

UNOS Terms of Use

Last Modified: September 1, 2026

The United Network for Organ Sharing (“UNOS”), located at 700 N. 4th Street, Richmond, Virginia 23219, United States, provides access to UNOS Systems to approved transplant professionals and other authorized users for the purposes (“Purposes”) of matching organ donors with potential transplant recipients, fulfilling Organ Procurement and Transplantation Network (“OPTN”) obligations, and providing quality assurance and improvement activities related to organ donation and transplantation. UNOS technology and systems (UNOS Systems”) is defined as any technology, computer software or mobile application under UNOS’s control, whether partial or otherwise, including but not limited to UNetSM, Waitlist, Tiedj[®], Kidney Paired Donation (“KPD”), Secure Enterprise, Data Services Portal, DonorNet[®], and TransNetSM, UNet application program interfaces (“APIs”) and UNOS OneSM. UNOS Systems collect, store, process and share data and insights among authorized users. UNOS Systems contain personally identifiable information (“PII”) and protected health information (“PHI”) necessary to fulfill the Purposes. The following Terms & Conditions guide all users’ individual use of UNOS Systems. “You” are a visitor or user of UNOS Systems, and by using UNOS Systems, You agree to abide by the following Terms and Conditions.

1. **Data Collection and Use.** You represent and warrant that you have obtained the proper consents, authorizations, and releases from UNOS and your organization before accessing UNOS Systems. To the extent that your use of UNOS Systems provides you access to PII and PHI, you represent and warrant that you have obtained the proper consents, authorizations, and releases from individuals to the fullest extent required by applicable law before accessing any PII or PHI before accessing UNOS Systems, or that your access, viewing, downloading or other use of any PHI in UNOS Systems is permitted under the Health Insurance Portability and Accountability Act of 1996, and any amendments and regulations promulgated therefrom (“HIPAA”). UNOS may require You to complete a business associate agreement (“BAA”) prior to accessing, or in order to maintain access, to UNOS Systems.

You are responsible for any PII and PHI that you access in, and export from, UNOS Systems. You represent and warrant that you will access, export, and subsequently use PII and PHI obtained from within UNOS Systems only as permitted by the Purposes, HIPAA and applicable federal and state laws.

2. **Notice and Consent.** You have no explicit or implicit expectation of privacy when using UNOS Systems. UNOS may intercept, monitor, record, copy, audit, inspect and disclose uses of this system. By using this system, You consent to all such actions and disclosures. UNOS may collect and compile Aggregated Statistics. All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by UNOS. You acknowledge that UNOS may compile Aggregated Statistics based on data that you input into UNOS Systems. You agree that UNOS may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law. “Aggregated Statistics” means data and information related to your use of UNOS Systems that is used by UNOS in an aggregate manner, including to compile statistical and performance information related to the provision and operation of UNOS Systems. You agree that UNOS may use such information for any purpose related to any use of UNOS Systems by You, including but not limited to: (i) improving the performance of the UNOS Systems or developing updates; and verifying compliance with the terms of this Agreement and enforcing UNOS's rights, including all

intellectual property rights.

3. **License Grant and Acceptable Use.** You agree to use UNOS Systems only for its intended Purposes. Subject to your compliance with these Terms of **Use**, UNOS hereby grants you a non-exclusive, non-transferable, non-sublicensable, license to **use** the UNOS Tools for Licensee's internal business purposes. You do not acquire any ownership interest in the UNOS Systems or products therein under this Agreement, or any other rights other than to **use** UNOS Systems in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions.
4. **Prohibited Use.** The following uses of UNOS Systems are prohibited. You may not directly or indirectly:
 - a. attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to UNOS Systems, user accounts, or the technology and equipment supporting UNOS Systems; upload malicious code or harmful content
 - b. frame or link to UNOS Systems without permission;
 - c. use data mining, robots, screen scraping, or other data gathering devices on or through UNOS Systems, unless specifically allowed by UNOS or these Terms; use any "deep link", "robot", "spider", or other automatic device, program, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of UNOS Systems or in any way reproduce or circumvent the navigational structure or presentation of UNOS Systems to obtain or attempt to obtain any materials, documents, or information through any means not purposefully made available through UNOS Systems;
 - d. impersonate another person, or misrepresent your affiliation with a person or entity;
 - e. sell, transfer, or assign any of your rights to use UNOS Systems to a third party without express written consent from UNOS;
 - f. use UNOS Systems in a way that violates or potentially violates any federal, state, or local laws or regulations; or in a manner that could damage, disparage, or otherwise negatively impact UNOS
 - g. attempt to gain unauthorized access to any portion or feature of UNOS Systems, including without limitation, the account of any other authorized user or any other systems or networks connected to UNOS Systems or to any server used by UNOS or to any services offered on or through UNOS Systems, by hacking, password "mining" or any other illegitimate or prohibited means;
 - h. probe, scan, or test the vulnerability of UNOS Systems or any network connected to UNOS Systems, or breach the security or authentication measures on UNOS Systems, or any network connected to UNOS Systems;
 - i. reverse look-up, trace, or seek to trace any information on any other authorized user of or visitor to UNOS Systems;
 - j. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of UNOS Systems or systems or networks of UNOS or networks connected to UNOS Systems;

