



CENTER FOR DONATION & TRANSPLANT NEW YORK – VERMONT

CENTER FOR DONATION AND TRANSPLANT'S DONOR FAMILY SUPPORT NETWORK FACEBOOK GROUP

TERMS AND CONDITIONS

Welcome to the Center for Donation and Transplant's Donor Family Support Network; a private Facebook group that has been created for the purpose of connecting donor families to one another and to provide all interested donor families with a community of grief support and a trusted avenue to share their thoughts, stories, and feelings.

Our Family Services Coordinators are the designated administrators of the group who hope that families will be inspired to share stories about their loved ones, ask for advice and support from the community, and provide hope and support to others' grief journeys. The Family Services Coordinators also regularly post conversation starters that will serve to help families reflect and remember their loved ones in a positive way. Information about events and updates at the Center for Donation and Transplant will also be posted on a regular basis.

Referrals for grief support groups and individual, couples or family counseling can be made by contacting the Donor Family Services Department at 518-262-5606, emailing us at familyservices@cdtny.org or sending us a private Facebook message.

This group is a *closed* Facebook group, meaning that individuals can search for the group on Facebook, but cannot join or see what others post on the wall without permission from the Center for Donation and Transplant. Group membership requires applicants to read CDT's disclosure statement and electronically sign its consent form available on the CDT website.

Group Members must adhere to the following terms of use when participating in any conversation on this page. If you do not wish to abide by these terms, please exit the site and remove yourself from the group list.

CONTENT LICENSE AND RESTRICTION

- Group Membership.** Group membership is a privilege granted by the Center for Donation and Transplant's Donor Family Services staff. Any such membership may be terminated by the same staff at any time based on failure of the Group Member to comply with these Terms and Conditions or at the discretion of the Center for Donation and Transplant's staff. Group membership is completely voluntary and can be terminated by the Group Member at any time.
- Account.** In order to become a Group Member, you must have or create an account ("Account") by registering with Facebook. During the registration process with Facebook, you will also be asked to choose a username and a password for your Account. You are solely entirely responsible for maintaining the confidentiality of your Facebook password. You agree not to use the Account, username, or password of another Group Member at any time and to notify the Center for Donation and Transplant's Donor Family Services Department immediately if you suspect any unauthorized use of your Account or password. You are solely

responsible for any and all content that is posted by or through your Account on the page, including any email, and for your interactions with any other Group Member.

3. **License to Content.** The Center for Donation and Transplant hereby grants you, subject to these Terms and Conditions, a non-exclusive, limited and revocable license to view and use this page. You may download content only for your personal, informational, non-commercial purposes. No alteration, modification or further reproduction is permitted. No other use or reproduction of the content of this page is authorized. In consideration of this authorization, you agree that any copy of such content you make shall 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 on this page in whole or in part without our express written authorization.
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CONTENT AND USAGE DISCLAIMERS

5. **General.** The Center for Donation and Transplant 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. **TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, THE CENTER FOR DONATION AND TRANSPLANT 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.** The Center for Donation and Transplant 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 the page or any content offered through the 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.
6. **Assumption of Risk.** Although the Center for Donation and Transplant reserves the right to delete user posts due to content, the Center for Donation and Transplant assumes no responsibility for posts submitted by Group Members. It is expected and understood that users may post items that could be offensive, distressing or inflammatory to other users, and you assume any and all risk that is or may be caused by or otherwise associated with your or any other person's access to and/or review of such content.
7. **Availability of Page and Content.** The Center for Donation and Transplant reserves the right to change or discontinue the content on the page at any time, without notice, and with no liability to you.
8. **Medical Advice.** Specific medical advice can only be provided by a qualified health care provider. The Center for Donation and Transplant's Donor Family Services staff 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 in any respect whatsoever. **MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY POSTS SHOULD NOT BE CONSTRUED AS MEDICAL OR ANY OTHER TYPE OF PROFESSIONAL ADVICE OR INSTRUCTION.** Additionally, emergency support is not available through this site. If you are experiencing an urgent, emergency or life threatening situation, including without limitation suicidal or homicidal feelings or ideation, , immediately seek professional assistance, call 911 or go to the nearest emergency room.

