

July 1, 2015

<https://bio-linked.org>

## **Privacy Policy and Terms and Conditions of Use Agreement (“Agreement”)**

### **GENERAL**

This Privacy Policy and Terms and Conditions of Use Agreement is designed to assist you in understanding how Oklahoma Blood Institute (“OBI”, “we,” “us,” or “our”), collects, uses and safeguards the information we collect from you or that you may provide when you visit the website [www.bio-linked.org](http://www.bio-linked.org) (our “Site”), and to assist you in making informed decisions when visiting the “Site,” which is owned and operated by Oklahoma Blood Institute.

By using the Site, you consent to our collection and use of the information as described in this Agreement. If you do not agree to all of the terms of this Agreement, you should proceed no further on this Site. This Agreement may change from time to time. Your continued use of this Site after we make changes is deemed to be acceptance of those changes, so please check this Agreement periodically for updates.

Unless we state otherwise, this Agreement governs our use of information you provide to us when you call us, write to us, or communicate with us in any manner other than through the Site. This Agreement does not apply to information collected by us offline or information collected by any third party, including through any application or content (including advertising) that may link to or be accessible from (or on) the Site.

### **INTRODUCTION TO THE SITE**

OBI is pleased to offer you an opportunity to use the Site. To use the Site, you will create an account and a bio-profile. Your account will consist of your first and last name, email address, gender, date of birth, home phone, mobile phone, street address, city, state and zip code. Once you create an account, you can then develop a bio-profile comprised of your demographic information, medical history, and social history. Your bio-profile will necessarily contain personal demographic information and medical and health information (health history, social history, family health history, family social history, and preferences regarding research participation). However, as explained below, your personal health information will not be disclosed to others unless you specifically consent.

By creating a bio-profile, OBI can potentially link you with its Affiliates (investigators and bio-development companies) who conduct research and development using blood and blood products. These Affiliates may be interested in contacting you to ask you to participate in research studies and projects based on certain attributes included in your bio-profile, such as blood type and medical history. You will have the capability to change your research participation preferences (for example, if you become acutely ill, you may wish to suspend your participation in any new research studies).

### **TYPES OF INFORMATION COLLECTED & HOW IT IS SHARED**

#### *Analytics*

Usage of our Site may be tracked through third party analytics service providers, such as Google Analytics. These third party services track anonymous usage data for the Site, which we may use to monitor and improve the Site and our services.

### *Aggregate Information and Cookies*

Our web server may automatically collect information about your computer and internet connection, including your IP address, operating system and browser type, but not the email address, of all visitors to our Site. We also track the pages within our Site that you view, the date and time you view those pages, and the IP address of the web site you used to link directly to our Site. Such information is aggregated with tracking data from Site visitors. We use this aggregate information to help us evaluate visitor traffic patterns and improve our Site. This information generally does not contain personally identifiable information, and this information generally is not linked to any personally identifiable information that you may provide us during your visit to our Site.

We may track your visit to our Site by giving you an “HTML cookie” when you enter. Cookies are pieces of information that websites transfer to your computer's hard drive for record-keeping purposes. Cookies will be used if and in the event you make purchases using the Site and we may otherwise use cookies to make visiting our Site easier. Cookies allow us to save preferences for you so that you won't have to re-enter them the next time you visit. Cookies help us to collect anonymous click-stream data for tracking user trends and patterns. The use of cookies is now an industry standard and you'll find them used on most major websites. Most browsers are initially set up to accept cookies. If you prefer, you can reset your browser either to notify you when you've received a cookie or to refuse to accept cookies. You should understand that areas of certain sites may not function properly if you set your browser not to accept cookies.

### *Personally Identifiable Information from your Account*

In order to create an account for the Site, OBI will collect personally identifiable information of our users, such as name and email address. We may also collect information regarding specific use of the Site by users, such as the dates and times specific content found on the Site is accessed.

When you contact us about participating in a research study, you may be asked for information that identifies you. OBI may retain this information to assist you in the future or as set forth below.

