

The University of Arkansas for Medical Sciences' Social Media Guidelines/Terms of Use

The goal of UAMS' social media sites is to provide the public with health information and information about UAMS' doctors, services, facilities and events.

These guidelines are for anyone who may wish to interact with UAMS through social media.

We welcome and encourage your comments in social media channels maintained by UAMS. However, we request that you are courteous and mindful of what you say. UAMS does not moderate or censor comments, but we reserve the right to delete comments that are abusive, threatening, profane, off topic, obscene, slanderous, or contains foul language, spam, advertisements for commercial products, or are harassing or hostile toward any individual or our institution.

If an individual continues to post inappropriately, we reserve the right to block that user and ban him/her from posting in the future.

Disagreements and feedback/criticism are welcome, but mutual respect is a must, and abusive language is out of bounds.

For your privacy, you should carefully consider before posting personal medical information on the internet. Please remember that your posts and comments are available for all to see.

Please understand that we cannot respond to every comment, and that we cannot offer medical advice, diagnosis or treatment via the Internet. If you have a question about your specific medical condition, you should contact your doctor or other qualified health care professional. If you do not have a doctor or other qualified health care professional, we can direct you to the appropriate clinic or give you contact information for a clinic or service, but we cannot address your specific medical circumstances.

And, of course, if you are in the U.S. and experiencing a medical emergency, please call 911 or go to the nearest Emergency Department.

Complaints posted on UAMS' social media websites are not grievances. If a complaint is posted, a response will be posted, and you will be asked that the conversation be taken off-line so that additional information may be gathered and the complaint addressed.

Your use of any of the social media channels maintained by UAMS is subject to the Terms and Conditions of Use set forth below. By accessing, viewing, posting or otherwise using any content on or available through UAMS' sites, you unconditionally accept these Terms and Conditions of Use.

Terms and Conditions of Use

1. Use of UAMS social media does not create a physician-patient relationship with any UAMS medical professional. Users should consult with a medical, health or other competent professional before taking any action or drawing any inferences based upon the information accessed or viewed through the sites. Further, any action taken by a user in response to information obtained from a social media site is at the user's discretion. Nothing read on any UAMS social media site should be relied upon to replace or overrule a licensed health care professional's judgment or clinical diagnosis.
2. Neither UAMS nor its content or service providers guarantee or warrant the UAMS social media sites against errors, defects, delays, omissions, interruptions or losses, including losses of data, nor are any files downloaded from a UAMS site warranted or guaranteed to be free of viruses, bugs, worms or other such destructive properties.
3. Users grant to UAMS the irrevocable, perpetual, transferrable, nonexclusive, royalty-free worldwide license (with the right to sublicense) and right (i) to reproduce, publish, distribute and display content, (ii) to create derivative works from the content, (iii) to edit, modify or delete content, and (iv) to use content for any UAMS purpose.
4. Users are responsible for content submitted to social media sites. You may not submit any material or content that infringes any patent, trademark, copyright or other proprietary rights of any party. You agree that you will not violate any local, state, federal, or international laws and regulations, including those related to copyright and other intellectual property rights. You further agree that you will not submit any information that (i) is disruptive,

threatening, abusive, profane, harassing, embarrassing, defamatory, libelous, obscene, hateful, racially or ethnically offensive, or otherwise objectionable as solely determined by UAMS, (ii) contains any product or service advertisements or endorsements, or (iii) can be construed as political lobbying.

5. Users may not make any commercial use of any UAMS social media site or any content, code, data or materials on or available through UAMS' social media sites. Users may not download, post, display, publish, copy, reproduce, distribute, transmit, perform, broadcast, create derivative works, sell or otherwise exploit any content, code, data or materials on or available through UAMS' social media sites. Users also agree not to alter, edit, delete, remove or otherwise modify the meaning, appearance or purpose of any content, code, data or materials on or available through UAMS' social media sites, including, but not limited to, altering, obscuring or removing any trademarks, trade names, logos or other proprietary rights notices.
6. UAMS reserves the right to edit, modify, remove or delete any content or other information or materials submitted by Users.
7. UAMS also reserves the right to monitor, restrict, block, suspend or discontinue your access to UAMS' social media sites, at any time, with or without advance notice, and for any reason or no reason at all.
8. UAMS may, without any permission obtained from you, disclose your communications and activities with UAMS' social media in response to lawful requests by governmental authorities, judicial orders, warrants or subpoenas, or for the protection of UAMS' rights.
9. You agree to defend, indemnify and hold harmless UAMS and its content providers and service providers from any and all claims, liabilities, losses, damages, settlements, judgments, costs and expenses, including attorneys' fees, arising in any way from your use of or access to UAMS' social media. UAMS reserves the right, at its sole expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with UAMS in defense of such claim.
10. UAMS may suspend, change or discontinue any aspect of UAMS' social media at any time.
11. UAMS SOCIAL MEDIA, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FUNCTIONS, MATERIALS AND INFORMATION PROVIDED THROUGH UAMS SOCIAL MEDIA, ARE PROVIDED "AS IS," "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, DISPLAYABILITY, ACCURACY, PRECISION, CORRECTNESS, THOROUGHNESS, COMPLETENESS, USEFULNESS OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND UAMS HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED.
12. USER ASSUMES ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS ASSOCIATED WITH SENDING ANY CONTENT OVER THE INTERNET. UAMS DOES NOT WARRANT OR SAFEGUARD AGAINST INTENTIONAL OR MALICIOUS ATTEMPTS TO INTERCEPT OR COMPROMISE USER INFORMATION POSTED TO UAMS SOCIAL MEDIA OR SENT OVER THE INTERNET.
13. IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE UNIVERSITY OF ARKANSAS, ITS BOARD OF TRUSTEES, UAMS, OR ANY OF UAMS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, UAMS' SOCIAL MEDIA OR THE CONTENT, MATERIALS AND INFORMATION RELATED THERETO, USER'S PROVISION OF INFORMATION VIA UAMS' SOCIAL MEDIA, LOST BUSINESS OR LOST SALES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
14. Any dispute, claim or action related to your use, viewing, posting or access to UAMS' social media shall be construed in accordance with the laws of the State of Arkansas, without regard to its conflicts of laws principles.
15. UAMS RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO SUSPEND, MODIFY OR UPDATE THESE TERMS AND CONDITIONS AT ANY TIME WITHOUT ADVANCE NOTICE. Changes will be effective when posted. Users' continued use of the UAMS' social media after such changes to the terms and conditions are posted will be considered acceptance of those changes.
16. If any term, condition or provision of these Terms of Use is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the Terms of Use.