PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS APP AND SITE.

- The following are terms of a legal agreement between you and Hero Organ Matching Services, LLC. By accessing, browsing, or using this Web site and App, you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations, including export and re-export control laws and regulations. If you do not agree to these terms, please do not use this Web site or App.
- You may not share or use any donor's or patient's information from this website with any other company, hospital or entity without the prior written consent of Hero Organ Matching Services, LLC or the patient.
- Information Hero Organ Matching Services, LLC publishes on the World Wide Web may contain references or cross references to Hero Organ Matching Services, LLC products, programs and services that are not announced, legal or available outside of the United States. Such references do not imply that Hero Organ Matching Services, LLC intends to announce or make available such products, programs, or services in your country. Please consult your local division in charge of organ transplant for information regarding the legal products, programs, and services that may be available to you.
- Hero Organ Matching Services, LLC and the services offered by Hero Organ Matching Services, LLC are not endorsed by the U.S. Department of Health and Human Services or any of its agencies or instrumentalities. *All donations on this site are only from living donors, not from deceased donors.
- Section 301 of the National Organ Transplant Act of 1984 (NOTA), as amended, prohibits any person from knowingly acquiring, receiving, or otherwise transferring any human organ for valuable consideration for use in human transplantation if the transfer affects interstate commerce. 42 U.S.C. 274e(a). Violators of this criminal prohibition can be subject to \$50,000 fines and/or five years of imprisonment.
- Please remember that any information (including personal and medical information) that you reveal in a Hero Organ Matching Services, LLC publicly viewable area (such as a bulletin board, public profile, posting, chat room/event, membership profile, patient profile, group profile) is not protected by this Privacy Policy. Such postings will be seen by third parties not related to Hero Organ Matching

Services, LLC. What you've written could be used by others in ways we are unable to control or predict, including to contact you for unauthorized purposes. Also, if you access a third party site from a link on Hero Organ Matching Services, LLC, any information you reveal on that site is not subject to this Privacy Policy. You should consult the privacy policies of each site you visit.

Hero Organ Matching Services, LLC, Inc. ("Hero Organ Matching Services, LLC") may revise and update these Terms and Conditions at any time. Your continued usage of the Hero Organ Matching Services, LLC website ("Hero Organ Matching Services, LLC Site," or the "Site,") will mean you accept those changes.

Before you register yourself as a patient on Hero Organ Matching Services, LLC it is your sole responsibility to make sure that you are a viable candidate for a transplant, that you are registered at a transplant center that accepts you as a transplant candidate, and that your transplant center will accept living altruistic donors from Hero Organ Matching Services, LLC.

Before you register yourself as a donor on Hero App it is your sole responsibility to make sure that you are a viable candidate to donate and that you do not have a medical condition that prohibits you from being an organ donor. If you have any medical conditions that may preclude you from being a living organ donor you must obtain written verification from a transplant doctor that you are a viable candidate to donate. That written verification must be e-mailed to us at support@Heroapp.life before your account is activated.

THE SITE DOES NOT PROVIDE MEDICAL ADVICE.

The contents of the Hero App, such as text, graphics, images, information obtained from Hero Organ Matching Services, LLC licensors, and other material contained on the Hero App ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Hero App! Remember, like patients, donors can and most likely will be testing for more than one patient at a time.

If you think you may have a medical emergency, call your doctor or 911 immediately. Hero Organ Matching Services does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned

on the Site or App. Reliance on any information provided by Hero Organ Matching Services, Hero Organ Matching Services employees, others appearing on the Site at the invitation of Heroapp.life, or other visitors to the Site is solely at your own risk. The Site may contain health- or medical-related materials that are sexually explicit. If you find these materials offensive, you may not want to use our Site. CHILDREN'S PRIVACY.

We are committed to protecting the privacy of children. You should be aware that this Site is not intended or designed to attract children under the age of 18. We do not collect personally identifiable information from any person we actually know is a child under the age of 18.

USE OF CONTENT.

Any use of the Content not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice in the editorial discretion of Hero Organ Matching Services. All rights not expressly granted herein are reserved to Hero Organ Matching Services and its licensors.

If you violate any of these Terms and Conditions, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

USE of NAMES, LOGOS ETC..

