



## **IOWA DONOR NETWORK DONOR FAMILY FACEBOOK GROUP TERMS AND CONDITIONS**

Welcome to the Iowa Donor Network Donor Family Facebook Group. This group's Facebook page is administered by the Donor Family Care Department at Iowa Donor Network ("We" or "IDN") for the purpose of providing a forum for IDN donor family members ("You" or "Members") to connect with and support one another along their grief journeys. Please note that to be a Member, you must comply with these Terms and Conditions ("Terms"). If you do not wish to abide by these Terms, please exit the site and remove yourself from the group list.

This group is set up as a "secret" Facebook group, which means only Members see the group, who's in it, and what members post. Individuals cannot join without permission from us. Please note that Facebook's terms of use and privacy policies apply to this site, and that IDN has no control over Facebook's use or disclosure of information posted to this page.

In using this site, we ask our Members to respect each other's privacy, and to not repost, share, copy or otherwise use other Members' comments, without explicit written permission by both IDN and the other Member involved in the discussion. However, we caution you that IDN cannot guarantee that information on this site will remain private. If you are concerned about confidentiality, or have other concerns, please contact IDN's Donor Family Care Department at (515) 727-7897 during regular business hours, by email at [donorfamilyservices@iaden.org](mailto:donorfamilyservices@iaden.org) or send us a private Facebook message.

Emergency support is not available through this site. If you are experiencing an emergency or life threatening situation, feeling suicidal or homicidal, or are aware of child abuse, elder abuse, or dependent adult abuse, immediately call 911 or go to the nearest emergency room. The information contained in this site is not intended nor implied to be a substitute for professional medical advice. Always seek the advice of your physician or other qualified health provider prior to starting any new treatment or with any questions you may have regarding a medical condition. Nothing contained in this site is intended to be for medical diagnosis or treatment.

Please note that IDN only monitors this page during normal business hours.

We also remind Members that electronic communication is sometimes an imperfect medium, in that it can be difficult to correctly convey nuanced thought or to assess tone. For example, someone may write a tongue-in-cheek comment that someone else could read literally. We ask that you not reply to any post in anger; please simply report posts that you feel are inappropriate to IDN using the contact information above.

### **CONTENT AND RULES OF CONDUCT**

1. Your Responsibility for Content. You, and not IDN, are entirely responsible for all content that you upload, post, or e-mail, or otherwise transmit via this page.

2. Rules of Conduct. We welcome and encourage open discussions on this page, and look forward to your participation. However, you must comply with these Terms. By choosing to participate in discussions on this page, you must comply with all laws. You alone are responsible for any consequences

of any posting. IDN is not responsible for any material posted by any third party. Please note that you are not permitted to post comments or otherwise exchange information that include the following:

- a) Confidential/proprietary information, including without limitation any patient's protected health information, except as otherwise provided by these Terms;
- b) Language that conflicts with any policy of IDN;
- c) Donor or clinical activity information;
- d) Language determined by IDN to be unprofessional or inflammatory (i.e., libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, unlawful, slanderous, hateful, embarrassing, etc.);
- e) Content that adversely affects IDN's mission;
- f) Misinformation about donation;
- g) Language that discourages donor designation;
- h) Language that adversely affects volunteer involvement;
- i) Language that overall is offensive to supporters;
- j) Material that infringes on the rights of any third party, including intellectual property, privacy or publicity rights;
- k) Advertisements or solicitations of business;
- l) Chain letters or pyramid schemes;
- m) Impersonations of another person;
- n) Copies of previous postings or other spam; or
- o) Any other language that, at the sole discretion of IDN, is deemed to be inappropriate for this page.
- p) IDN reserves the right to delete any posts that violate these Terms. Anyone who continues to disregard these Terms will be blocked from the site.

### **CONTENT LICENSE AND RESTRICTION**

3. Group Membership. Your membership in this group is granted by IDN, and we may terminate your membership at any time based on your failure to comply with these Terms or for any other reason at our discretion. Your membership in this group is completely voluntary, and you can terminate it at any time.

