

Genesis PrimeCare Clinic Social Media Policy/Disclaimer

BY POSTING ON ANY GENESIS PRIMECARE SOCIAL MEDIA SITE, YOU AGREE TO THESE TERMS.

We welcome and encourage open discussion on current and future Genesis PrimeCareClinic Social Media sites - including but not limited to Facebook, LinkedIn, Twitter, YouTube, blogs, and online story-sharing forums - and look forward to any comments, stories and experiences you would like to share.

Genesis PrimeCare Clinic makes a reasonable effort to monitor participation to ensure that you stay on topic. Please remember that information posted on any of Genesis PrimeCare Clinic's social media platforms shouldn't be considered medical advice and shouldn't replace a consultation with a health care professional. If you have a medical emergency, call 911. If you have medically-related questions regarding your health, please call your provider or physician.

Please be aware that once you post something online, there's the potential for thousands of people to read your words, even years from now. As a result, we suggest that you exercise caution when posting information on any of our social media sites and that you not disclose personal identifiable information like your location, medical record number, financial information, etc.

While Genesis PrimeCare Clinic makes reasonable efforts to monitor and/or moderate content posted on its social media platforms, we do not moderate all comments and cannot always respond in a timely manner to online requests for information. Please know we cannot respond to comments that deal with individual medical cases and issues.

Genesis PrimeCare Clinic has publicly opened pages on social media sites for viewing content and/or videos and posting comments. These social media venues may include, but are not limited, to various sites such as Facebook, LinkedIn, Twitter, YouTube, blogs, multimedia or other user-generated content. By accessing, viewing and/or posting any content to any Genesis PrimeCare Clinic 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 Genesis PrimeCare Clinic Social Media site on the internet. Your use of Genesis PrimeCare Clinic Social Media sites is acceptance of this Policy and has the same effect as if you had physically signed an agreement.

1. If you are an Genesis PrimeCare Clinic employee, you must adhere to the [Social Media Compliance Policy](#) supplied by Genesis PrimeCare Clinic and acknowledged by your signature. 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 Genesis PrimeCare Clinic Social Media site.
3. You are prohibited from posting personal health information content, including patient images, on any Genesis

PrimeCare Clinic Social Media site. You are also prohibited from using the Genesis PrimeCare Clinic Social Media site to provide medical advice or medical commentary or to make, recommend or increase referrals to providers and/or physicians.

4. As a guest posting content to any Genesis PrimeCare Clinic Social Media site on the internet, you agree that you will not:

- violate any HIPAA, 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, etc.) that is unlawful, viewed as malicious, obscene, threatening or intimidating, that disparage patients, employees, suppliers or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or post that could contribute to a hostile work environment on the basis of race, sex, disability, religion or other status protected by law or company policy;
- 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, etc.) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- transmit (by uploading, posting, email, etc.) any unsolicited or unauthorized advertising (including advertising of non-Genesis PrimeCare Clinic services or products or use of logo), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes";
- transmit any material (by uploading, posting, email, etc.) 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;
- 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.

5. Genesis PrimeCare Clinic reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any Genesis PrimeCare Clinic Social Media site, at any time, without notice, for any reason and at its sole discretion. Genesis PrimeCare Clinic may remove, delete, block, filter or restrict by any other means any materials at its sole discretion. You understand and agree that Genesis PrimeCare Clinic may disclose your communications and activities with Genesis PrimeCare Clinic in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of Genesis PrimeCare Clinic rights. In the event that Genesis PrimeCare Clinic exercises any of its rights hereunder for any reason, you agree that Genesis PrimeCare Clinic will have no liability to you.

6. By posting any content on any Genesis PrimeCare Clinic Social Media site, you grant to Genesis PrimeCare Clinic the irrevocable right to reproduce, distribute, publish, and display such content and the right to create derivative works from your content, edit or modify such content and use such content for any Genesis PrimeCare Clinic purpose.

7. You shall defend, indemnify, and hold Genesis PrimeCare Clinic and its corporate affiliates and their respective officers, directors, employees, contractors, agents, and successors 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 Genesis PrimeCare Clinic Social Media site, any third party claims of infringement or any breach of this Policy.

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 ATTEMPTS.

East Texas Border Health DBA Genesis PrimeCare (Genesis PrimeCare Clinic) 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, Genesis PrimeCare Clinic 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, Genesis PrimeCare Clinic DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEWS OR CONTENT DISPLAYED ON ANY Genesis PrimeCare Clinic SOCIAL MEDIA SITE.

9. You agree that any claim or dispute relating to your posting of any content on an Genesis PrimeCare Clinic Social Media site on the internet shall be construed in accordance with the laws of the state of Texas and Arkansas without regard to its conflict of laws or provisions, and you agree to be bound and shall be subject to the exclusive jurisdiction of the local, state or federal agencies and/or courts.

10. You may not provide any content to an Genesis PrimeCare Clinic 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 any Genesis PrimeCare Clinic Social Media site to link to any sites or political candidates or parties; or use any Genesis PrimeCare Clinic Social Media site to discuss political campaigns, issues or for taking a position on any legislation or law.

11. The opinions and or views expressed on any Genesis PrimeCare Clinic social media platform, including, but not limited to, Facebook, LinkedIn, Twitter and YouTube, blogs, represent the thoughts of individual bloggers and online communities, and not those necessarily of Genesis PrimeCare Clinic or any of its corporate affiliates or any of their respective directors, officers, employees, research staff, medical staff or members of its respective board of directors. The opinions and views expressed on these pages do not in any way reflect the views of the site they are posted on, other sites affiliated with the site, the staff involved with maintaining the site or any members of the site.

12. THIS POLICY MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME A USER ACCESSES AN East Texas Border Health DBA Genesis PrimeCare Clinic (Genesis PrimeCare Clinic) SOCIAL NETWORKING SITE, THE NEW POLICY WILL GOVERN USAGE, EFFECTIVE UPON POSTING. To remain in compliance, Genesis PrimeCare Clinic 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.