To state the policy of Hero App, Hero Organ Matching Services, LLC, Heroapp.life, regarding the use of its name, registered marks, logos, and the names of its employees, directors and officers.

DEFINITIONS

Name –Hero App, Hero Organ Matching Services, LLC, Heroapp.life, Registered Mark - Words and images representing Hero App, Hero Organ Matching Services, LLC, and Heroapp.life which have been registered with the federal Office of Provisional Patents.

Logos - Officially adopted words, images or combinations of words and images representing Hero Organ Matching Services, LLC, Hero App, and Heroapp.life. GENERAL STATEMENT

Hero app, Hero Organ Matching Services, LLC, and Heroapp.life. Is the owner of all rights, titles and interests in and to certain designations comprising designs, trade names, trademarks and service marks including, without limitation, the names "Hero Organ Matching Services, LLC, Heroapp.life, Hero App" logotypes and seals incorporating one or more of the foregoing names and/or abbreviations, and certain logo graphics and/or symbols which have come to be associated with Hero App. LICENSING PROGRAM

Use of Hero App, Hero Organ Matching Services, LLC, and Heroapp.life on or in connection with items using the name, logo of any non- Hero Organ Matching Services, LLC entity or otherwise for commercial purposes, including but not limited to seminars, conventions, paid continuing education programs, and class credit programs shall be subject to a licensing agreement between the external entity and Hero Organ Matching Services, LLC which may require the payment of a royalty. It is the exclusive right of the

CEO to waive or set the price of this royalty. All royalty agreements must be presented by the "user" to the CEO of Hero Organ Matching Services, LLC at least 30 day prior to the event. Licensable use includes products offered for sale as merchandise, offered promotionally as merchandise, represented in association with any non- Hero Organ Matching Services, LLC, Heroapp.life, and Hero app entity or otherwise in any printed, electronic or other medium.

Questions regarding any use of Hero Organ Matching Services, LLC as described above should be directed to the Office of the CEO of Hero Organ Matching Services, LLC. Only the CEO of Hero Organ Matching Services, LLC can negotiate, waive or accept any licensing agreement. These agreements will only be in writing. INTELLECTUAL PROPERTY

Agreements by which Hero App, Hero Organ Matching Services, LLC, and Heroapp.life technology is licensed require that the licensee may make no use whatsoever of Hero Organ Matching Services, LLC, Heroapp.life, and Heroapp.life Inc.'s name, or of the name of any Hero Organ Matching Services, LLC, Hero App, and Heroapp.life employee (including without limitation the name of any named inventor of any Licensed Patent or Licensed Know How), in any news releases, advertisements, promotional materials, or otherwise, without the prior written consent of Hero Organ Matching Services, LLC, Heroapp.life, and Heroapp.life Inc for each such use as follows. Also, written approval must be granted in writing prior for the use of Hero Organ Matching Services, LLC, Heroapp.life, and Heroapp.life Inc's name by the licensee if such use

- meets the following conditions:

 1. Use is in a general context.
- 2. Used in brochures, flyers or promotional materials
- 2. No direct or implied endorsement by Hero Organ Matching Services, LLC, Heroapp.life, and Heroapp.life Inc is created.
- 3. Perceived use has a positive, negative or neutral impact on Hero Organ Matching Services, LLC, Heroapp.life, and Heroapp.life Inc's image.

Proposals for use of Hero Organ Matching Services, LLC, Heroapp.life, and Heroapp.life Inc's name meeting the above criteria may only be approved in writing by the CEO of Hero Organ Matching Services, LLC. Proposals not meeting the above criteria or which are not modified by the licensee to meet the above criteria will be referred to the CEO of Hero Organ Matching Services, LLC.

If the use of a Hero Organ Matching Services, LLC, Heroapp.life, or Heroapp.life Inc's employee, director or officer's name is proposed by a sponsor, both the written approval of Hero Organ Matching Services, LLC, Heroapp.life, and Heroapp.life Inc's and a written release from the employee, director or officer are required.

LIABILITY OF HERO APP AND ITS LICENSORS.

The use of the Hero App and the Content is at your own risk. Hero Organ Matching Services, LLC does not guarantee any success, in any manner, to anyone using this website.

