

The James



THE OHIO STATE UNIVERSITY
COMPREHENSIVE CANCER CENTER

OSUCCC – JAMES SOCIAL MEDIA POLICY

The Ohio State University Comprehensive Cancer Center – James Cancer Hospital and Solove Research Institute (OSUCCC – James) social networks (the “Networks”) are designed to improve our relationship with survivors, their families and caregivers, physicians, researchers, faculty, staff, donors, advocates and supporters of all kinds by engaging in a dialogue about all things cancer-related.

We encourage all online users to interact with the OSUCCC – James on the Networks by posting your questions, comments, photos, links and videos, as well as sharing the content disseminated by the OSUCCC – James with your online connections in order to spread our message of creating a cancer-free world. The OSUCCC – James’ postings and information, in addition to your contributions to the Networks, constitute the “Content” of the Networks.

We strive to provide helpful, educational and inspirational material while maintaining a mutually comfortable, respectful online environment. We welcome you and your comments to the Networks provided you agree to abide by the terms and conditions, community engagement guidelines, disclaimers and privacy policy (collectively, the “Terms”).

TERMS AND CONDITIONS

In addition to the Terms described here, please refer to each of the Networks’ Terms and Conditions and privacy pages (the Networks’ Terms”) for more information on each of the Networks’ requirements and policies that also apply to your use of the Networks.

By using the Networks, you (i) agree to be bound by Terms and have the legal authority to accept such Terms; (ii) represent and warrant that you are at least eighteen (18) years of age; and (iii) agree that use of the Networks by a physician or other health care professional is in his/her personal capacity and not as a representative of the OSUCCC – James. This is a legally binding agreement. If you do not agree with the Terms, you are not authorized to use the Networks.

As between the OSUCCC – James and you, the Content shall be owned by the OSUCCC – James including any intellectual property rights in the Content. The Content may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the prior written permission of the OSUCCC – James, except that, subject to your compliance with the Terms and the Networks’ Terms, you may view or download a single copy of the Content provided that you keep intact all copyright, trademark and other proprietary notices. Modification or use of the Content for any other purposes is a violation of the rights of the OSUCCC – James and/or third parties.

The OSUCCC – James and its logo are trademarks owned by the OSUCCC – James. Other trademarks are used with the permission of their respective owners. You agree not to use or display trademarks without the prior written consent of the OSUCCC – James or the owner of such mark.

COMMUNITY ENGAGEMENT GUIDELINES

In order to maintain a comfortable, friendly online environment, please refrain from using the following in your posts or comments:

- Language or content that is offensive, obscene, harassing, intimidating, embarrassing or defamatory in any way
- Promotion of any commercial products or services and messaging that is counter to the health and healing mission of The James
- Content that is illegal or violates the intellectual property, privacy or other rights of any person or entity
- Verbal attacks on individuals or groups
- Discriminatory comments related to age, race, ethnicity, religion, income level, gender, color, marital status, national origin, physical or mental disability, sexual orientation, etc.

The OSUCCC – James regularly monitors all social media interactions and reserves the right to remove posts and comments and/or ban any individual or group that the OSUCCC – James determines, in its sole discretion, has failed to abide by these community engagement guidelines.

DISCLAIMERS

THE NETWORKS DO NOT PROVIDE MEDICAL ADVICE, PROFESSIONAL SERVICES OR RECOMMENDATIONS, AND THE NETWORKS AND THE CONTENT ARE NOT INTENDED TO CONSITUTE (1) THE PRACTICE OF MEDICINE OR THE PROVISION OF HEALTH CARE 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 THE OSUCCC – JAMES OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, CONSULTANTS OR SERVICE PROVIDERS. The Networks and their Content should not and cannot be used to obtain medical information about your personal situation. Please contact your physician directly about any medical questions or concerns, as determinations of the need for medical services and the types of health care to provide a patient are decisions that should only be made by a physician or other licensed health care provider. Additionally, you should never disregard medical advice or delay seeking such advice because of any Content. DO NOT USE THE SITES FOR EMERGENCY MEDICAL SERVICES. IN THE EVENT OF AN EMERGENCY, DIAL 911, YOUR LOCAL EMERGENCY ASSISTANCE NUMBER AND/OR YOUR PERSONAL PHYSICIAN. ALL INFORMATION ON THE SITES IS PUBLIC. Do not post any personal information (including any health information of any kind) about yourself or someone else on the Networks. Please be advised that any information you submit on the Networks is not protected by the Health Insurance and Portability Act of 1996 (HIPAA).

The OSUCCC – James and its commenters may provide links to other sites for the purpose of convenience and 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. The OSUCCC – James 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. THE OSUCCC – JAMES 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 terms and conditions applicable to that site. The OSUCCC – James cannot ensure that all external links are active or appropriate. To report an inactive or inappropriate link, please send an e-mail to: JamesSocialMedia@osumc.edu.