4. Account. In order to become a Member, you must have or create an account ("Account") by registering with Facebook. During the registration process with Facebook, you will be asked to choose a username and a password for your Account. You are entirely responsible for maintaining the confidentiality of your Facebook password. You agree not to use the Account, username, or password of another Member at any time, and to notify IDN immediately if you suspect any unauthorized use of your Account or access to your password. You will not allow any other person or entity to use your identification or Account to post or view comments on this page. You are solely responsible for any and all content that is posted by or through your Account on the page, including any e-mail, and for your interactions with any other Member.

5. License to Content. We grant you, subject to these Terms, a non-exclusive, limited and revocable license to view and use this page. You may download content only for your personal, informational, or non-commercial purposes. No alteration, modification or further reproduction is permitted. No other use or reproduction of the content is authorized. In consideration of this authorization, you agree that any copy of the content you make will retain all copyright and other proprietary notices in the same

form and manner as on the original. You may not otherwise use, download, upload, print, display, perform, reproduce, publish, license, post, transmit, modify, adapt, or distribute any content in whole or in part without our express written authorization.

6. **Ownership and Copyright.** Content on this page may be protected by copyright and other laws. Except as explicitly provided in these Terms, nothing contained herein will be construed as conferring by implication, estoppel, or otherwise, any license or right under any patent, trademark or copyright of IDN or any third party. The trademarks, logos, trade dress and service marks ("Marks") displayed on this page are the property of IDN or other third parties. You are not permitted to use these Marks without the prior written consent of the party that owns the Mark. You grant to IDN a perpetual, nonexclusive, royalty-free, transferable license to use, reproduce, distribute, publicly display, reformat and/or translate all content that you upload to the page.

## **CONTENT AND USAGE DISCLAIMERS**

7. **General.** IDN makes no representation, warranties, or assurances as to the accuracy, currency, availability or completeness of the information provided on this page. Except where expressly provided otherwise, this page and all content, products and services provided on the page are provided on an "as is" and "as available" basis. IDN expressly disclaims all warranties of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. IDN makes no warranty that: (a) the page will meet your individual objectives or needs; (b) the page will be available on an uninterrupted, timely, secure or error-free basis; (c) the information that may be obtained from the use of this page or any content offered through this page will be accurate or reliable; or (d) the quality of any content, products, services, or other material obtained by you through the page will meet your expectations. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

8. **Assumption of Risk.** Although IDN reserves the right to delete user posts due to content, IDN assumes no responsibility for posts submitted by Members. It is expected that users may post items that could be offensive, distressing, or inflammatory to other users, and you assume the risk of reviewing such content. IDN is not responsible for any such materials posted. You acknowledge that IDN has no obligation to, and does not in its normal course, prescreen, monitor or review the materials posted online. IDN does not exert editorial control over any materials posted online. However, IDN reserves the right to prescreen, monitor and/or review all materials posted by the Members. IDN reserves the right to disclose any information to satisfy any legal, regulatory or governmental request. In its sole discretion, IDN reserves the right to refuse to post or remove a post, but due to the real-time nature of postings, it is impossible to prescreen, review or monitor every post. Members who violate these Terms may, among other things, have their message board privileges revoked. However, IDN assumes no liability or responsibility to user or any other person or entity for performance or nonperformance of the aforementioned activities.

9. **Availability of Page and Content.** IDN reserves the right to change or discontinue the content on this page at any time, without notice, and with no liability to IDN.

10. **Medical Advice.** Specific medical advice can only be provided by a qualified health care provider. The IDN moderators of this site are not health care providers. If you have specific questions concerning your health or medical status, please consult your personal health care provider. We do not and cannot

review all content posted or uploaded to this page, and we are not responsible for such content. MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY POSTS SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION.

11. Advertising, Linking and Framing. This page may provide links or references to, or advertisements for, sites operated by other parties ("Third Party Sites"), but IDN has no responsibility for the availability or content of such Third Party Sites and will not be liable for any damages or injury arising from that content. Any links to other Third Party Sites are provided as merely a convenience to the users of this page, and the inclusion of the links does not imply an endorsement. You agree that IDN is not responsible for the content or performance of these Third Party Sites, including opinions, advice, statements and advertisements. You further agree that IDN is not responsible for any loss or damage of any sort you may incur from dealing with any such Third Party Site and that you bear all risks associated with the use of such content.