When using the Hero App, information will be transmitted over a medium that may be beyond the control and jurisdiction of Hero App and its suppliers. Accordingly, Hero App assumes no liability for or relating to the delay, failure, interruption, or corruption of any

data or other information transmitted in connection with use of the Hero App. The Hero App and the content are provided on an "as is" basis. HERO APP, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Without limiting the foregoing, Hero App, its licensors, and its suppliers make no representations or warranties about the following:

- 1. The accuracy, reliability, completeness, correctness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the Hero App.
- 2. The satisfaction of any government regulations requiring disclosure of information on prescription drug products or the approval or compliance of any software tools with regard to the Content contained on the Hero App.

In no event shall Hero App, its licensors, its suppliers, or any third parties mentioned on the Hero App be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, HIPPA violations, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Hero App or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Hero App is advised of the possibility of such damages. Hero App shall be liable only to the extent of actual damages incurred by you, not to exceed U.S. \$1,000. Hero App is not liable for any personal injury, including death, caused by your use or misuse of the Site, Content, or Public Areas (as defined below). Any claims arising in connection with your use of the Site, any Content, or the Public Areas must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions. USER SUBMISSIONS

When you put in your information into Hero Organ Matching Services, LLC, you agree for the representative and patient to be contacted by Hero Organ Matching Services, LLC by telephone and e-mail on a regular basis to see if we can help you with Hero Organ Matching Services. You also agree to disclose to your transplant center that you found your donor through Hero Organ Matching Services, LLC.

You agree that you will not upload or transmit any communications or content of any type to the Public Areas (including message boards, postings, etc.) that infringe or violate any rights of any party. By submitting communications or content to the Public Areas, you agree that such submission is non-confidential for all purposes. If you make any such submission you agree that you will not send or transmit to Hero App by e-mail, (including through the e-mail addresses listed on the "Contact Us" link) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Hero Organ Matching Services by e-mail, you agree such submission is non-confidential for all purposes. If you make any submission to the Hero App whether as a patient or potential donor you agree to be contacted by any media to see if you would like to take part in any press.

radio interview, television interview, documentary, or television show. Also, if you make any submission to the Hero App website whether as a patient or potential donor you agree whether in a Public Area or Private Area or if you submit any business information, idea, picture, story, concept or invention to Hero App in any manner, you automatically grant and warrant that the owner of such content or intellectual property has expressly granted--Hero App a royalty-free, perpetual, irrevocable, world-wide exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, use as a press release, perform, and display the story, patient and donors names and contact information, communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Hero App may sublicense its rights through multiple tiers of sublicenses. Any broadcast, rebroadcast, reproduction, or other use of the pictures and accounts of any patient's or donor's story without the express written consent of Hero Organ Matching Services, LLC is prohibited. Any story or article written or broadcast about any patient or donor on Hero Organ Matching Services, LLC must be approved by Hero Organ Matching Services. LLC. Approval must be requested in writing by contacting Hero Organ Matching Services, LLC at support@heroapp.life Organ Matching Services, LLC. We try to answer every e-mail in a timely manner, but are not always able to do so. MEMBERSHIP SUBSCRIPTION, BILLING TERMS & TRIAL PERIOD TERMS **PASSWORDS**

Hero App has several tools that allow you to record and store information. For example, Hero Organ Matching Services, LLC Personal Profile is a service that allows you to record limited amounts of personal information on a voluntary basis on servers maintained by Hero App or on its behalf. Hero Organ Matching Services, LLC Personal Profile is structured to allow access only to visitors.

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Hero App passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your Hero App account and password; (3) promptly inform Hero App of any need to deactivate a password. You grant Hero App and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. Hero App cannot and does not assume any responsibility or liability for any information you submit, including to Hero Organ Matching Services, LLC Personal Profile, or your or third parties' use or misuse of information transmitted or received using Hero App tools and services, including Hero Organ Matching Services, LLC Personal Profile.

HERO APP SOCIAL AND MEMBER-TO-MEMBER AREAS ("PUBLIC AREAS"). If you use a Public Area, such as messaging, Hero social or community posting or other member communities, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the Public Areas. Hero App is not responsible for the consequences of any communications in the Public Areas. In cases where you feel threatened or believe someone else is in danger, you should contact your local law

enforcement agency immediately. If you think you may have a medical emergency, call your doctor or 911 immediately.

