

Guidelines for Participation in Southampton Hospital Social Media

We encourage your posts and comments in social media channels maintained by Southampton Hospital ("Southampton").

Please understand that we cannot offer medical advice, diagnosis or treatment via the Internet. If you have a question about your specific medical condition, you should contact your doctor or other qualified healthcare professional.

Southampton reserves the right to delete comments that are abusive or off topic or that contain foul language, spam or advertisements for commercial products. Disagreements and feedback/criticism are welcome, but mutual respect is required and abusive language is prohibited.

For your privacy, you should consider carefully before posting personal medical information or other private information to the Internet. Please remember that your posts and comments are available for all to see. In addition, since our sites are crawled regularly by Internet search engines, within a few days of posting on our site, your information may be found when searching the web via internet search engines, such as Google and Yahoo. Since owners of other sites do not need to ask our permission to link to pages on our website, you may also find your information linked from other sites on the web.

Your use of any of the social media platforms maintained by Southampton is subject to the Terms and Conditions of Use set forth below. By accessing, viewing, posting or otherwise using any content on or available through any Southampton sites, you unconditionally accept these Terms and Conditions of Use. If you do not agree to the Terms and Conditions, you may not use the Southampton sites.

Terms and Conditions of Use

1. Use of Southampton social media does not create a physician-patient relationship with any Southampton medical professional. Southampton 's social media sites are made available with the understanding that the content and service providers are not engaged in rendering medical, health, psychological or any other kind of personal professional services through these sites. Users should consult with a medical, health or other competent professional before taking any action or drawing any inferences based upon the information accessed or viewed through the sites; any action taken by a user in response to information obtained from a social media site is at the user's discretion. Nothing read on any Southampton social media site should be relied upon to replace or overrule a licensed health care professional's judgment or clinical diagnosis.
2. Neither Southampton nor its content or service providers guarantee or warrant the Southampton social media sites against errors, defects, delays, omissions, interruptions or losses, including losses of data, nor are any files downloaded from a Southampton site

warranted or guaranteed to be free of viruses, bugs, worms or other such destructive properties.

3. Users grant to Southampton the irrevocable, perpetual, transferable, non-exclusive, royalty-free worldwide license (with the right to sublicense) and right (i) to reproduce, publish, distribute and display content, (ii) to create derivative works from the content, (iii) to edit, modify or delete content, and (iv) to use content for any Southampton purpose.
4. Users are responsible for content submitted to social media sites. You may not submit any material or content that infringes any patent, trademark, copyright or other proprietary rights of any party. You agree that you will not violate any local, state, federal and international laws and regulations, including those related to privacy, copyright and/or other intellectual property rights. You further agree that you will not submit any information that (i) is disruptive, threatening, abusive, profane, harassing, embarrassing, defamatory, libelous, obscene or sexually explicit, hateful, mean-spirited, or racially, ethnically or otherwise objectionable as solely determined by Southampton, (ii) contains any product or service advertisements or endorsements, (iii) can be construed as political lobbying, (iv) violates any law or promotes the violation of any law, or (v) is made by a person masquerading as someone else.
5. Southampton reserves the right to edit, modify, remove or delete any content or other information or materials submitted by Users. Southampton also reserves the right to monitor, restrict, block, suspend or discontinue your access to the Southampton social media sites, at any time, with or without advance notice, and for any reason or no reason at all.
6. The perceptions, opinions, beliefs and attitudes expressed through social media channels maintained by Southampton are those of users and are not necessarily aligned with the policies, standards, and practices of Southampton. Unless the user is serving as an official, approved spokesperson for Southampton, Southampton expressly does not endorse any user-submitted material, content and/or links. Southampton does not assume any liability for any actions of participating users.
7. Users may not make any commercial use of any Southampton social media site or any content, code, data or materials on or available through the Southampton social media sites. Users may not download, post, display, publish, copy, reproduce, distribute, transmit, perform, broadcast, create derivative works, sell or otherwise exploit any content, code, data or materials on or available through the Southampton social media sites. Users also agree not to alter, edit, delete, remove or otherwise modify the meaning, appearance or purpose of any content, code, data or materials on or available through the Southampton social media sites, including, but not limited to, altering, obscuring or removing any trademarks, trade names, logos or other proprietary rights notices.
8. You agree to defend, indemnify and hold Southampton 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 Southampton social media. Southampton 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 Southampton 's defense of such claim.

9. Southampton may suspend, change or discontinue any aspect of Southampton social media at any time.
10. Southampton social media, including, without limitation, all services, content, functions, materials, and information provided through Southampton social media, are provided “as is,” “as available,” without warranty of any kind, either express or implied, including, without limitation, any warranty for information, data, data processing, uptime or uninterrupted access, any warranties concerning the availability, displayability, accuracy, precision, correctness, thoroughness, completeness, usefulness or content of information, and any warranties of title, noninfringement, merchantability or fitness for a particular purpose, and Southampton hereby disclaims any and all such warranties, express and implied.
11. User assumes all responsibility related to the security, privacy and confidentiality risks associated with sending any content over the Internet. Southampton does not warrant or safeguard against intentional or malicious attempts to intercept or compromise user information posted to Southampton social media or sent over the Internet.
12. In no event, including but not limited to negligence, shall Southampton 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, Southampton social media or the content, materials and information related thereto, user’s provision of information via Southampton social media, lost business or lost sales, even if advised of the possibility of such damages in advance.
13. Any dispute, claim or action related to your use, viewing, posting or access to Southampton social media shall be construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.
14. Southampton 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. Users’ continued use of the Southampton social media after such changes to the terms and conditions are posted will be considered acceptance of those changes.
15. 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.