



ARKANSAS REGIONAL ORGAN RECOVERY AGENCY DONOR FAMILY FACEBOOK GROUP

TERMS AND CONDITIONS

Welcome to the Arkansas Regional Organ Recovery Agency (ARORA) Donor Family Facebook Page. This page is administered by ARORA's Family Services Department for the purpose of providing a forum for ARORA Donor Family Members to connect with and support one another along their grief journey.

Referrals for grief support groups, individual, couples or family counseling can be made by contacting our aftercare department at 501-907-9150 or sending us a private message.

This group is set up as a Facebook "private" group, which means individuals cannot join without being invited by ARORA and only group members can see the group, who is in the group, and what is posted.

Please adhere to the following terms of use when participating in 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

- 1. Group Membership.** Group membership is granted by Arkansas Regional Organ Recovery Agency's Family Services Staff and membership may be terminated by the same staff at any time based on failure of a Group Member to comply with these Terms and Conditions or at the discretion of Arkansas Regional Organ Recovery Agency Staff. Group membership is completely voluntary and can be terminated by the group member at any time.
- 2. 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 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 Arkansas Regional Organ Recovery Agency Family Services Department immediately if you suspect any unauthorized use of your Account or access to your password. 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 Group Member.
- 3. License to Content.** Arkansas Regional Organ Recovery Agency hereby grants 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 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 in whole or in part without our express written authorization.
- 4. Ownership and Copyright.** Content on this page may be protected by copyright and other laws. Except as specified above, nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise, any license or right under any patent, trademark or copyright of Arkansas Regional Organ Recovery Agency or any third party. The trademarks, logos, trade dress and service marks ("Marks") displayed on the Site are the property of Arkansas Regional Organ Recovery Agency 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 hereby grant to Arkansas Regional Organ Recovery Agency a nonexclusive, royalty-free license to use reproduce, distribute, publicly display, reformat and/or translate all content that you upload to the page.



CONTENT AND USAGE DISCLAIMERS

5. **General.** Arkansas Regional Organ Recovery Agency 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, Arkansas Regional Organ Recovery Agency 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. Arkansas Regional Organ Recovery Agency 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. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.
6. **Assumption of Risk.** Although Arkansas Regional Organ Recovery Agency reserves the right to delete user posts due to content, Arkansas Regional Organ Recovery Agency assumes no responsibility for posts submitted by Group 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.
7. **Availability of Page and Content.** Arkansas Regional Organ Recovery Agency 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. Arkansas Regional Organ Recovery Agency 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. MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY POSTS SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION. Additionally, 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.
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 Arkansas Regional Organ Recovery Agency 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 Arkansas Regional Organ Recovery Agency is not responsible for the content or performance of these Third Party Sites, including opinions, advice, statements and advertisements. You further agree that Arkansas Regional Organ Recovery Agency 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 the use of such content.
10. **Limitation of Liability.** To the extent legally permitted under applicable law, Arkansas Regional Organ Recovery Agency 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 Arkansas Regional Organ Recovery Agency 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 Arkansas Regional Organ Recovery Agency has been advised of the possibility.



11. **Release.** You hereby release Arkansas Regional Organ Recovery Agency , 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 Group Members, (ii) any incorrect or inaccurate content (including, without limitation, any information in Accounts) posted on this page, whether caused by Group Members or by any of the equipment or programming associated with or utilized in this page, or (iii) the conduct of any Group Member.
12. **Indemnity.** You agree to defend, indemnify, and hold Arkansas Regional Organ Recovery Agency 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

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, Arkansas Regional Organ Recovery Agency 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 Arkansas Regional Organ Recovery Agency 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:** Arkansas Regional Organ Recovery Agency Family Services Staff 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 Arkansas Regional Organ Recovery Agency ;
 - c. the inclusion of donor or clinical activity information;
 - d. language determined by Arkansas Regional Organ Recovery Agency to be unprofessional or inflammatory (i.e., libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, etc.);
 - e. content that adversely affects Arkansas Regional Organ Recovery Agency '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; or
- j. any other language that, at the discretion of the staff of Arkansas Regional Organ Recovery Agency, is deemed to be inappropriate for Arkansas Regional Organ Recovery Agency Donor Family Facebook Page.

Anyone who continues to disregard these guidelines will be blocked from the site.

16. **Personal Health Information:** No one may use or disclose any member/patient identifying information (except their own) of any kind 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 law. 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 Arkansas Regional Organ Recovery Agency donor families only.
17. **Representations Concerning Arkansas Regional Organ Recovery Agency.** Group Members may not represent in their posts that they are communicating the view of Arkansas Regional Organ Recovery Agency, nor may they make any statements that might reasonably create the impression that they are communicating on behalf of or as a representative of Arkansas Regional Organ Recovery Agency.
18. **Reporting improper content.** Group Members may report a post at any time by contacting the Family Services Department at 501-907-9150 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 Arkansas Regional Organ Recovery Agency should they be found to violate these terms of use. It is understood that Arkansas Regional Organ Recovery Agency 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.** Arkansas Regional Organ Recovery Agency Donor Family Facebook page 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 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.** All matters relating to your access to, and use of, this Facebook page and these Terms shall be governed by U.S. federal law or the laws of the State of Arkansas. Any legal action or proceeding relating to your access to, or use of, this page shall be instituted in a state court located in Little Rock, Arkansas, and a federal court located in Arkansas and no other venue. You and Arkansas Regional Organ Recovery Agency agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.
22. **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) 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. **Entire Agreement.** These Terms constitute the entire agreement between you and Arkansas Regional Organ Recovery Agency 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.