

# LIVING DONOR PROJECT, CORP - AGREEMENT(S)

ELECTRONIC SIGNATURE CONSENT, TELEPHONE CONSUMER PROTECTION ACT, AUTHORIZATION FOR RELEASE AND DISCLOSURE OF HEALTH INFORMATION PURSUANT TO HIPAA, DATA PROTECTION STORAGE AND USAGE AGREEMENT, INDEMNIFICATION AGREEMENT

## ELECTRONIC SIGNATURE CONSENT

I HEREBY AGREE TO CONDUCT BUSINESS ELECTRONICALLY WITH LIVING DONOR PROJECT, CORP. AND/OR ANY AFFILIATES, SUBSIDIARIES OR ANY WHOLLY OWNED ENTITIES OF LIVING DONOR PROJECT, CORP. I AGREE THAT ANY DIGITAL SIGNATURES, IP ADDRESSES, AND/OR ANY ADDITIONAL META DATA COLLECTED FOR THE PURPOSES OF THIS AGREEMENT AND USE AS DESCRIBED HEREIN ARE THE SAME AS HANDWRITTEN SIGNATURES AND FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY. BY CHECKING THE CHECKBOXES ON EACH DISCLOSURE I HEREBY INDICATE INTENT AND AGREEMENT TO SAID TERMS AND CONDITIONS SET FORTH.

JOHN PAUL MEDINA

05/05/2023 01:27:42

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ELECTRONIC SIGNATURE

DATE / TIME

IP ADDRESS

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### TELEPHONE CONSUMER PROTECTION ACT

I AGREE THAT I AM 18+ YEARS OF AGE, TO THE PRIVACY POLICY, AND TERMS & CONDITIONS AND HEREBY AUTHORIZE EXPRESSED WRITTEN CONSENT TO RECEIVE COMMUNICATIONS VIA AUTODIALED AND/OR PRE-RECORDED CALLS AND/OR SMS/MMS FROM LIVING DONOR PROJECT, CORP. AT THE PHONE NUMBER AND/OR E-MAIL ADDRESS PROVIDED TO US, INCLUDING WIRELESS NUMBERS, IF APPLICABLE, EVEN IF I HAVE PREVIOUSLY REGISTERED THE PROVIDED PHONE NUMBER ON ANY DO NOT CALL REGISTRY. CARRIER DATA/VOICE RATES MAY APPLY.

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## AUTHORIZATION FOR RELEASE AND DISCLOSURE OF HEALTH INFORMATION PURSUANT TO HIPAA

I AND/OR MY AUTHORIZED REPRESENTATIVE, REQUEST AND/OR PERMIT THE DISCLOSURE OF ANY PERTINENT HEALTH INFORMATION BY LIVING DONOR PROJECT, CORP. TO FACILITATE ORGAN DONATION. I UNDERSTAND THAT THIS AUTHORIZATION IS VOLUNTARY. I HAVE THE RIGHT TO REVOKE THIS AUTHORIZATION AT ANY TIME IN WRITING OR AT ANY TIME USING THE LINK PROVIDED IN THE ELECTRONIC COPY I WILL RECEIVE UPON COMPLETION, EXCEPT TO THE EXTENT THAT ACTION HAS ALREADY BEEN TAKEN BASED ON THIS AUTHORIZATION. COMMUNICATIONS MAY BE ELECTRONIC, SUCH AS E-MAIL, AND SUCH METHODS MAY NOT ALWAYS BE SECURE. THERE IS NO GUARANTEE, ASSURANCE, OR WARRANTY OF CONFIDENTIALITY. I AGREE TO HOLD LIVING DONOR PROJECT, CORP. HARMLESS FROM ANY CLAIMS OR LIABILITIES THAT MAY RESULT FROM THE ELECTRONIC COMMUNICATIONS. THIS AUTHORIZATION INCLUDES DISCLOSURE OF INFORMATION THAT MAY RELATE TO DEMOGRAPHICS, ALCOHOL USE, DRUG USE, MENTAL HEALTH, INFECTIOUS DISEASE, DNA TESTING, AND OTHER MEDICAL TEST INFORMATION OR QUESTIONNAIRES THAT I VOLUNTARILY PROVIDED.