By providing personal information to us, you grant us permission to contact you, as described below. If you later decide you do not want to be contacted, you may suspend participation by updating the Research Participation under the Preferences tab to “No”, as described below. We may also use the personal information you provide to us to contact you regarding our services, your use of the Site and/or our services, and/or your Site account information. You may not opt out of such communications. Your personal information is also used in several other ways, now or in the future, to gain a better understanding of our users and their usage pattern, for Site administration and troubleshooting, to create reports, to create internal reports, to communicate changes and improvements to our website or any registration you have made, improving and analyzing the Site, and to ensure compliance with this Agreement.

OBI will not intentionally sell, rent, share or otherwise disclose any information provided by you or obtained through your use of the Site to any third party for the purpose of allowing them to market their products or services to you. We may disclose your information to companies that provide support services to us such as printers or mailing houses that help us market the Site, or web hosts or designers who help us create and maintain this Site. We may disclose your personal information to any of our affiliated entities, including parents, subsidiaries, successors, legal assigns, franchisees, or in connection with, or during negotiations of, any merger, sale of company assets, bankruptcy or reorganization, financing or acquisition of all or a portion of our business to another company.

We also reserve the right to disclose your personal information: (a) in response to requests from local, state or federal law enforcement officials; (b) in response to any judicial, administrative, or similar proceeding such as a subpoena; (c) when required by law; or (d) in special circumstances such as in response to a physical threat or perceived physical threat to any individual or to enforce the terms of use of this Site.

### *De-Identified Health-Related Information from your Bio-Profile*

OBI may use certain de-identified health-related information from your bio-profile and share that information with its Affiliates as described below. “De-identified” information is non-personally identified information, which means that most personal identifiers have been removed, as explained below.

OBI may provide this de-identified information to inform its Affiliates of general characteristics of individuals who have signed up with the Site (for example, that it has 150 males over the age of 50 who have a history of heart disease – the “Over 50 Males”). However, OBI will not disclose any personal information about you to an Affiliate (or any other person or entity) unless it first obtains your consent.

Please go to the link on the home screen titled: Research Opportunity Descriptions to learn more about research projects and your potential participation.

So, for example, if an Affiliate is interested in the “Over 50 Males” participating in a research study, OBI will contact you using your preferred method of contact (email address, home or mobile phone) in your account and ask you whether it may release *your name and preferred contact information* to the Affiliate.

- *If you agree*, then your name and email address (but no further personal information) will be provided to the Affiliate, and it will be the Affiliate’s responsibility to contact you and obtain your consent for any future participation in a study or project. OBI will not furnish any of your health-related information to the Affiliate. Any further contact with the Affiliate or study participation will be strictly between you and the Affiliate – OBI will not be involved thereafter.
- *If you decline*, OBI will not disclose your name, email address or any other personal information to the Affiliate.
- Each time an OBI Affiliate is interested in contacting you about a study or project, you will be contacted by OBI requesting your permission for each opportunity.

Additionally, non-personally identifiable user information that is not health-related (such as usage pattern, browser type and your computer) may be shared with third party businesses with which we have a business or contractual relationship. We reserve the right to provide third parties with aggregate statistics about our clients, traffic patterns and related site information. This data reflects site usage patterns, but does not contain personally identifiable information about any individual user.

### *Public Disclosure & Links*

Please keep in mind that if you disclose personally identifiable information in a public manner whether through collaborative postings, message boards or other public on-line forums, this information may be collected and used by others. We do not monitor or collect information you disclose inside online public forums nor do we accept any liability associated with your voluntary disclosure of same.

Please also keep in mind that the Site may contain links to other websites. You are responsible for reviewing the privacy statements and policies of those other websites you choose to link to or from the Site, so that you can understand how those websites collect, use and store your information. We are not responsible for the

privacy statements, policies or content of other websites, including websites you link to or from our Site. Websites containing co-branding (referencing our name and a third party's name) contain content delivered by the third party and not us.

