

Terms of Use

Clinical Practice Guideline (CPG)

Date of approval: January 1, 2020

Terms of Use

SSMHealth Cardinal Glennon Children's Hospital Clinical Practice Guidelines

The Terms of Use set forth in this document apply to all of SSMHealth Cardinal Glennon Children's Hospital ("CGCH") any CGCH web sites and social media platforms, including our hospital-sanctioned Facebook, Twitter and YouTube pages, and any other hospital-sanctioned online media in which we participate.

All of the CGCH web sites and social media platforms, including any CGCH web sites, our hospital-sanctioned Facebook, Twitter and YouTube pages, and any other hospital-sanctioned online media in which we participate constitute an online information and communications service and internet site ("CGCH social media Services") provided by SSMHealth Cardinal Glennon Children's Hospital ("CGCH") and other sources. Use of CGCH social media Services is governed by the terms and conditions of this Agreement. Please read this Agreement carefully before accessing or using CGCH social media Services. Throughout this Agreement, SSMHealth Cardinal Glennon Children's Hospital is referred to as "CGCH," "we," or "us." By accessing or using CGCH social media Services, you agree to be bound by all of the terms and conditions of this Agreement. This Agreement is intended to be fully effective and binding on you and on us. BY USING CGCH SOCIAL MEDIA SERVICES, YOU ACCEPT THESE TERMS OF USE.

Copyright

All material included in CGCH social media Services, including the files associated with it, are protected by U.S. and international copyright laws. The marks "SSMHealth Cardinal Glennon Children's Hospital," "CGCH," the CGCH logo and the are marks of CGCH.

The materials on CGCH social media Services are copyrighted by us and/or by other applicable rights holders. You may download and reprint a single copy of the materials from CGCH social media Services for your own personal, noncommercial use only, provided you include all applicable notices and disclaimers. Any other use of the materials is strictly prohibited without our prior written permission and the permission of the applicable rights holder(s).

Terms of Use

CGCH offers CGCH social media Services for general informational and educational purposes only. Nothing related to CGCH social media Services is intended as medical advice nor should be used for diagnosis or treatment apart from consultation with a qualified healthcare professional. CGCH social media Services is not intended to create any physician-patient relationship, nor should it be considered a replacement for consultation with a healthcare professional. If you have questions or concerns about your health, please contact your healthcare professional. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

CGCH SOCIAL MEDIA SERVICES AND ANY INFORMATION PROVIDED ON CGCH SOCIAL MEDIA SERVICES ARE NOT INTENDED TO CONSTITUTE THE PRACTICE OF OR FURNISHING OF MEDICAL, NURSING, OR PROFESSIONAL HEALTHCARE ADVICE, DIAGNOSIS, CONSULTATION OR TREATMENT OR SERVICES IN ANY JURISDICTION. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER USER OF CGCH SOCIAL MEDIA SERVICES FOR ANY DIRECT, INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THIS SERVICE, OR SITES ACCESSED THROUGH THIS SERVICE, AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH CGCH SOCIAL MEDIA SERVICES. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH CGCH SOCIAL MEDIA SERVICES IS TO STOP USING CGCH SOCIAL MEDIA SERVICES. WHILE CGCH HAS ENDEAVORED TO MAKE SURE THE INFORMATION CONTAINED IN THIS SITE IS ACCURATE, WE CANNOT GUARANTEE THE ACCURACY OF SUCH INFORMATION, AND IT IS PROVIDED WITHOUT WARRANTY OR GUARANTEE OF ANY KIND.

We make no representations regarding the presence on the Web Site of viruses, Trojan horses, worms, or other harmful, disruptive, or destructive files. While we will make reasonable efforts to prevent such files from appearing on the Web site and to remove any such files that do appear, we can make no assurances that such files may not be present or appear and we explicitly disclaim any responsibility for any such files and for any damage or effects caused by such files by reason of access to the Web site.

You agree to indemnify CGCH and any of our parent or subsidiary companies or organizations, and any of our successors, assigns or licensees, together with any of their respective officers, directors and employees, 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 your use of CGCH social media Services, or any breach or violation of this Agreement or any other term or condition contained on CGCH social media Services.

