

Social Media Terms of Use

These Social Media Terms of Use (“Policy”) apply, to the extent permitted by the Social Media Sites own terms of use, to individuals who post content of any type to Windsong Radiology Group, P.C. (collectively “Company”, “we” or “us”) social media sites, including without limitation Company’s Twitter, Facebook, Instagram and LinkedIn (“Social Media Sites”). If you do not agree to the terms of this Policy, you may not view or post any content to any Social Media Sites.

Company’s Social Media Sites are not intended to constitute any of the following: 1) the practice of medicine or the provision of health diagnosis or treatment; 2) the creation of a physician-patient or clinical relationship; or 3) an endorsement, recommendation or sponsorship of any product or service by us or any of our affiliates, agents, employees, consultants or service providers. **DO NOT USE THE SOCIAL MEDIA SITES FOR EMERGENCY MEDICAL SERVICES. IN THE EVENT OF AN EMERGENCY, DIAL 911. YOUR LOCAL EMERGENCY ASSISTANCE NUMBER AND/OR YOUR PERSONAL PHYSICIAN.**

You agree that content posted by you (“Content”) complies with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, Content must NOT:

(1) Contain your, or any other person’s, personal contact information, including without limitation, social security numbers, financial information, patient account information or personal health information, including without limitation, patient images, your physician’s name or reason you saw the doctor;

(2) Provide medical advice, medical commentary, or make, recommend or increase referrals to physicians;

(3) Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;

(4) Promote sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

(5) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;

(6) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Policy or our Privacy Policy;

(7) Be likely to deceive any person;

(8) Promote any illegal activity, or advocate, promote or assist any unlawful act;

(9) Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;

(10) Impersonate any person, or misrepresent your identity or affiliation with any person or organization;

(11) Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or

(12) Give the impression that your Content emanates from or is endorsed by us or any other person or entity, if this is not the case.

Please be advised that any information you submit on a Social Media Site is not protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

We may or may not review your Content or any content posted on our Social Media Sites, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or Content provided

by you or any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Policy. You agree that you will indemnify Company against any damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to any Content you post.

You agree that by posting Content on our Social Media Sites, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit and display and distribute such Content in any and all media or distribution methods now known or later developed. Further, by submitting Content, you represent and warrant to Company that you are the sole owner of the Content and that Company's use of the Content will not violate the rights of any third party, including, but not limited to copyright rights; and that you will defend and hold Company harmless from any and all claims arising therefrom. By submitting Content, you waive any right to inspect or approve any use of the Content and agree to hold harmless Company from any and all claims you, your heirs, executors or assigns may at any time have against Company on account of the granting of the license or arising out of Company's use of the Content.

If you provide us with any suggestions or ideas (collectively, "Suggestions") in Content, we will be entitled to use the Suggestions without restriction or compensation to you. You hereby irrevocably assign to Company all right, title and interest in and to the Suggestions and agree to provide us reasonable assistance we may require to document, perfect and maintain our rights in the Suggestions.

All statements and/or opinions expressed in Content, and all articles and responses to questions and other content provided on or through Social Media Sites, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing the Content and materials. Content does not necessarily reflect the opinion of Company. We are not responsible, or liable to you or any third party, for Content or accuracy of any materials provided by any third parties.

Company has the right to take any actions that we consider to be appropriate to ensure that our Social Media Sites are operated in an appropriate manner. We may remove or refuse to post any Content for any or no reason in our sole discretion, and we may take any action with respect to any Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates this Policy, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Social Media Sites or the public or could create liability for Company. We may disclose your identity or other information about you to any third party who claims that Content posted by you violates their rights, including their intellectual property rights or their right to privacy.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any content or materials on or through our Social Media Sites. **YOU WAIVE ANY RIGHT TO ASSERT ANY CLAIMS RESULTING FROM ANY SUCH ACTION TAKEN BY COMPANY.**

Company may provide links to other websites for the purpose of convenience and for 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. Company 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. **COMPANY 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 privacy policies and terms and conditions applicable to that site. Company cannot ensure that all external links are active or appropriate.

Company is not affiliated with Twitter, Facebook, Instagram, LinkedIn or any other social media platform. We are not responsible for how these companies operate popular social media platforms (or any other third party), and they may use the information that you share on our Company page(s) in accordance with the terms and conditions of their particular platform.

THIS POLICY MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME YOU ACCESSES SOCIAL MEDIA SITES, THE NEW POLICY WILL GOVERN YOUR USAGE. TO REMAIN IN COMPLIANCE, COMPANY SUGGESTS THAT YOU REVIEW THE POLICY, AS WELL AS OUR PRIVACY POLICY, AT REGULAR INTERVALS. BY CONTINUING TO VIEW AND POST CONTENT AFTER SUCH NEW TERMS ARE POSTED, YOU ACCEPT AND AGREE TO ANY AND ALL SUCH MODIFICATIONS TO THIS POLICY.

Effective Date: January 18, 2021