## USE OF BIOLINKED

By your request to participate in the Site, you understand and agree to the following:

- The Site is intended as a secure online means for you to create a bio-profile to provide information to OBI for the purpose of potentially linking you with OBI Affiliates who conduct research and development activities involving medicines, therapies, or devices. Your bio-profile will include demographic information, medical history, and social history information.
- You must select a confidential password and maintain that password in a confidential and secure manner. If you believe that the confidentiality of your password has been compromised, you should change to a new password by following the procedures described in the Site.
- Please note that if you share your Site user name and password with another person, this will allow that person to see certain confidential information concerning you. **OBI has no responsibility concerning any breach of your confidential information due to your sharing or losing your user name and password or due to anyone obtaining access to the information through your computer, smart phone or any other device or means you may use to access the Site.**
- You must use the Site only as permitted and not attempt to harm or circumvent any of its security features or use the Site for any purpose other than as described in this Agreement.
- Your bio-profile must include a current, valid email address and home or mobile phone number so that OBI may contact you regarding Affiliates who are interested in requesting your participation in a research or development study or activity. OBI will not contact you in any other manner. Please update your email address as necessary.
- You should update your demographic, medical history and social history when there are significant changes (for example, if you have been diagnosed with a new medical condition) and at least every 6 months. By keeping an up-to-date bio-profile, we can more accurately provide information to our Affiliates about your eligibility for a research or development study or activity.
- OBI cannot guarantee that one or more of its Affiliates will contact you regarding your participation in research or development activities. By completing a bio-profile in *Bio-Linked*, there is no promise or guarantee that you will be contacted by an Affiliate or that you will ultimately qualify or be asked to participate in any research or development project.

## PRIVACY AND SECURITY

- The Health Information Portability and Accountability Act (“HIPAA”) does not apply to OBI’s access, retention, use or disclosure of your personal health-related information for purposes of the Site. Therefore, OBI is not required to comply with the specific privacy and security standards of HIPAA.
- However, the Site is protected using privacy and security measures that are consistent with industry standards for websites containing personal information. While the privacy and security measures will reasonably protect your information and use of the Site, there is always a risk that an unauthorized

third party will find a way to breach our security system or intercept the information that you transmit to us. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Site.

- We have implemented industry standard encryption and security solutions to protect our servers against intrusion. Access to our servers and users' personal information by OBI employees is limited to a need-to-know basis. Sensitive information that you enter through our Site is transmitted through the internet using a secure technology that works with your browser to encrypt your order information before transmitting it to our processing facility.
- You agree to notify us immediately of any unauthorized access to, or use of, your user name or password or any other breach of security. We are not responsible for any damage or losses caused by unauthorized use of your account. However, you may be responsible to us for any harm we incur due to unauthorized use of your account.
- Thus, the transmission of information via the internet is not completely secure. Although the protection of you personal information is our top priority and controls have been put in place to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Site. If you are concerned about these risks, you should not set up an account or bio-profile with the Site.

## **CHOICE/OPT-OUT**

Visitors to our Site may be given the opportunity to choose whether to have their information used for specific Research Interests at the point where we ask for your selection under the Preferences tab. Visitors who no longer wish to receive our promotional email notifications may always opt-out of receiving these notifications by either clicking the unsubscribe link at the bottom of any promotional email sent, by contacting us at the contact information found at [www.bio-linked.org](http://www.bio-linked.org) or by emailing us at [support@bio-linked.org](mailto:support@bio-linked.org).

## **LINKS TO OTHER SITES**

We may include links to the websites of Affiliates, our business partners, vendors, social media websites, and advertisers. The inclusion of any link does not imply our endorsement of any other company, its websites, or its products and/or services. These linked websites have separate and independent privacy policies, which we encourage you to read carefully. We have no control over such websites and therefore have no responsibility or liability for the content on such sites or the manner in which the organizations that operate such linked websites may collect, use, disclose or otherwise treat your personal information. If you decide to access any of the third party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. This Agreement only applies to the current Site and information collected on this Site.

## **LINKING TO OUR SITE**

Anyone linking to the Site must comply with all applicable laws and should not: (i) misrepresent its relationship with OBI or the Site; (ii) present false or misleading information about OBI or the Site; or (iii) contain content that is reasonably considered profanity, defamatory, vulgar, offensive, or unlawful.

## **CALIFORNIA PRIVACY RIGHTS**

California Civil Code Section § 1798.83 permits users of our Site that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to support@bio-linked.org.

