additionally, you should never disregard medical advice or delay seeking such advice because of any Content. **DO NOT USE THE SITES FOR EMERGENCY MEDICAL SERVICES. IN THE EVENT OF AN EMERGENCY, DIAL 911, YOUR LOCAL EMERGENCY ASSISTANCE NUMBER AND/OR YOUR PERSONAL PHYSICIAN.**

ALL INFORMATION ON THE SITES IS PUBLIC! Do not post any personal information (including any health information of any kind) about yourself or someone else on the Sites. Please be advised that any information you submit on the Sites is not protected by the Health Insurance and Portability Act of 1996 (HIPAA).

OhioHealth and its commenters may provide links to other sites for the purpose of convenience and providing additional information only. A link does not constitute approval or an endorsement of the provider of the third party site or its content, quality, reliability or any other characteristic or feature of the third party site. OhioHealth is not responsible in any manner (including, without limitation, with respect to any loss or injury you suffer) for any matter associated with a linked site. **OHIOHEALTH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITE. YOUR USE OF ANY LINKED SITE IS SOLELY AT YOUR OWN RISK.** In addition, you should be aware that your use of any linked site is subject to terms and conditions applicable to that site. OhioHealth cannot ensure that all external links are active or appropriate. To report an inactive or inappropriate link, please send an e-mail to: webmaster@ohiohealth.com.

OhioHealth is not liable for any damages resulting from your use of the Sites or Content. **YOU USE THE SITES AND CONTENT AT YOUR OWN RISK. THE SITES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. OHIOHEALTH MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS OR COMPLETENESS OF ANY CONTENT. OHIOHEALTH ALSO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OHIOHEALTH EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND RELATED TO THE SITES OR CONTENT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A**

PARTICULAR PURPOSE OR NON-INFRINGEMENT. OHIOHEALTH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACTIONS OF ANY PRACTITIONER OR OTHER INDIVIDUAL WHO USES THE SITES. OHIOHEALTH MAKES NO WARRANTY THAT THE SITES OR CONTENT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE INFORMATION THAT MAY BE OBTAINED BY USE OF THE SITES OR CONTENT WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SITES AND CONTENT IS TO CEASE USE OF THE SITES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT OHIOHEALTH SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND (EVEN IF OHIOHEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO: (A) ERRORS IN OR OMISSIONS FROM THE SITES AND THEIR CONTENT; (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITES; (C) THE UNAVAILABILITY OF THE SITES OR ANY PORTION THEREOF; (D) YOUR USE OF AND ACCESS TO THE SITES; (E) YOU USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SITES; (F) ANY DIAGNOSIS OR TREATMENT MADE AFTER REVIEWING THE SITES; (G) ANY VIRUSES THAT MAY INFECT YOUR COMPUTE EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THE SITES; OR (H) ANY MATTER OTHERWISE RELATED TO YOUR USE OF THE SITES.

Fan comments do not necessarily reflect the opinions or policies of OhioHealth.

YOUR PRIVACY

This Privacy Policy only governs OhioHealth's use and disclosure of information collected through these Sites. The Sites' privacy policies also apply to use of each Site. The information on the Sites is public! OhioHealth does not collect any personally identifiable information ("Personal Information") about you when you visit the Sites unless you give OhioHealth that information. You may choose not to provide Personal Information via the Sites, and you may choose not to participate in the Sites.

OhioHealth may use the Personal Information you provide to it on the Sites to administer your participation in the Sites and to communicate information OhioHealth thinks may be of interest to you.

By providing Personal Information, you agree that OhioHealth may use it in accordance with this Privacy Policy.

OhioHealth does not sell, rent, or forward to third parties any individually identifiable Personal Information you provide to OhioHealth on the Sites, but the Sites are public and may be viewed by other persons and business. OhioHealth is not liable in any way for use of the Personal Information you submit to the Sites.

OhioHealth may provide links on the Sites to other sites of interest or to sites that perform services for OhioHealth. We do not review or endorse the content of these sites or guarantee that they will abide by our privacy Terms. Your use of such linked sites is subject to the terms and conditions and privacy policies of the providers of those sites.

OhioHealth does not offer or provide products and services for children via the Sites. If you are under eighteen (18) years of age, you may not use the Sites. OhioHealth does not intend to collect Personal Information from children. If your child has submitted Personal Information and you would like to request that such information be removed, you may contact OhioHealth via one of the contact methods described below, and OhioHealth will promptly remove such information and shall not use such information. Users

under the age of eighteen (18) and their parents or guardians are advised that any Personal Information voluntarily entered by children may be available for public access until OhioHealth becomes aware that a user is under the age of eighteen (18) and has had a reasonable opportunity to remove the information from the Sites.

You may contact OhioHealth via one of the contact methods described below if you wish to discuss any issues regarding your information.

CHANGES TO THE TERMS

These Terms are subject to change by OhioHealth periodically. If such a change is made, OhioHealth will post the revised terms on the Policy tab. OhioHealth reserve the right to add to or change the Sites or cease offering the Sites or terminate your use of the Sites at any time and without liability. OhioHealth reserves the right to refuse to offer access to the Sites and/or Content to anyone at any time without notice (including "blocking" an individual through the Sites' privacy options).

CONTACT

If you have concerns about the Terms or the Content posted on this page or have other questions about OhioHealth's policies, please feel free to email Webmaster at webmaster@ohiohealth.com.

The Terms constitute the entire agreement between OhioHealth and you relating to the Sites and Content. There is no agency, partnership, joint venture, employee-employer or physician-patient relationship between any user, including, without limitation, you, and OhioHealth arising solely through use of the Sites. The Terms are binding upon your successors, assigns, heirs and executors. If any provision of the Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect. The failure of OhioHealth to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or condition. Any claim or cause of action arising out of or related to the Sites, Content or the Terms must be filed within one year after such claim or cause of action arose. The section titles of the Terms are merely for convenience and will not have any effect on the substantive meaning of this Agreement.

YOUR USE OF THE SITES INDICATES THAT YOU AGREE TO THE FOREGOING TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE SITES.