

**Guidelines for Participation in  
Henderson Mill Dental Care, P.C. Social Media**

These guidelines are for anyone who may wish to interact with Henderson Mill Dental Care, P.C. (“Henderson Mill Dental”) through social media.

We encourage your posts and comments in social media channels maintained by Henderson Mill Dental

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 healthcare professional.

And, of course, if you are in the U.S. and experiencing a medical emergency, please call 911.

Henderson Mill Dental does not moderate or censor comments, but we reserve the right to delete comments that are abusive or off topic or that contain foul language, spam or advertisements for commercial products. Disagreements and feedback/criticism are welcome, but mutual respect is a must, and abusive language is out of bounds.

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

Your use of any of the social media channels maintained by Henderson Mill Dental 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 the Henderson Mill Dental sites, you unconditionally accept these Terms and Conditions of Use. If you do not agree to the Terms and Conditions, you may not use the Henderson Mill Dental sites.

**Terms and Conditions of Use**

1. Use of Henderson Mill Dental social media does not create a physician-patient relationship with any Henderson Mill Dental medical professional. Henderson Mill Dental social media sites are made available with the understanding that the content and service providers are not engaged in rendering medical, health, psychological or any other kind of personal professional services through these sites. 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; 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 Henderson Mill Dental social media site should be relied upon to replace or overrule a licensed health care professional’s judgment or clinical diagnosis.
2. Neither Henderson Mill Dental nor its content or service providers guarantee or warrant the Henderson Mill Dental social media sites against errors, defects, delays, omissions, interruptions or losses, including losses of data, nor are any files downloaded from a Henderson Mill Dental site warranted or guaranteed to be free of viruses, bugs, worms or other such destructive properties.
3. Users grant to Henderson Mill Dental the irrevocable, perpetual, transferable, non-exclusive, 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 Henderson Mill Dental 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 and 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 or racially, ethnically or is otherwise objectionable as solely determined by Henderson Mill Dental, (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 Henderson Mill Dental social media site or any content, code, data or materials on or available through the Henderson Mill Dental 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 the Henderson Mill Dental 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 the Henderson Mill Dental social media sites, including, but not limited to, altering, obscuring or removing any trademarks, trade names, logos or other proprietary rights notices.

6. Henderson Mill Dental reserves the right to edit, modify, remove or delete any content or other information or materials submitted by Users.
7. Henderson Mill Dental also reserves the right to monitor, restrict, block, suspend or discontinue your access to the Henderson Mill Dental social media sites, at any time, with or without advance notice, and for any reason or no reason at all.
8. Henderson Mill Dental may, without any liability to you, disclose your communications and activities with Henderson Mill Dental social media in response to lawful requests by governmental authorities, judicial orders, warrants or subpoenas, or for the protection of Henderson Mill Dental' rights.
9. You agree to defend, indemnify and hold Henderson Mill Dental and its content providers and service providers harmless 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 Henderson Mill Dental social media. Henderson Mill Dental 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 Henderson Mill Dental' defense of such claim.
10. Henderson Mill Dental may suspend, change or discontinue any aspect of Henderson Mill Dental social media at any time.
11. Henderson Mill Dental SOCIAL MEDIA, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, CONTENT, FUNCTIONS, MATERIALS AND INFORMATION PROVIDED THROUGH HENDERSON MILL DENTAL 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 HENDERSON MILL DENTAL 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. HENDERSON MILL DENTAL DOES NOT WARRANT OR SAFEGUARD AGAINST INTENTIONAL OR MALICIOUS ATTEMPTS TO INTERCEPT OR COMPROMISE USER INFORMATION POSTED TO HENDERSON MILL DENTAL SOCIAL MEDIA OR SENT OVER THE INTERNET.
13. IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL HENDERSON MILL DENTAL, OR ANY OF ITS 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, HENDERSON MILL DENTAL SOCIAL MEDIA OR THE CONTENT, MATERIALS AND INFORMATION RELATED THERETO, USER'S PROVISION OF INFORMATION VIA HENDERSON MILL DENTAL 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 Henderson Mill Dental social media shall be construed in accordance with the laws of the state of Georgia, without regard to its conflicts of laws principles.
15. HENDERSON MILL DENTAL 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 Henderson Mill Dental 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.

### **Comment Policy**

By posting any comments, posts or other material on Henderson Mill Dental-sponsored social media sites, you give Henderson Mill Dental the irrevocable right to reproduce, distribute, publish, display, edit, modify, create derivative works from, and otherwise use your submission for any purpose in any form and on any media. You also agree that you will not:

1. Post material that infringes on the rights of any third party, including intellectual property, privacy or publicity rights.
2. Post material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Henderson Mill Dental in its sole discretion.
3. Post advertisements or solicitations of business.
4. Post chain letters or pyramid schemes.
5. Impersonate another person.
6. Allow any other person or entity to use your identification for posting or viewing comments.
7. Post the same note more than once or "spam."

Henderson Mill Dental reserves the right (but is not obligated) to do any or all of the following:

1. Remove communications that are abusive, illegal or disruptive, or that otherwise fail to conform with these Terms and Conditions.
2. Terminate a user's access to the blog feature upon any breach of these Terms and Conditions.
3. Edit or delete any communications posted on the blog feature, regardless of whether such communications violate these standards.

Finally, you agree that you will indemnify Henderson Mill Dental against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to any material you have posted.

### **Social Media Practitioner/Influencer Policy**

You agree, as a Henderson Mill Dental-sponsored, seeded or incentivized Social Media Practitioner/Influencer, to all of the above-referenced policies.

As a Henderson Mill Dental-sponsored, seeded or incentivized Social Media Practitioner/Influencer, you must maintain transparency, truth and accuracy in your marketing of Henderson Mill Dental. In doing so, you must clearly and conspicuously disclose your relationship to Henderson Mill Dental, including incentives and sponsorship. Please be sure this information is readily apparent to the public and readers of each of your posts.

For tweets or other written posts on platforms such as Facebook as well as descriptions of photos on platforms like Instagram, start your post with #Paid or #Ad. If you are posting a video on a platform such as YouTube use #Ad on the actual video footage in the top corner of the screen, preferably at the beginning of the video, as well as including "Sponsored by Henderson Mill Dental" above the line in the description of the video. By stating that disclosures be clear and conspicuous, practitioners should make claims that are close to the claims to which they relate, in a font that is easy to read, and in a shade that stands out against the background. For video ads, disclosures need to be on the screen long enough to be noticed, read, and understood. Audio disclosures need to be read in a cadence that is easy to follow and with understandable words.

Your participation with Henderson Mill Dental's social media will be monitored for compliance with our guidelines and accurate descriptions of products, services and claims.

Henderson Mill Dental reserves the right (but is not obligated) to do any or all of the following:

1. Remove communications that are abusive, illegal or disruptive, or that otherwise fail to conform with these Terms and Conditions.
2. Terminate a user's access to the blog feature upon any breach of these Terms and Conditions.
3. Edit or delete any communications posted on the blog feature, regardless of whether such communications violate these standards.

Finally, you agree that you will indemnify Henderson Mill Dental against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to any material you have posted.