## **MODIFICATION**

You may modify the personal information you provide us. We may modify this Agreement at any time and will indicate when changes have been made by revising the date at the top of this Agreement. If we make material changes to how we treat our users' personal information, we will notify you by e-mail to the email address you provide to us or through a notice of the home page of our Site. The date this Agreement was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable e-mail address for you, and for periodically visiting our Site and this privacy policy to check for any changes. Your continued usage of the Site following the posting of such changes shall mean you accept and consent to those changes. You can print the version of the Agreement that you reviewed and compare it to the version in effect when you use our Site in the future to determine what, if any, changes have been made.

## **MINORS & THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT**

We do not collect or maintain information from anyone known to be under the age of 18, and no part of this website is designed to attract anyone under the age of 18. If you are under 18, you may only use the Site under the supervision of a parent or guardian. If we discover or are otherwise notified that we have received any such information from a minor in violation of this policy, we will delete that information.

The Children's Online Privacy Protection Act (COPPA) protects the online privacy and personal information of children less than 13 years of age. No one under the age of 13 may provide any personally identifiable information to the Site. OBI does not intentionally collect any personally identifiable information from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under age 13, please contact us at the address, email, or phone number listed above.

## **COMMENTS, QUESTIONS, COMPLAINTS, AND UNSOLICITED IDEAS**

If you have any questions, comments or concerns about our Agreement, please contact us at the contact information referenced above.

OBI welcomes your feedback and comments regarding this Site and its existing products and marketing practices; however, please note that OBI does not accept or consider unsolicited ideas in any form. If despite our request that you not send us any unsolicited ideas, you still submit them, then you agree that: (1) your idea will immediately upon submission become the sole and exclusive property of OBI without any compensation to you; (2) there is no obligation for OBI to review the submission; (3) OBI will consider the submission to be non-confidential and non-proprietary and there is no obligation for OBI to keep any submission confidential; and (4) OBI shall be entitled to unrestricted use of the submission for any purpose and in any way. If you do not agree to these terms, please do not submit an unsolicited idea to us.

## **SITE CONTENT**

The Site includes data and information regarding the Site and OBI's Affiliates. While OBI strives to provide accurate information, OBI in no way represents or warrants that the information, data, and content found on the Site is accurate, up-to-date, complete, or error-free. The Site may also provide opinions on related topics. Unless expressly provided otherwise, any such opinions are of third-parties and not OBI.

## **INTELLECTUAL PROPERTY**

We own the Site and all intellectual property related to the Site and all such content, organization, trademarks, logos, graphics, design, compilation and other matters are protected under applicable copyright, trademark, or other proprietary and intellectual property laws and/or rights. Subject to your compliance with this Agreement, we grant you a personal, non-exclusive, non-transferable, revocable permission to use the Site in order to use in a manner allowed under this Agreement (the "License"). No right, title or interest in or to the Site or any content on the Site is transferred to you other than the License, and we reserve any and all rights in and to the Site not expressly granted to you.

You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content included in the Site, in whole or in part. Your License does not grant you the right to re-use content or materials from the Site. In the event of any permitted copying, redistribution, or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

## **DIGITAL MILLENNIUM COPYRIGHT ACT**

If you believe that any content appearing on the site has been copied in a way that constitutes copyright infringement please email the following information to the address below:

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- The exact URL or a description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Contact: [support@bio-linked.org](mailto:support@bio-linked.org)

Please note that while OBI seeks to preserve any and all exemptions from liability that may be available under applicable law, this is not a stipulation that OBI is subject to the United States Digital Millennium Copyright Act, or similar laws of other jurisdictions, or that OBI is a "service provider" as defined by such acts or elsewhere in the law.

## **INDEMNITY**

You agree to defend, indemnify, and hold OBI together with its affiliates, officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, damages, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

## **LIMITATIONS**

By using the Site you agree that we are not responsible or liable to you for (i) any disclosure of your personal information made by you to a third party through your use of the Site; (ii) any disclosure of your personal information obtained illegally from us; or (iii) any accidental disclosure of your personal information made by us.

