

Privacy Policy & Conditions of Use

Welcome to the Lifesharing website. Lifesharing, a division of UC San Diego Health, is the federally-designated, nonprofit organ and tissue procurement organization serving San Diego and Imperial Counties in Southern California. The organization's main office is located at 3465 Camino Del Rio South, Ste. 410, San Diego, CA 92108.

Privacy Policy:

As a Donate Life organization, Lifesharing shares Donate Life America's commitment to the importance of protecting your privacy. This Privacy Statement is applicable to www.lifesharing.org, which does not collect personally identifiable information about individuals except when such individuals voluntarily provide such information.

Personally identifiable information on individual users will not be sold or otherwise transferred to unaffiliated third parties without specific approval of the user at the point of collection.

www.lifesharing.org reserves the right to perform site statistical analyses in order to measure interest in and use of the various areas of the site and to inform organizations of such information as well as the number of users that have been exposed to or accessed an organization's specific banner. www.lifesharing.org will provide only aggregated data from these analyses to third parties.

Users should be aware that non-personal information and data may be automatically collected through the standard operation of www.lifesharing.org internet servers.

www.lifesharing.org reserves the right to amend this policy at any time by notifying users of the existence of a new policy statement. This statement and the policies outlined at www.lifesharing.org are not intended to and do not create or vest any contractual or other legal rights in or on behalf of any party.

If you have any questions about this Privacy Statement, the practices of this site, or your dealings with this Website, you may contact Lifesharing at info@lifesharing.org.

As a member of Donate Life California (DLC), Lifesharing has adopted the following DLC's Conditions of Use (COU) for our Sites. Lifesharing provides this website ("the site") as a public service. Use of the site and associated current or future Web microsites and social networking sites ("the Sites") are governed by the Terms of Use, set forth below.

Use of "Cookies":

Our Sites may use cookies to enhance your experience while using our Sites. Your browser is probably set to accept cookies. However, if you would prefer not to receive cookies, you can alter the configuration of your browser to refuse cookies. If you choose to have your browser refuse cookies, it is possible that some areas of our Sites will not function properly when you view them.

Security:

Lifesharing has adopted and adheres to stringent security standards designed to protect your personal information at our website against accidental or unauthorized access or disclosure. Safeguards include - but are not limited to - administrative, physical and technical barriers that work together protect the information stored at this site.

Other Websites

Our Sites may contain links to other websites. Please note that when you click on one of these links, you are entering another website for which Lifesharing has no responsibility. We encourage you to read the privacy statements on all such Sites as their policies may differ from Lifesharing's policy.

General Information

The information provided on the Sites is not intended to be used by any individual or entity for diagnosing or treating a health problem or a disease, and is not a substitute for professional or expert medical advice or care. If you have or suspect you may have a health problem, you should consult your health care provider, agency or professional.

Changes to Service

Lifesharing may change, modify, add, suspend or discontinue, temporarily or permanently, any aspect of the Sites at any time, including the availability of any feature, database, or content, with or without notice to you. As a condition of use (COU), you agree that Lifesharing shall not be liable to you or to any third party for any such change, modification, addition, suspension, discontinuance, limitation, or restriction.

3. Disclaimer of Warranties

Your use of the Sites and any and all information contained therein or available, directly or indirectly, therefrom, is at your sole risk. Lifesharing makes no warranty that (i) the Sites will meet your requirements, (ii) the Sites will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Sites will be accurate, complete, or reliable, or (iv) the quality of any information obtained by you through the Sites will meet your expectations.

Any content or material downloaded or otherwise obtained through the use of the Sites is done at your own discretion and risk and you will be solely responsible for any damage that results therefrom. No advice or information, whether oral or written, obtained by you from Lifesharing or through or from the Sites shall create any warranty not expressly stated in the COU.

4. Limitation of Liability

You expressly understand and agree that Lifesharing shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if Lifesharing has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Sites; (ii) physical or emotional injury or distress, or (iii) any other matter relating to the Sites and/or the use of information contained therein or available therefrom at any time. In addition, the aggregate amount of Lifesharing liability under this agreement shall in no event exceed \$100 U.S. dollars.

Lifesharing further specifically disclaims liability for unauthorized interception or infiltration of any data that you submit to Lifesharing and for misappropriation of such data by third parties.

5. Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, portions of sections 3 and 4 may not apply to you.

6. Waiver, Release of Liability and Covenant Not-To-Sue

In consideration of your being permitted to use the Sites, you, on your own behalf and on behalf of your spouse, heirs, trustees, legal representatives, executors, and assigns, hereby agree to release Lifesharing and its past, present and/or future shareholders, members, managers, partners, trustees, officers, directors, employees, volunteers, consultants, agents, affiliates, administrators, attorneys, successors, and assigns (and their respective past, present and/or future shareholders, members, managers, partners, trustees, officers, directors, employees, consultants, agents, affiliates, administrators, attorneys, successors and assigns) (each, a "Released Party") from any and all liability for injury, death, damage, cost, expense, and other loss suffered

or incurred by you as a direct or indirect result of your use of any information that is, directly or indirectly, available from or through the Sites at any time.

In consideration of your being permitted to use the Sites, you hereby agree that you will not, at any time hereafter, commence, maintain, prosecute, participate in as a party, or permit to be filed by any other person on your behalf, any action or proceeding of any kind, judicial or administrative, in any court or agency against any Released Party with respect to any act, omission, statement, information, transaction, or occurrence that relates, directly or indirectly, to your use of the Sites at any time.

You acknowledge and agree that you understand that you should consult with your personal physician, lawyer, or religious leader, as appropriate, before relying on any information obtained from the Sites. You acknowledge and agree that you are not relying, and will at no time rely, on any Released Party to provide you with medical, legal, or religious advice of any kind (including advice pertaining to your use of the information), or to advise you of the medical risks, legal risks, and religious ramifications associated with your use of the information. You acknowledge and agree that no Released Party will be liable for any information or advice given to you related to your use of the information and that you will not sue any Released Party based on such information or advice.

You acknowledge and agree that the waiver, release, and covenant not-to-sue contained herein is intended to be as broad and inclusive as permitted by the laws of the State of California and agree that if any portion is held invalid, the remainder of this waiver, release, and covenant not-to-sue will continue in full legal force and affect.

7. Links

The Sites from time to time may contain links to and from various third party Sites on the Internet. You acknowledge that such third party Sites are completely independent of the Sites and that Lifesharing has no responsibility or liability, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods, or services available on or through any such site. If you have any questions or concerns about such third party Sites, you should contact the site administrator or web-master of the third-party site.

8. Entire Agreement / No Waiver / Severability

This Agreement and our Privacy Policy constitute the entire agreement between you and Lifesharing with respect to your use of the Sites. Lifesharing's failure to exercise or enforce any right, provision, or remedy hereunder shall not constitute a waiver of such right, provision, or remedy. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should try to give effect to the parties' intention as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

9. Choice of Law / Statute of Limitations

This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. Any action to enforce this agreement shall be brought in the federal or state courts located in the State of California, County of San Diego. You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.