12. Limitation of Liability. To the extent legally permitted under applicable law, IDN will not be liable for any damages or injury resulting from your access to, or inability to access, this page, or from your reliance on any content provided on this page, and in no event will IDN or its agents be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by you whether in an action in contract or tort, arising from your access to, or use of, the page, whether or not IDN has been advised of the possibility.

13. Release. You release IDN, its officers, employees, agents and successors from claims, demands, any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from: (i) any interactions with other Members; (ii) any incorrect or inaccurate content (including, without limitation, any information in Accounts) posted on this page, whether caused by Members or by any of the equipment or programming associated with or utilized in this page; or (iii) the conduct of any Member.

14. Indemnity. You agree to defend, indemnify, and hold IDN and its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the page in violation of these Terms and/or arising from your breach of any of these Terms.

#### **CONTENT MONITORING AND RESTRICTION**

15. Monitoring. In order to cooperate with legitimate governmental requests, subpoenas or court orders, or to protect our Members, or to ensure the integrity of our operations, IDN may monitor, access, limit, and disclose any information and content it considers necessary or appropriate, including, without limitation, account information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted content.

16. Non-Commercial Use. This page is for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically approved in writing by IDN. You will not engage in advertising to, or solicitation of, any Member to buy or sell any products or services through this page. In order to protect our Members from such advertising or solicitation, we reserve the right to restrict the number of communications that a Member can send to other Members and the sharing of any content in any twenty-four (24) hour period to a number and amount that we deem appropriate in our sole discretion. Commercial advertisements, affiliate links, and other forms of

solicitation may be removed from your posts without notice and may result in suspension or termination of your account and the licenses granted by IDN under these Terms.

17. Personal Health Information. You will not use or disclose any Member/patient identifying information of any kind (except your own) on any social media without the express written permission of the Member/patient. Even if an individual is not identified by name within the information you wish to use or disclose, if there is a reasonable basis to believe that the person could still be identified from that information, then its use or disclosure could constitute a violation of the Health Insurance Portability and Accountability Act (HIPAA). In other words, content that includes personal health information that is not your own cannot be posted to this page.

18. Representations Concerning IDN. Members may not represent in their posts that they are communicating the view of IDN, nor may they make any statements that might reasonably create the impression that they are communicating on behalf of or as a representative of IDN.

19. Reporting Improper Content. Members may report a post at any time by contacting IDN's Donor Family Care Department at (515) 727-7897 during regular business hours, by email at [donorfamilyservices@iadm.org](mailto:donorfamilyservices@iadm.org) or send us a private Facebook message. Reported posts are not guaranteed to be deleted. All reported posts will be reviewed and removed at the discretion of IDN should they be found to violate these Terms. You agree that you understand that IDN does not adopt or endorse any Member post, even if the post is not removed from this page after a request that it be removed or deleted.

20. Adult Members Only. You hereby warrant and represent that you are at least eighteen (18) years of age (21 in some jurisdictions) and have the legal capacity to use this page.

## **MISCELLANEOUS PROVISIONS**

21. Facebook Terms of Use. This page operates on the Facebook platform. In addition to these Terms, Members are subject to all privacy policies and terms of service issued by Facebook.

22. Consequence of Breach. Any use of this page in violation of these Terms may result in, among other things, termination or suspension of your rights to use this page and the licenses granted by IDN under these Terms

23. Governing Law and Forum. All matters relating to your access to, and use of, this Facebook page and these Terms will be governed by U.S. federal law or the laws of the State of Iowa. Any legal action or proceeding relating to your access to, or use of, this page will be instituted in a state or federal court located in Iowa and no other venue. You and IDN agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

24. Severability. In the event that any term or condition of these Terms is not fully enforceable or valid for any reason, such term(s) or condition(s) will be severable from the remaining terms and conditions. The remaining terms and conditions will not be affected by such unenforceability or invalidity and will remain enforceable and applicable.

25. Entire Agreement. These Terms constitute the entire agreement between you and IDN regarding the use of this Facebook page and its contents. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.

Thank you for visiting and supporting our page. If you have comments or suggestions, please send us a private message.