## **DISCLAIMER & LIMITATION OF LIABILITY**

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. OBI, TOGETHER WITH ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (THE "RELEASED PARTIES"), SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

THE RELEASED PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT: (i) THE SITE WILL MEET YOUR REQUIREMENTS; (ii) PROVISION OF THE SITE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; (iii) RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE USE OF THE SITE WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE SITE WILL BE CORRECTED. THE RELEASED PARTIES DO NOT GUARANTEE THE RELIABILITY, ACCURACY, COMPLETENESS, SAFETY, TIMELINESS, LEGALITY, USEFULNESS, ADEQUACY OR SUITABILITY OF ANY OF THE INFORMATION OR CONTENT ON THE SITES. ACCORDINGLY, YOU AGREE TO EXERCISE CAUTION, DISCRETION AND COMMON SENSE WHEN USING THE SITES. THE ENTIRE RISK FOR USE OF THE SITE AND/OR SERVICES IS BORNE BY YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO ACCESS THE SITES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK DISRUPTIONS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF THE POSTINGS OR ANY MATERIAL LINKED THROUGH THE SITES. YOUR SOLE REMEDY WITH RESPECT TO ANY CLAIM ARISING OUT OF YOUR USE OF THE SITES IS TO CEASE USING THE SITES.



Some jurisdictions do not allow the disclaimer of implied warranties and/or limitations of liability, so a portion of the foregoing may not apply to you. In such a case, any such disclaimer or limitation of liability is limited to the minimum extent permissible under applicable law.

## **MODIFICATION**

OBI may modify these terms and conditions or the content of the Site at any time. While OBI will take steps to inform users of changes to these terms and conditions, you should review these terms and conditions on the website periodically to ensure you have reviewed the current and applicable terms and conditions.

## **PERSONAL USE ONLY**

The services and the content of the Site are provided solely for your personal use. Replication, distribution, or use of the Site that is inconsistent with the terms and conditions described herein is strictly prohibited.

## **CHOICE OF LAW AND VENUE; CLASS ACTION WAIVER**

This Agreement is governed by the laws of the State of Oklahoma without regard to any conflict of laws principle. For any dispute regarding this Agreement or the Site, you agree to submit to the personal and exclusive jurisdiction and venue of the federal and state courts located in Oklahoma City, Oklahoma. Any proceedings to resolve or litigate any dispute regarding the Agreement or Site will be conducted solely on an individual basis. You agree that you will not seek to have any dispute heard as a class action, or in any other proceeding in which a party acts or proposes to act in a representative capacity and we agree to the same.

## **WAIVER & SEVERABILITY**

If any provision in this Agreement should be held illegal or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and the other provisions of this Agreement shall remain in full force and effect. The controlling language of this Agreement is English. If you have received a translation into another language, it has been provided for your convenience only. The non-enforcement of any provision of this Agreement shall not be construed to constitute a waiver of any breach of this Agreement.

## **ADHERENCE TO LAW**

You agree to comply with any and all applicable laws, codes, or regulations governing your use of the Site. If you are located outside the U.S., then you are responsible for complying with any local laws in your jurisdiction that might impact your right to use the Site, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this Agreement enforceable.

## **TERMINATION OF USER ACCOUNT AND/OR ACCESS TO SITE**

We may terminate your user account, disable your user name or password, terminate your License, and/or terminate your access to the Site immediately and at any time upon breach by you of this Agreement, or if we have a good faith belief that you are in breach of this Agreement. We may also terminate your user account for any reason by providing at least thirty (30) days written notice via email of the intent to terminate. You may terminate your user account at any time by either selecting account termination within the user account settings or contacting us in writing to request account termination. We reserve the right at any time, to modify, suspend, or discontinue, temporarily or permanently, the Site (or any part thereof) with

or without notice. You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

## **ENTIRE AGREEMENT**

The foregoing Privacy Policy and Terms and Conditions of Use Agreement constitute the entire agreement between you and OBI and govern your use of the Site, superseding any prior agreements regarding the same. The headings to the sections of this Agreement are used for convenience only and have no substantive meaning or impact on the interpretation of this Agreement.

## **YOUR COMMENTS AND CONCERNS**

This website is operated by the Oklahoma Blood Institute. All other feedback, comments, requests for technical support and other communications relating to the Site should be directed to [support@bio-linked.org](mailto:support@bio-linked.org)

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**Thank you for visiting us at <https://bio-linked.org>**