Intellectual Property Rights

CGCH is the owner of all content prepared for, or used on, CGCH social media Services, unless superseded by another agreement, (such as slides from Grand Rounds presentations or terms set forth on other platforms like Facebook, Twitter and YouTube). "Content" means all text, images, files, videos, designs, layouts, color schemes, concepts, methods, techniques, process and data used in connection with, displayed on, or collected from or through the site.

General

CGCH is located in St. Louis, Missouri in the United States of America. CGCH makes no claims that CGCH social media Services is appropriate or may be downloaded outside of the United States. Access to CGCH social media Services may not be legal by certain persons or in certain countries. If you access CGCH social media Services from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. The following provisions survive the expiration or termination of these Terms and Conditions for any reason whatsoever: Terms of Use, Jurisdiction, Indemnity, and Complete Agreement.

Jurisdiction

You expressly and irrevocably agree that exclusive jurisdiction for any dispute with CGCH, or in any way relating to your use of CGCH social media Services resides in the courts of the Commonwealth of Missouri and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Missouri in connection with any such dispute including any claim involving CGCH, or CGCH's parent corporation, affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

You agree that any legal proceeding against CGCH related to CGCH social media Services shall be filed and tried only in the Court of Common Pleas for St. Louis City. Both parties hereby expressly waive any right to a jury trial in any such proceeding.

These Terms of Use are governed by the internal substantive laws of the Commonwealth of Missouri, without respect to its conflict of laws or choice of laws principles. If any provision of these Terms of Use is found to be invalid by any court having jurisdiction, then the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Complete Agreement

Except as expressly provided in a particular "legal notice" on CGCH social media Services, these Terms of Use constitute the entire agreement between you and CGCH with respect to use of CGCH social media Services.

Additional Terms of Use for Medical Information

ANY INFORMATION PROVIDED ON OR THROUGH THIS WEBSITE IS NOT INTENDED TO CONSTITUTE THE PRACTICE OF MEDICINE OR THE FURNISHING OF MEDICAL, NURSING, OR PROFESSIONAL HEALTH CARE ADVICE, DIAGNOSIS, CONSULTATION, TREATMENT, OR SERVICES IN ANY JURISDICTION. THE INFORMATION IS INTENDED FOR USE ONLY BY PROPERLY LICENSED AND TRAINED PHYSICIANS AND OTHER HEALTHCARE SERVICE PROVIDERS. EVERY HEALTHCARE SERVICE PROVIDER IS RESPONSIBLE FOR HIS OR HER OWN ACTIONS AND THE USE OF THIS INFORMATION IS NOT INTENDED TO REPLACE THE CLINICAL JUDGMENT OF THE USER. IT IS THE RESPONSIBILITY OF THE PROVIDER OF HEALTHCARE SERVICES TO CHECK AND DETERMINE ALL DIAGNOSIS AND THE INDICATIONS, CONTRAINDICATIONS, AND DOSAGES OF ANY MEDICATIONS AND/OR TREATMENTS PRESCRIBED OR UNDERTAKEN.

THE INFORMATION IS PROVIDED "AS IS," WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR OTHERWISE. SSMHEALTH CARDINAL GLENNON CHILDREN'S HOSPITAL ("CGCH") MAKE NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE INFORMATION PROVIDED ON THIS WEBSITE IS ACCURATE, COMPLETE, OR CURRENT. CGCH SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, CGCH MAKES NO REPRESENTATION OR WARRANTY THAT THE INFORMATION PROVIDED ON THIS WEBSITE, OR YOUR USE OF THE INFORMATION, WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT OF ANY OTHER PERSON.

YOUR USE OF THE INFORMATION PROVIDED ON THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ANY OF CGCH, OR ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, OR MEDICAL STAFF BE LIABLE TO YOU OR ANY OTHER USER OF THE INFORMATION FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ANY OTHER MONETARY OR OTHER DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE, OR BUSINESS LIABILITIES ARISING OUT OF OR RELATING IN ANY WAY TO THE INFORMATION PROVIDED ON THIS WEBSITE, INCLUDING WITHOUT LIMITATION YOUR

USE OR INABILITY TO USE THE INFORMATION, WHETHER OR NOT YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE INFORMATION IS TO STOP USING THE INFORMATION.