



McLean County Orthopedics (MCO) utilizes our website and social media platforms to promote effective communication with our patients, prospective patients, employees, and the community at large. Social media platforms include, but are not limited to, Facebook, Instagram, YouTube, LinkedIn, and Twitter. Our goal is to provide relevant, interesting, and informative information about our services and our culture. This policy serves to protect our patients, our company, and our community from misuse or misunderstanding, so both website and social media efforts can achieve our intentions of positive, two-way communication.

**By accessing, viewing, participating, or posting on any MCO website or social media platform, you agree to the terms of this policy. Your use of MCO social media sites is acceptance of this policy and has the same effect as if you had physically signed an agreement. Please be aware that MCO:**

- reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any MCO social media site, at any time, without notice and for any reason and at their sole discretion.
  - may remove, delete, block, filter, or restrict by any other means any materials posted, placed, or found within an MCO social media platform, and do so at their sole discretion.
  - may communicate and remarket to those who have visited our website and social channels to improve communication and increase accessibility to MCO services.
  - may utilize posted information for promotional, educational, or general communication purposes; information may be shared, commented upon, or used in any way.
  - will not sell their data or user information to third-parties, nor are they responsible for what third-party social media platforms may do with any visitor information.
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**As a guest posting content to any MCO websites or social media site on the internet, including Facebook, you assume all responsibility for all information that you post, send, email, transmit, and communicate via MCO social media channels. This includes assuming all responsibility for the security, privacy, and confidentially risks inherent in sending any content over the internet. In addition, to comply with this policy, you agree that you:**

- will not 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 MCO's discretion.
  - will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
  - will not transmit any material (by uploading, posting, email, or otherwise) that you do not have a right to make available under any law or contractual or fiduciary relationships.
  - will not transmit any material (by uploading, posting, email, or otherwise) that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
  - will not transmit (by uploading, posting, email, or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation.
  - will not 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, hardware, or telecommunications equipment.
  - will not 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.
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- will not violate any local, state, federal or international laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA), as well as copyright and intellectual property rights laws regarding any content that you send, post, transmit, email, or otherwise use on MCO's website and social media platforms. You will not violate any critical governing laws, including but not limited to ADA, OSHA, DOL, and EEOC.
- will not post any content that reveals personal health information identifying directly or indirectly an MCO patient (name, SSN, DOB, etc.), including patient images on any MCO website or social media site.

You shall hold MCO and their respective officers, directors, employees, contractors, and agents harmless from and against any losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorney 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.

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 Illinois and you agree to be subject to the exclusive jurisdiction of the local, state, or federal courts located in McLean County, Illinois.

This Online Communication Policy may be updated at any time without notice. Each time a user accesses a social networking site, the current policy will be in effect. MCO suggests that you review the policy at regular intervals.

**For questions or a copy of this policy, please contact Pam Kuntz, Administrative Assistant, McLean County Orthopedics, 309-663-6461.**

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