

Disclaimer

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The information and advice published or made available through Dr. Brian Howard's website or through any social media network Dr. Howard has a presence on is not intended to replace the services of a physician, nor does it constitute a doctor-patient relationship. Information found on these sites is provided for informational purposes only and is not a substitute for professional medical advice.

Remember any comment posted by you is accessible via the worldwide web. This means that your information becomes public information and is assessable to others not associated with Dr. Howard, which by posting you acknowledge you are aware of. Dr. Howard is not responsible if your information is used or collected by a person or entity not associated with Dr. Howard. For this reason, when posting personal information on a social networking internet site, we advice you to disclose information with caution.

By posting you agree to post as yourself, to be curtsy and refrain from disruptive, threatening, profane, abusive, harassing, obscene behavior, invasion of another's privacys, hateful or racially, ethnically or otherwise objectionable as solely determined in Dr. Howard's discretion; transmit any material (by uploading, posting, email or otherwise) that 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 CC 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; harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent. By posting on Dr. Howard's page you give Dr. Howard the right to republish, modify your content at his discretion without notice. If you are a patient posting patient photos, you will only do so after you sign a consent form for photos to be posted.

Finally, you agree that you will indemnify Dr. Howard 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 Policy (Legal Terms)

BY POSTING/COMMENTING ON ANY OF DR.BRIAN HOWARD'S practice of NORTH FULTON PLASTIC SURGERY, SOCIAL MEDIA SITE YOU AGREE TO THE FOLLOWING TERMS. Dr. Brian Howard MD, FACS, and his practice of North Fulton Plastic Surgery, ("Dr. Howard") has opened publicly facing pages on social media sites for viewing content and/or videos and posting comments about the Dr. Howard and his practice, North Fulton Plastic Surgery. These social media sites include but are not limited to various blogs, bulletin boards, networks, multi-media and news media sites or other user generated content sites know as "Social Media Sites".

By accessing, viewing and or posting (posting includes comments and likes) any content related directly or indirectly to Dr. Howard on any Social Media web site on the World Wide Web, you accept, without limitation or reservation, the following terms of use. If you don't agree to the conditions of this Policy, you may not view or post any messages or comments to

any Social Media web site on the internet nor may you like any posts/comments. Your use of Social Media web site is acceptance of this Policy and holds the equivalent effect as if you had actually physically signed an agreement.

1. You must be at least eighteen years of age to post/comment/like any content on any Social Media web site.
2. You are prohibited from posting any content that is personal health information that would violate HIPPA Privacy. You are prohibit from posting any patient images on any Social Media Site unless you the patient, have signed a consent form at our office. Additionally, individuals or entities are not allowed to use the Social Media Site to provide medical advice or medical commentary by non staff members of Dr. Howard's office or to use the Social Media Site to make, recommend or increase referrals to other physicians or estheticians.
3. As a guest posting content, or "like" content to any Social Media web 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 involving any content that you send or receive via this Policy; transmit any material (by uploading, posting, e-mail or other) that's unlawful, disruptive, menacing, profane, abusive, harassing, abashing, defamatory, obscene, or is an intrusion of another's privacy, is malicious or racially, ethnically or otherwise objectionable as exclusively determined in Dr. Howard's discretion; impersonate any individual or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; transmit any material (by uploading, posting, e-mail or other) that you don't have the authority to make disposable under any law or under contractual or fiduciary relationships; transmit any material (by uploading, posting, e-mail or other) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; transmit (by uploading, posting, e-mail or other) any unsolicited or unauthorized promoting (including advertising of non Dr. Howard services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other type of solicitation; transmit any material (by uploading, posting, e-mail or other) that bears viruses, worms, disabling code, or any other computer code, files or programs designed to disrupt, destroy or limit the functionality of any computer software system or hardware or telecommunication system; harass another; or collect or store, or attempt to collect or store, personal information about third parties without their knowledge or consent; or to share confidential pricing information of any party.
5. Dr. Howard reserves the right to oversee, prohibit, restrict, block, terminate, delete, or discontinue your access to any Social Media web site, at any time, without notice and for any cause and in its sole discretion. Dr. Howard may remove, delete, block, filter or restrict by any means any materials in DR. HOWARD's sole discretion. You understand and agree that DR. HOWARD may disclose your communications and activities with his staff and outside service providers in response to legal requests by governmental agencies, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of DR. HOWARD rights. You agree that in the event that DR. HOWARD exercises any of its rights hereunder for any reason, DR. HOWARD will have no liability to you.
6. By posting, commenting, interacting, "like" of any content on any Social Media web site, you give to DR. HOWARD the irrevocable right to reproduce, distribute, publish, display such content and the authority to create derivative works from your content, edit or modify such content and use such content for any purpose at the discretion of DR. HOWARD.
7. You shall defend, indemnify, and hold DR. HOWARD and the respective officers, directors, employees, contractors, agents, successors and assigns harmless from and against, and shall quickly 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 developing out of, based upon, as a result of, or in any way connected with, your posting of any content to a Social Media web site, any third party claims of infringement or any breach of this Policy.
8. YOU explicitly 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 World Wide Web cannot be absolutely protected against deliberate or malicious intrusion attempts. DR. HOWARD does not control the THIRD PARTY SITES AND THE World Wide Web over which you may choose to send confidential personal or health information OR OTHER CONTENT and, therefore, DR. HOWARD 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 data about yourself and/or another individuals, including family members. FURTHERMORE, DR. HOWARD DOES NOT ENDORSE ANY PRODUCT, SERVICE, VIEWS OR CONTENT DISPLAYED ON THE SOCIAL MEDIA SITE.
9. You agree that any claim or dispute relating to your posting of any content on a Social Media web site on the internet shall be construed in conformity with the laws of the State of Atlanta without regard to its conflict of laws provisions and you agree to be adhered and shall be subject to the exclusive jurisdiction of the local, state or federal courts located in North Fulton County, Atlanta.
10. You may not provide any content to a Social Media web site that contains any product or service endorsements or any content that may be construed as political lobbying, solicitations or contributions or use the Social Media web site to link to any sites or political candidates or parties or use the Social Media internet site to discuss political campaigns, issues or for taking a position on any legislation or law.
11. THIS POLICY MAY BE UPDATED AT ANY TIME WITHOUT NOTICE, AND EACH TIME A USER ACCESSES A SOCIAL NETWORKING web site, THE NEW POLICY WILL GOVERN, USAGE, EFFECTIVE UPON POSTING. To remain in abidance, DR. HOWARD suggests that you review the Policy, as well as the other website policies. By posting any content after such new terms are posted, you accept and agree to any and all such modifications to this Policy.