



International Parkinson and Movement Disorder Society

Social Media Site User Policy

~ Last Updated September 2013 ~

By posting on any International Parkinson and Movement Disorder Society Social Media Site you agree to the following terms:

The International Parkinson and Movement Disorder Society (“MDS”) has opened publicly facing pages on Social Media Sites (Facebook, Twitter, LinkedIn and YouTube) for viewing content and/or videos and photographs and posting comments about MDS. These Social Media Sites include but are not limited to various forums, networks, multimedia and links to news media Sites or other user generated content Sites (“MDS Social Media Sites”). By accessing, viewing and/or posting any content related directly or indirectly to MDS on any MDS 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 MDS Social Media Site on the Internet. Your use of MDS Social Media Sites is acceptance of this Policy and has the same effect as if you had actually physically signed an agreement.

1. You must be a medical or healthcare professional and at least 21 years old to post any content on any MDS Social Media Site.
2. You are prohibited from posting any content that contains personal health information, including but not limited to patient images, on any MDS Social Media Site. You are also prohibited from using the MDS Social Media Site to provide medical advice or medical commentary.
3. As a guest posting content to any MDS 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, tortious,

- defamatory, obscene, libelous, or is an invasion of another's privacy, is hateful or racially, ethnically or otherwise objectionable as solely determined in MDS' 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 MDS 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;
 - transmit any material (by uploading, posting, email or otherwise) that encourages or facilitates others to arrive at any agreement that either expressly or impliedly leads to conduct intended to illegally restrict free trade in violation of the antitrust laws;
 - harass another;
 - collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
 - share confidential pricing information of any party.

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

4. By posting any content on any MDS Social Media Site, you grant to MDS the irrevocable right and license 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 MDS purpose.
5. You shall defend, indemnify, and hold MDS and its 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 any MDS Social Media Site, any third party claims of infringement or any breach of this Policy.

6. The MDS Social Media Sites are provided as a service of MDS. MDS is not responsible for the opinions and information posted by others. MDS **disclaims all warranties with regard to information and comments posted, whether posted by MDS or any third party; this disclaimer includes all implied warranties of merchantability and fitness. in no event shall MDS be liable for any special, indirect, or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with the use or performance of any information or comments posted.**

7. **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. MDS 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, **MDS 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, MDS does not endorse any product, service, views or content displayed on any MDS Social Media Site.**

8. You agree that any claim or dispute relating to your posting of any content on any MDS Social Media Site on the Internet shall be construed in accordance with the laws of the State of Wisconsin, USA, 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 Milwaukee County, Wisconsin, USA.

9. You may not provide any content to any MDS 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 MDS Social Media Site to link to any Sites or political candidates or parties or use the MDS Social Media Site to discuss political campaigns, issues or for taking a position on any legislation or law.

10. **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, MDS 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.