

Social Media Policy

I. Purpose

- a. To provide guidelines outlining how EMPLOYER supports, governs, publishes and moderates the use of social media.

II. Scope

- a. Generally, these guidelines set forth in this Social Media Policy should be applied to any online medium where information may reflect back on the image of (EMPLOYER), any (EMPLOYEES) personnel and clients. This Social Media Policy applies to all forms of social media including, but not limited to: various blogs, bulletin boards, networks, multi-media, news media sites blogs, Facebook, Wikipedia or other wikis, Twitter, YouTube, Instagram, Snap Chat, Tik-tok, LinkedIn, or Chat rooms or other user generated content sites (“Social Media Sites”), or any other site where text, pictures, audio and/or videos can be posted. These guidelines also apply to any comments (whether via text, audio and/or video) by (EMPLOYEES) may leave on Social Media applications/boards/forums/outlets might author or respond. Nothing contained in this social media policy is intended to prohibit any (EMPLOYEES) from publishing content that is considered a “protected activity” by the National Labor Relations Board.

1. BY POSTING ON ANY (EMPLOYER) _____ SOCIAL MEDIA SITE YOU AGREE TO THESE TERMS. (EMPLOYER) has opened publicly facing pages on social media sites for viewing content and/or videos and posting comments about (EMPLOYER). These social media sites include but are not limited to various blogs, bulletin boards, networks, multi-media, news media sites blogs, Facebook, Wikipedia or other wikis, Twitter, YouTube, Instagram, Snap Chat, Tik-tok, LinkedIn, or Chat rooms or other user generated content sites (“Social Media Sites”). By accessing, viewing and/or posting any content related directly or indirectly to (EMPLOYER) on any 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 Social Media Site on the internet. Your use of Social Media Sites is acceptance of this Policy and has the same effect as if you had actually physically signed an agreement.

- a. If you are an employee, you must adhere to the (EMPLOYER) MEDIA AND SOCIAL NETWORKING POLICY post on the (EMPLOYER) Intranet site.
- b. You must be at least 18 years old to post any content on any Social Media Site.

- c. You are prohibited from posting any content that is **personal health information** (PHI) including patient images on any Social Media Site. You are also prohibited from using the Social Media Site to provide medical advice or medical commentary by non-(EMPLOYER) physicians or to use the Social Media Site to make, recommend or increase referrals to physicians who are not employed by (EMPLOYER).
- d. You may not disclose any confidential or proprietary information of or about (EMPLOYER), its affiliates, vendors, or suppliers, including but not limited to business and financial information, represent that you are communicating the views of (EMPLOYER), or do anything that might reasonably create the impression that you are communicating on behalf of or as a representative of (EMPLOYER).
- e. You may not use or disclose any patient identifiable, PHI of any kind on any social media site without the express written permission of the patient. Even if an individual is not identified by name within the information you wish to use or disclose, if there is any conceivable basis to believe that the person could still be identified from that information, then its use or disclosure could constitute a violation of the Health Insurance Portability and Accountability Act (HIPAA) and (EMPLOYER's) policy. If in doubt, at all, do not disclose the information.
- f. You must not say or suggest that the views and opinions you express are related to (EMPLOYER) and health care topics represent the official views of (EMPLOYER).
- g. As a guest posting content to any 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 this Policy; 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 (EMPLOYER's) discretion; 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 (EMPLOYER) 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.

- h. (EMPLOYER) reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any Social Media Site, at any time, without notice and for any reason and in its sole discretion. (EMPLOYER) may remove, delete, block, filter or restrict by any other means any materials in (EMPLOYER)'s sole discretion. You understand and agree that (EMPLOYER) may disclose your communications and activities with (EMPLOYER) in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of (EMPLOYER) rights. You agree that in the event that (EMPLOYER) exercises any of its rights hereunder for any reason, (EMPLOYER) will have no liability to you.
- i. By posting any content on any Social Media Site, you grant to (EMPLOYER) 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 (EMPLOYER) purpose.
- j. You shall defend, indemnify, and hold (EMPLOYER) 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 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 a Social Media Site, any third party claims of infringement or any breach of this Policy.
- k. 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. (EMPLOYER) 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, (EMPLOYER) 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, (EMPLOYER) DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEWS OR CONTENT DISPLAYED ON THE SOCIAL MEDIA SITE.

- l. You agree that any claim or dispute relating to your posting of any content on a Social Media Site on the internet shall be construed in accordance with the laws of the State of Louisiana 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 _____ (PARISH), Louisiana.
- m. You may not provide any content to a 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 the Social Media Site to link to any sites or political candidates or parties or use the Social Media Site to discuss political campaigns, issues or for taking a position on any legislation or law.
- n. THIS POLICY MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME A USER ACCESSES A SOCIAL NETWORKING SITE, THE NEW POLICY WILL GOVERN, USAGE, EFFECTIVE UPON POSTING. To remain in compliance, (EMPLOYER) 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.

Acknowledged:

Employee Signature

Date