9. **Advertising, Linking and Framing.** This page may provide links or references to, or advertisements for, sites operated by other parties ("Third Party Sites"), but the Center for Donation and Transplant has no responsibility for the availability or content of such Third Party Sites and shall 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 the Center for Donation and Transplant is not responsible for the content or performance of these Third Party Sites, including opinions, advice, statements and advertisements. You further agree that the Center for Donation and Transplant is not responsible for any loss or damage of any sort you may incur from dealing with any such third party, and that you bear all risks associated with any and all exposure to and/or use of such content.
10. **Limitation of Liability.** To the extent legally permitted under applicable law, the Center for Donation and Transplant shall 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 shall the Center for Donation and Transplant or its officers, employees or 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 or any other person's access or exposure to, or use of, the page, whether or not the Center for Donation and Transplant has been advised of the possibility.
11. **Release.** You hereby release the Center for Donation and Transplant, its officers, employees, agents and successors from claims, demands, any and all losses, damages, rights, 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 Group Members, (ii) any incorrect or inaccurate content (including, without limitation, any information in or regarding your Account) posted on this page, whether caused by Group Members or by any of the equipment or programming creating, supporting, associated with or utilized in this page, or (iii) the conduct of any Group Member.
12. **Indemnity.** You agree to defend, indemnify, and hold harmless the Center for Donation and Transplant and its not-for-profit corporate member, and their respective affiliates, officers, agents, partners and employees, from any loss, liability, claim or demand, including reasonable attorney's fees, alleged or otherwise asserted by any third party due to or arising out of your use of the page in violation of these Terms and Conditions and/or arising from your breach of any requirement of these Terms and Conditions.

CONTENT MONITORING AND RESTRICTION

13. **Monitoring.** In order to cooperate with legitimate governmental requests, subpoenas or court orders, or to protect our Group Members, or to ensure the integrity of our operations, the Center for Donation and Transplant 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.
14. **Non-Commercial Use.** This page is for the personal use of Group Members only and may not be used in connection with any commercial endeavors except those that are specifically approved in writing by the Center for Donation and Transplant's Donor Family Services Department. You will not engage in advertising to, or solicitation of, any Group Member to buy or sell any products or services through this page. In order to protect our Group Members from such advertising or solicitation, we reserve the right to restrict the number of communications that a Group Member can send to other Group 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 hereunder.
15. **Content Restriction:** The Center for Donation and Transplant reserves the right to delete user posts or content for reasons including, but not limited to:

- a. the inclusion of confidential/proprietary information;
- b. any conflict with any policy of the Center for Donation and Transplant;
- c. the inclusion of donor or clinical activity information;
- d. language determined by the Center for Donation and Transplant to be unprofessional or inflammatory (e.g., defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, etc.);
- e. content that adversely affects the Center for Donation and Transplant's mission pursuits;
- 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; or
- j. any other language that, at the discretion of the staff of the Center for Donation and Transplant, is deemed to be inappropriate for the Center for Donation and Transplant's Donor Family Support Network Facebook Group.

Anyone who disregards these guidelines may be blocked from the site, at the Center for Donation and Transplant's sole discretion.

16. **Personal Health Information:** No one may use or disclose any Member or patient identifying information (except their own) of any kind on any social media without the express written permission of the affected member or patient. Even if an individual is not identified by name within the information you wish to use or disclose, if there is any 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) or other applicable law with respect to privacy or confidentiality. Content that includes personal health information that is not your own cannot be posted to this site. To protect the privacy of both donor families and recipients, this Facebook page is an online communication forum for the Center for Donation and Transplant's donor families only.
17. **Representations Concerning the Center for Donation and Transplant.** Group Members may not represent in their posts that they are communicating the view of the Center for Donation and Transplant, nor may they make any statements that might reasonably create the impression that they are communicating on behalf of or as a representative of the Center for Donation and Transplant.
18. **Reporting improper content.** Group Members may report any allegedly improper post at any time by contacting the Donor Family Services Department at 518-264-1860 and 518-264-2298, emailing to: familyservices@cdtny.org, or by sending 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 the staff of the Center for Donation and Transplant should they be found to violate any requirement contained in these Terms and Conditions. It is understood that the Center for Donation and Transplant does not adopt or endorse any Group member post, even if the post is not removed from the site after a request that it be removed or deleted.

MISCELLANEOUS PROVISIONS

19. **Facebook Terms of Use.** The Center for Donation and Transplant Donor Family Support Network Facebook Group operates on the Facebook platform. In addition to these Terms and Conditions, Group Members are subject to all privacy policies and terms of service issued by Facebook.
20. **Consequence of Breach.** Any use of this page in violation of these Terms and Conditions may result in, among other things, termination or suspension of your rights to use this page and the licenses granted hereunder.
21. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and any action or other legal proceeding brought pursuant to or in connection with this Agreement by either party hereto shall be venued and maintained, except upon mutual written consent of such parties, within the County of Albany and State of New York.
22. **Severability.** In the event that any term or condition of these Terms and Conditions is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.
23. **Family Services Coordinators Personal Facebook Profile Restrictions.** Due to the potential for conflicts of interest, the Center for Donation and Transplant's Family Services staff do not engage in social networking with donor family members and will not accept donor family members' friend requests. A professional Facebook page that is run by the Center for Donation and Transplant's Family Services staff has been made for the purposes of creating and monitoring the Center for Donation and Transplant's Donor Family Support Network Facebook Group and to connect with donor family members while avoiding potential conflicts of interests.
24. **Entire Agreement.** These Terms constitute the entire agreement between you and the Center for Donation and Transplant regarding the use of this Facebook page and its contents. Our failure to exercise or enforce any right or provision of these Terms shall 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.