

UNOS Terms of Use
Last Modified: September 12, 2018

UNOS provides access to UNOS Systems and other software and data to approved transplant professionals in order to match organ donors with recipients as well as for certain quality assurance and improvement activities related to organ transplantation. UNOS Systems are provided by United Network for Organ Sharing ("UNOS"), located at 700 N. 4th Street, Richmond, Virginia 23219, United States.

1. **Definitions**

- a. **"UNOS Systems"** is defined as any computer software or mobile application under UNOS's control, whether partial or otherwise, including but not limited to UNetsm, Waitlist, Tiedⁱ®, Kidney Paired Donation (KPD), Secure Enterprise, Data Services Portal, DonorNet®, and TransNetsm. UNOS Systems are a platform to collect, store and share among authorized users, health-related information for the purpose of facilitating safe, effective, fair, and efficient organ transplantation. UNOS Systems contain protected health information (PHI) necessary to match organ donors with recipients, to monitor compliance of member organizations with OPTN requirements, to review and report on the status of organ donation and transplantation in the United States.
 - b. **"Health-related information"** means all individually identifiable health information, including demographic information and information related to an individual's physical or mental health, the provision of health care to the individual, or the individual's payment for the provision of health care.
2. **Data Collection and Use.** 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 health-related information in UNOS Systems, or that your access, viewing, downloading or other use of any health related information in UNOS Systems is permitted under the Health Insurance Portability and Accountability Act of 1996, and any amendments and regulations promulgated therefrom ("HIPAA").

You are solely responsible for any health-related information exported from UNOS Systems by you or your authorized personnel (employees, contractors and/or patients). You represent and warrant that you will export and subsequently use protected health information only as permitted by HIPAA and applicable federal and state laws.

3. **Authorized Use.** Access to and use of UNOS Systems are privileges granted by UNOS to authorized users at transplant hospitals, organ procurement organizations, histocompatibility laboratories, and authorized third parties. Users (authorized or unauthorized) of UNOS Systems must comply with these Terms of Use and have no explicit or implicit expectation of privacy. Any or all uses of this system may be intercepted, monitored, recorded, copied, audited, inspected and disclosed to authorized personnel and law enforcement. By using this system, the user consents to all such actions and disclosure at the discretion of authorized UNOS staff.

4. **Protected Health Information Practices.** You agree to use UNOS Systems only as permitted by these Terms of Use and consistent with HIPAA and other applicable laws for the privacy and security of health related information.
5. **No Third-Party Access.** Except as required by law and described below, you will not permit any third party to have access to UNOS Systems using your account. You agree that you are responsible for ensuring that health-related information is properly protected under applicable law.
6. **Acceptable Use.** You agree to use UNOS Systems only for its intended purpose and in an authorized manner. You must use UNOS Systems in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of UNOS Systems are prohibited. You may not:
 - 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;
 - b. frame or link to UNOS Systems without permission;
 - c. use data mining, robots, or other data gathering devices on or through UNOS Systems, unless specifically allowed by these Terms;
 - 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; or
 - f. use UNOS Systems in an illegal way or to commit an illegal act in relation to UNOS Systems.
7. **Limitations on Use.** All use of UNOS Systems must be in accordance with these Terms of 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. You may not: (i) 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; (ii) 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; (iii) 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; (iv) reverse look-up, trace, or seek to trace any information on any other authorized user of or visitor to UNOS Systems; (v) 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; (vi) 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; (vii) use UNOS Systems to harvest or collect e-mail addresses or other contact information; (viii) 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; (ix) create an intact reproduction of a page or pages of UNOS Systems into another service; or (x) use UNOS Systems in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact UNOS.

8. **Data Accuracy.** You represent and warrant that the data entered by you or your authorized personnel 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

9. **Account Creation and Secure Credentials**

- a. You agree that if you create an account and use UNOS Systems on behalf of a UNOS member, you have the necessary legal authority and capacity to do so as an authorized agent of the health service provider. Such UNOS member will be the primary account holder. You agree that you have the authority to bind the UNOS member in legal agreements and contracts. Your agreement to these Terms also binds such UNOS member.
- b. **Protecting Your Log-In Credentials.** As a registered user, you will have log-in information, including a username and password. Your account is personal to the primary account holder, 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, you should take care to preserve the confidentiality of your username and password, and any device that you use to access UNOS Systems.
- c. **Notification of Breach.** You agree to notify UNOS immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify the UNOS Help Desk. You will be solely responsible for the losses incurred by and others (including patients) due to any unauthorized use of your account that takes place prior to notifying UNOS that your account has been compromised. Failure to comply with the foregoing 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 as provided by us, you agree not to display or use in any manner the UNOS Marks.

12. **Consequences of Violating These Terms**

- a. UNOS reserves the right to suspend or terminate your account and prevent access to UNOS Systems for any reason, at our discretion. We reserve the right to refuse to provide UNOS Systems access to you in the future.
- b. We may review and remove any User Content at any time for any reason, including for activity which, in our sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of UNOS Systems.
- c. 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.
- d. Reactivation of any suspended or terminated account will be subject to the sole discretion of authorized UNOS staff.

13. **Revisions to Terms.** We may revise these Terms at any time by posting an updated version to this web page. You should 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.