- k. use any device, software, or routine to interfere with the proper working of UNOS Systems or any transaction being conducted on UNOS Systems, or with any other person's use of UNOS Systems;
 - l. use UNOS Systems to harvest or collect PII or PHI
 - m. market, co-brand, private label, separately distribute, resell or otherwise permit third parties to access and use UNOS Systems without the express, separate and prior written permission of UNOS;
 - n. create an intact reproduction of a page or pages of UNOS Systems into another service;
 - o. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the UNOS Systems or any part thereof;
 - p. use the UNOS Systems or any part thereof, such as UNOS Tools, for any medical decision-making purpose, as the UNOS Tools are not medical devices and are not intended for diagnosis or treatment purposes.
5. **Limitations on Use.** You may not use, copy, store, reproduce, transmit, distribute, display, modify, alter, license, sublicense, or commercially exploit UNOS Systems or any contents, information, data or materials provided through UNOS Systems in any manner not expressly permitted by these Terms of Use.
6. **Export Regulation.** UNOS Systems, or content obtained therein, may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the UNOS Systems, or content obtained therein to, or make UNOS Systems or content created therein accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the UNOS Systems or content obtained therein available outside the US.
7. **Data Accuracy.** You represent and warrant that the data entered by You in UNOS Systems are accurate, timely, and complete to the best of your knowledge, information and belief; and that these data are based upon information contained in corresponding medical records and other source documents, or where appropriate, are based upon clinical observation.

You also represent and warrant that you are authorized to enter these data into UNOS Systems.

8. **Account Creation and Secure Credentials**

- a. You must be at least 18 years old to access UNOS Systems
- b. You agree that if You create an account and use UNOS Systems on behalf of an organization, You represent that You have the necessary legal authority and capacity to do so.
- c. **Protecting Your Log-In Credentials.** Your account is personal to You, and You may not share your account and log-in information with or allow access to your account by any third party. As You will be responsible for all activity that occurs under your account and access credentials, including all losses incurred by UNOS and others (including patients and UNOS clients) due to any unauthorized

use of your account, You should preserve the confidentiality of your username and password, and any device that you use to access UNOS Systems.

9. **Notification of Breach.** You must notify UNOS Privacy in reasonable detail and as soon as reasonably practical upon discovery of any data or privacy breach. Failure to comply shall constitute a breach of these Terms of Use, which may result in immediate suspension or termination of your account.

10. **Communications.** You agree to receive email from us at the email address you provided to us for informational and customer service-related purposes.

11. **UNOS's Content - Ownership and Use.**

- a. **UNOS Content.** The contents of UNOS Systems include: designs, text, graphics, images, video, information, logos, button icons, software, audio files, computer code, and other UNOS content (collectively, "**UNOS Content**"). All UNOS Content and the compilation (meaning the collection, arrangement, and assembly) of all UNOS Content are the property of UNOS or its licensors and are protected under copyright, trademark, and other laws.
- b. **UNOS Marks.** UNOS, the UNOS logo, and other UNOS logos and product and service names are or may be trademarks of UNOS (the "**UNOS Marks**"). Without our prior written permission, and except as solely enabled by any link provided by us, you agree not to display or use in any manner the UNOS Marks.
- c. UNOS aims to provide but does not guarantee a continuous service free of any interruptions. UNOS may be reliant on third-party vendors for supplying aspects of UNOS Systems to You, and that circumstances beyond our control may cause interruptions from time to time.

12. **Consequences of Violating These Terms**

- a. UNOS reserves the right to suspend or terminate your account and prevent access to UNOS Systems as a consequence of violating these Terms of Use, with or without notice. We reserve the right to refuse to provide UNOS Systems access to you in the future Reactivation of any suspended or terminated account will be subject to the sole discretion of UNOS.
- b. YOU ARE RESPONSIBLE FOR ANY CLAIMS, FEES, FINES, PENALTIES, AND OTHER LIABILITY INCURRED BY US OR OTHERS CAUSED BY OR ARISING OUT OF YOUR BREACH OF THESE TERMS AND YOUR USE OF UNOS SYSTEMS. IN NO EVENT WILL UNOS OR ITS AFFILIATES (INCLUDING SERVICE PROVIDERS) BE LIABLE TO YOU FOR ANY **USE**, INTERRUPTION, DELAY, OR INABILITY TO **USE** UNOS SYSTEMS.

13. **Revisions to Terms.** We may revise these Terms at any time by posting an updated version to this web page. You must visit this page periodically to review the most current Terms because you are bound by them. Your continued use of UNOS Systems after a change to these Terms constitutes your binding acceptance of these Terms.

14. **General Terms**

- a. These Terms constitute the entire agreement between you and UNOS concerning your use of UNOS Systems. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and

the other provisions of these Terms remain in full force and effect. The section titles and annotations in these Terms are for convenience only and have no legal or contractual effect.

- b. These Terms and the relationship between you and UNOS shall be governed by the laws of the state of Virginia without regard to its conflict of law provisions. You and UNOS agree to submit to the personal and exclusive arbitration of any disputes relating to your use of UNOS Systems under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in the City of Richmond in the state of Virginia. You covenant not to sue UNOS in any other forum.