The OSUCCC – James is not liable for any damages resulting from your use of the Networks or Content. YOU USE THE NETWORKS AND CONTENT AT YOUR OWN RISK. THE NETWORKS AND CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE”, AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. THE OSUCCC – JAMES MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS OR COMPLETENESS OF ANY CONTENT. THE OSUCCC – JAMES ALSO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE OSUCCC – JAMES EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND RELATED TO THE NETWORKS OR CONTENT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE OSUCCC – JAMES EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACTIONS OF ANY PRACTITIONER OR OTHER INDIVIDUAL WHO USES THE NETWORKS. THE OSUCCC – JAMES MAKES NO WARRANTY THAT THE NETWORKS OR CONTENT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE INFORMATION THAT MAY BE OBTAINED BY USE OF THE NETWORKS OR CONTENT WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE NETWORKS AND CONTENT IS TO CEASE USE OF THE SITES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE OSUCCC – JAMES SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND (EVEN IF THE OSUCCC – JAMES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO: (A) ERRORS IN OR OMISSIONS FROM THE NETWORKS AND THEIR CONTENT; (B) ANY THIRD PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE NETWORKS; (C) THE UNAVAILABILITY OF THE NETWORKS OR ANY PORTION THEREOF; (D) YOUR USE OF AND ACCESS TO THE NETWORKS; (E) YOU USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE NETWORKS; (F) ANY DIAGNOSIS OR TREATMENT MADE AFTER REVIEWING THE NETWORKS; (G) ANY VIRUSES THAT MAY INFECT YOUR COMPUTE EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THE NETWORKS; OR (H) ANY MATTER OTHERWISE RELATED TO YOUR USE OF THE NETWORKS.

Fan comments do not necessarily reflect the opinions or policies of the OSUCCC – James.

PRIVACY POLICY

This Policy only governs the OSUCCC – James’ use and disclosure of information collected through these Networks. The Networks’ privacy policies also apply to use of each Network. The information on the Networks is public.

The OSUCCC – James does not collect any personally identifiable information (“Personal Information”) about you when you visit the Networks unless you give the OSUCCC - James that information. You may choose not to provide Personal Information via the Networks, and you may choose not to participate in the Networks.

The OSUCCC – James may use the Personal Information you provide to it on the Networks to administer your participation in the Networks and to communicate information the OSUCCC – James thinks may be of interest to you.

By providing Personal Information, you agree that the OSUCCC – James may use it in accordance with this Privacy Policy.

The OSUCCC – James does not sell, rent, or forward to third parties any individually identifiable Personal Information you provide to The OSUCCC – James on the Networks, but the Networks are public and may be viewed by other persons and business. The OSUCCC – James is not liable in any way for use of the Personal Information you submit to the Networks.

The OSUCCC – James may provide links on the Networks to other sites of interest or to sites that perform services for the OSUCCC – James. We do not review or endorse the content of these sites or guarantee that they will abide by our privacy Terms. Your use of such linked sites is subject to the terms and conditions and privacy policies of the providers of those sites.

The OSUCCC – James does not intend to collect Personal Information from children. If your child has submitted Personal Information and you would like to request that such information be removed, you may contact the OSUCCC – James via one of the contact methods described below, and the OSUCCC – James will promptly remove such information and shall not use such information. Users under the age of eighteen (18) and their parents or guardians are advised that any Personal Information voluntarily entered by children may be available for public access until the OSUCCC – James becomes aware that a user is under the age of eighteen (18) and has had a reasonable opportunity to remove the information from the Networks.

You may contact the OSUCCC – James via one of the contact methods described below if you wish to discuss any issues regarding your information.

CHANGES TO THE TERMS

These Terms are subject to change by the OSUCCC – James periodically. If such a change is made, the OSUCCC – James will

post the revised terms on cancer.osu.edu. The OSUCCC – James reserve the right to add to or change the Networks or cease offering the Networks or terminate your use of the Networks at any time and without liability. The OSUCCC – James reserves the right to refuse to offer access to the Networks and/or Content to anyone at any time without notice (including “blocking” an individual through the Networks’ privacy options).

CONTACT

If you have concerns about the Terms or the Content posted on the Networks or have other questions about The OSUCCC – James’ policies, please feel free to email JamesSocialMedia@osumc.edu.

The Terms constitute the entire agreement between the OSUCCC – James and you relating to the Networks and Content. There is no agency, partnership, joint venture, employee-employer or physician-patient relationship between any user, including, without limitation, you, and the OSUCCC – James arising solely through use of the Networks. The Terms are binding upon your successors, assigns, heirs and executors. If any provision of the Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect. The failure of the OSUCCC – James to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or condition. Any claim or cause of action arising out of or related to the Networks, Content or the Terms must be filed within one year after such claim or cause of action arose. The section titles of the Terms are merely for convenience and will not have any effect on the substantive meaning of this Agreement.

YOUR USE OF THE NETWORKS INDICATES THAT YOU AGREE TO THE FOREGOING TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE THE NETWORKS.