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## DATA PROTECTION STORAGE AND USAGE AGREEMENT

I ALSO UNDERSTAND THAT ALL DATA VOLUNTARILY PROVIDED AND/OR COLLECTED THROUGH MEANS OF BUT NOT LIMITED TO FORM SUBMISSIONS, WEB BEACONS, TRACKING PIXELS, BROWSER COOKIES, OR BROWSER LOCAL STORAGE METHODS WILL BE USED TO FACILITATE ELECTRONIC MATCHING OF ORGAN DONATION ELIGIBILITY TO A RECIPIENT IN NEED AND/OR USED TO DETERMINE MY ABILITY TO BE A LIVING ORGAN DONOR. DATA VOLUNTARILY PROVIDED AND/OR COLLECTED WILL BE STORED UNTIL REVOKED BY ME; DATA STORED IS ENCRYPTED USING FEDERAL INFORMATION PROCESSING STANDARD ("FIPS") 140-2 CRYPTOGRAPHIC METHODS. EACH KEY DATA VALUE WILL BE ENCRYPTED USING CRYPTOGRAPHIC SECRETS (IE: ENCRYPTION KEYS) INDIVIDUALLY (NO TWO KEY/VALUE COLUMNS WILL SHARE THE SAME ENCRYPTION KEY) TO INCREASE SECURITY AND PROTECT ANY PERSONAL HEALTH DATA THAT I HAVE VOLUNTARILY PROVIDED. I UNDERSTAND I HAVE THE RIGHT TO REVOKE ANY CONSENT(S) AND I HAVE THE RIGHT TO REQUEST REMOVAL OF ANY VOLUNTARILY PROVIDED DATA AT ANY TIME IN WRITING. I UNDERSTAND THAT LIVING DONOR PROJECT, CORP WILL STORE AND COLLECT PERSONAL HEALTH DATA THAT I AM VOLUNTARILY PROVIDING AND WILL BE USED WITH AN AUTOMATED TRANSMISSION BOT DEVELOPED AND MAINTAINED BY LIVING DONOR PROJECT, CORP TO SECURELY TRANSMIT MY PERSONAL HEALTH DATA TO AN ORGAN TRANSPLANT FACILITY, HOSPITAL, AND/OR CLINIC VIA ELECTRONIC WEB FORMS AND/OR APPLICATION PROGRAMMING INTERFACES ("API") CONNECTIONS DIRECTLY TO ELECTRONIC MEDICAL RECORD ("EMR") AND/OR ELECTRONIC HEALTH RECORD ("EHR") SYSTEMS. AN AUDIT AND SECURITY LOG RECORD WILL BE CREATED EACH TIME THIS DATA IS ACCESSED AND/OR TRANSMITTED AS DESCRIBED WITHIN THIS AGREEMENT WILL BE KEPT FOR RECORD AND TRACKING PURPOSES OF USE.

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## INDEMNIFICATION AGREEMENT

ALTHOUGH LIVING DONOR PROJECT, CORP WILL MAKE ANY/AND ALL EFFORTS AVAILABLE TO SECURELY STORE AND/OR TRANSMIT MY PERSONAL HEALTH DATA, I AGREE TO DEFEND, INDEMNIFY, AND HOLD LIVING DONOR PROJECT, CORP, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, ATTORNEYS, AGENTS, LICENSORS, AND SUPPLIERS, HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS OR DEMANDS, LIABILITIES AND SETTLEMENTS INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES, DIRECTLY OR INDIRECTLY RESULTING FROM, OR ALLEGED TO RESULT FROM,(I) YOUR VIOLATION OF THESE TERMS AND CONDITIONS, AND/OR (II) ANY CLAIMS YOU BRING AGAINST LIVING DONOR PROJECT, CORP, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, ATTORNEYS, AGENTS, LICENSORS, AND SUPPLIERS WHICH ARE RELATED TO, ARISE OUT OF, OR ARE OTHERWISE DIRECTLY OR INDIRECTLY CONNECTED TO YOUR USE OR MISUSE OF LIVING DONOR PROJECT, CORP PRODUCTS AND SERVICES, INCLUDING, WITHOUT LIMITATION, THE WEB APPLICATION(S), BOT(S), WEBSITE(S) AND THE CONTENT.

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