Thank you for being a follower of Nationwide Children's Hospital on social media. Nationwide Children's participates on social media in order to provide individuals and families with pediatric health news and hospital information.

While we encourage followers to share thoughts and opinions on Nationwide Children's social media accounts, we expect that this will be done in a respectful manner.

All links posted as comments on Nationwide Children's social media channels will be reviewed and may be deleted.

A comment will be deleted if it contains:

- Hate speech, profanity, obscenity or vulgarity;
- Nudity in profile pictures;
- Defamation, name calling/and or personal attacks to a person or people, or Nationwide Children's employee;
- Spam comments, such as the same comment posted repeatedly on a profile;
- Comments that violate the privacy of our patients and their families;
- Comments including misinformation;
- Comments that include promotion of events, groups, pages, web sites, organizations and programs not related to or affiliated with the hospital; or
- Other comments that the Nationwide Children's Social Media team deems inappropriate.

Violations of the Nationwide Children's comment policy may cause the author to be blocked from Nationwide Children's social media accounts.

Please remember that information posted on any of our social media platforms should not be considered medical advice and should not replace a consultation with a health care professional. Also, Nationwide Children's makes reasonable efforts to monitor and/or moderate content posted on its social media platforms; however, we cannot always respond in a timely manner to online requests for information.

Please exercise caution when posting medical information on any of our social media sites. Please do not disclose personal identifiable information like your location, medical record number, financial information, etc.

By submitting content to Nationwide Children's social media accounts, you understand and acknowledge this information is available to the public. Please note, that other participants may use your posted information beyond the control of Nationwide Children's. Content you have made available via this site may be used, published, copied and/or reprinted.

All links to other websites linked from Nationwide Children's social media sites are provided as a service to readers. Links do not constitute endorsement by Nationwide Children's and as such we are not responsible for the content of external websites.

That's the plain language version of some of the key considerations when using Nationwide Children's social media accounts. Please keep reading for further terms and conditions regarding participation on Nationwide Children's social media sites.

BY POSTING ON NATIONWIDE CHILDREN'S SOCIAL MEDIA SITES, YOU AGREE TO THE TERMS SET FORTH IN THIS SOCIAL MEDIA SITE USER AGREEMENT ("AGREEMENT").

- 1. By accessing, viewing and/or posting any content on any Nationwide Children's Hospital ("NCH") social media site you accept, without limitation or qualification, the following terms of use. If you do not agree to these terms, you may not view or post any content to any NCH social media site. Your use of NCH social media sites is acceptance of this Agreement and has the same effect as if you had actually physically signed an agreement. This policy/disclaimer is in addition to any and all third-party policies (i.e. Facebook, Instagram, Twitter, LinkedIn, YouTube, etc.).
- 2. If you are an NCH employee you must adhere to the <u>Employee Social Media Guidelines</u> posted on ANCHOR.
- 3. You must be at least 18 years old to post any content on any NCH social media site.
- 4. No information on any NCH social media site is intended as medical advice. Information posted on an NCH social media site should not be used in place of professional clinical expertise. Therefore, by participating, you agree that NCH shall not be responsible for information provided under any theory of liability or indemnity. You must contact your health care provider directly for the appropriate information and any health care related advice.
- 5. NCH shall not be held responsible for inappropriate content, images or third party links submitted by other users. All pictures, images, content, or video posted by NCH are the copyrighted property of NCH and may not be used without the express written consent of NCH.
- 6. NCH does not endorse any product, service, views or content displayed on NCH social media sites. The views expressed on NCH social media sites are those of the users and are not necessarily representative of the views of NCH. You may not provide any content to an NCH 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 an NCH social media site to link to any sites or political candidates or parties or use an NCH social media site to discuss political campaigns, issues or for taking a position on any legislation or law.
- 7. As a guest posting content to any NCH 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; 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 NCH's discretion; impersonate any 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 NCH 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.

- 8. NCH reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue access to any NCH social media site, at any time, without notice and for any reason and in its sole discretion. NCH may remove, delete, block, filter or restrict by any other means any materials in NCH's sole discretion. As a public forum, you understand and agree that NCH may disclose your communications and activities with NCH for any and all reasons, including, but not limited to: in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of NCH rights. You agree that in the event that NCH exercises any of its rights hereunder for any reason, NCH will have no liability to you.
- 9. By posting any content on any NCH social media sites, you grant NCH 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 NCH purpose. User hereby releases NCH from any and all liability in connection with NCH's use of any and all pictures, images, content, or video posted on an NCH social media site.
- 10. You shall defend, indemnify, and hold NCH and its 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 an NCH social media site, any third party claims of infringement or any breach of this Agreement.
- 11. 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. NCH 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, NCH 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.
- 12. You agree that any claim or dispute relating to your posting of any content on an NCH social media site shall be construed in accordance with the laws of the State of Ohio

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 Franklin County, Ohio.

13. THIS POLICY MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME A USER ACCESSES A NATIONWIDE CHILDREN'S HOSPITAL SOCIAL MEDIA SITE, THE NEW POLICY WILL GOVERN USAGE EFFECTIVE UPON POSTING. To remain in compliance, NCH suggests that you review this Agreement, as well as the other NCH 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 Agreement.