

Social Media Policy of Twin County Regional Healthcare – External

BY POSTING ON ANY TWIN COUNTY REGIONAL HEALTHCARE (TCRH) AND/OR AFFILIATES' SOCIAL MEDIA SITE YOU AGREE TO THESE TERMS.

Twin County Regional Healthcare (TCRH) has opened publicly facing pages on social media sites for viewing content and/or videos and posting comments. These social media sites include but are not limited to various sites such as Facebook, Twitter, blogs, multimedia or other user-generated content. By accessing, viewing and/or posting any content to any Twin County Regional Healthcare 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 Twin County Regional Healthcare Social Media Site on the internet. Your use of Twin County Regional Healthcare 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 Twin County Regional Healthcare employee, you must adhere to the Employee Electronic Communication and Social Media Guidelines posted on Twin County Regional Healthcare's Intranet. Failure to comply with these policies and procedures may result in disciplinary action up to and including termination of employment.

2. You must be at least 18 years old to post any content on any Twin County Regional Healthcare Social Media Site.

3. You are prohibited from posting any content that is personal health information including patient images on any Twin County Regional Healthcare Social Media Site. You are also prohibited from using the Twin County Regional Healthcare Social Media Site to provide medical advice or medical commentary, without regard to whether such advice or commentary is by non-Twin County Regional Healthcare physicians. You are also prohibited from using the Twin County Regional Healthcare Social Media Site to make, recommend or increase referrals to physicians who are not employed by Twin County Regional Healthcare.

4. As a guest posting content to any Twin County Regional Healthcare 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 any Twin County Regional Healthcare Social Media site; transmit any material (by uploading, posting, email or otherwise) that is unlawful, disruptive to TCRH's ability to conduct business, threatening, profane, abusive, harassing, tortious, defamatory, obscene, libelous, or is an invasion of another's privacy, is hateful or is racially, ethnically or otherwise objectionable as determined by Twin County Regional Healthcare; 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-Twin County Regional Healthcare 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; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent; or to share confidential information of any party.

5. Twin County Regional Healthcare reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete or discontinue your access to any Twin County Regional Healthcare Social Media Site, at any time, without notice and for any reason in its sole discretion. Twin County Regional Healthcare

may, in its sole discretion remove, delete, block, filter or restrict any material. You understand and agree that Twin County Regional Healthcare may disclose your communications and activities with Twin County Regional Healthcare including, but not limited to, in response to lawful requests such as Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of Twin County Regional Healthcare's rights. You agree that in the event Twin County Regional Healthcare exercises any of its rights hereunder for any reason, Twin County Regional Healthcare will have no liability to you.

6. By posting any content on any Twin County Regional Healthcare Social Media Site, you grant to Twin County Regional Healthcare the irrevocable right to reproduce, distribute, publish, display such content, edit or modify such contents, or to create derivative works from your content and use all such content for any purpose, without liability or compensation to you.

7. You shall defend, indemnify and hold Twin County Regional Healthcare 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 actual attorneys' fees) for which they may be held liable but which arose from or was in any way related to your posting of any content to a Twin County Regional Healthcare Social Media Site.

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. TWIN COUNTY REGIONAL HEALTHCARE 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, TWIN COUNTY REGIONAL HEALTHCARE 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, TWIN COUNTY REGIONAL HEALTHCARE DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEWS OR CONTENT DISPLAYED ON THE TWIN COUNTY REGIONAL HEALTHCARE SOCIAL MEDIA SITE.

9. You agree that any claim or dispute relating to your posting of any content on a Twin County Regional Healthcare Social Media Site on the internet shall be construed in accordance with the laws of the Commonwealth of Virginia 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 the city of Galax, Virginia or the Western District of Virginia, Roanoke Division.

10. You may not provide any content to a Twin County Regional Healthcare Social Media Site that contains any product or service endorsements that may be construed as political lobbying, or soliciting support or contributions for any political candidate or party. You are also prohibited from using the Twin County Regional Healthcare Social Media Site to link to any other websites or as a venue in which to discuss any political candidate, campaign or take political a position for or against any legislation or law.

11. THIS POLICY MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME A USER ACCESSES A TWIN COUNTY REGIONAL HEALTHCARE SOCIAL NETWORKING SITE, THE NEW POLICY WILL GOVERN, USAGE, EFFECTIVE UPON POSTING. To remain in compliance, Twin County Regional Healthcare 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.