CONSIDERATION OF ANY USE OF HERO ORGAN MATCHING SERVICES, LLC In consideration of being allowed to use any part of Hero Organ Matching Services, LLC, you agree that the following actions shall constitute a material breach of these Terms and Conditions which will permanently remove you from the website and you agree to pay a fee of \$250,000 US Dollars to Hero Organ Matching Services, LLC for each infraction- paid to Hero Organ Matching Services, LLC within 30 days of the infraction.:

- 1. Using a Public Area for any purpose in violation of local, state, national, or international laws; all patients and donors must be legally accepted as a patient or donor before entering any information on Hero Organ Matching Services, LLC.
- 2. Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others; or referring to any site, or any other company or any other organization other than Hero Organ Matching Services, LLC.
- 3. Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Hero App in its sole discretion;
- 4. Posting advertisements or solicitations of business such as a reporter seeking a story from patients and donors;
- 5. After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);
- 6. Offering to pay or paying a donor for anything other than testing and travel to and from testing and surgery, or a donor asking to be paid for anything;
- 7. Impersonating another person; someone signing up as a patient or donor and is not a patient or donor, putting in false contact information, false profile etc....
- 8. Distributing viruses or other harmful computer code;
- 9. Harvesting or otherwise collecting information about others, including e-mail addresses, without their identification for posting or viewing comments; consent;
- 10. Allowing any other person or entity to use your identification for posting or viewing comments
- 11. Posting the same note more than once or "spamming"; or
- 12. Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Public Area or the Site, or which, in the judgment of Hero App, exposes Hero App or any of its customers or suppliers to any liability or detriment of any type.
- 13. Soliciting donors or patients to have a transplant outside of the United States and/or Canada, unless agreed in writing with Hero Organ Matching Services, LLC prior to and solicitation.
- 14. Soliciting, aiding or using any donors or patients registered on Hero Organ Matching Services, LLC to use services outside of Hero Organ Matching Services, LLC, including transplant chains, paired exchanges, and including any type of transplant tourism etc...through any company, organization or hospital.
- 15. Asking patients or donors to e-mail you outside the Hero Organ Matching Services, LLC system.

Hero App reserves the right (but is not obligated) to do any or all of the following:

- 1. Record the dialogue in public chat rooms.
- 2. Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
- 3. Remove communications which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.
- 4. Terminate a user's access to any or all Public Areas and/or the Hero App upon any breach of these Terms and Conditions.
- 5. Monitor, edit, or disclose any communication in the Public Areas.
- 6. Edit or delete any communication(s) posted on the Hero App, regardless of whether such communication(s) violate these standards.
- 7. Give all of your information to law officials, and assess a penalty of \$250,000 per infraction for each day of each infraction.

Hero App reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. Hero App has no liability or responsibility to users of the Hero App or any other person or entity for performance or nonperformance of the aforementioned activities.

ADVERTISEMENTS, SEARCHES AND LINKS TO OTHER SITES.

Hero App may provide links to third-party web sites. Hero App also may select certain sites as priority responses to search terms you enter and Hero App may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Hero App does not recommend and does not endorse the content on any third-party websites. Hero App is not responsible for the content of linked third-party sites, sites framed within the Hero App, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. Hero App does not endorse any product advertised on the Hero App.

INDEMNITY.

You agree to defend, indemnify, and hold Hero App, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

GENERAL.

Hero App is based in Pittsburgh, Pennsylvania, in the United States of America. Hero App makes no claims that the Content is appropriate. Access to the Content may not be legal by certain persons or in certain countries. If you access the Hero App from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. The following provisions survive the expiration or termination of these Terms and Conditions for any reason whatsoever: Liability, User Submissions, Indemnity, Jurisdiction, and Complete Agreement. JURISDICTION.

You expressly agree that exclusive jurisdiction for any dispute with Hero App, Hero Organ Matching Services, LLC or heroapp.life or in any way relating to your use of the Hero App, resides in the courts of the Commonwealth of Pennsylvainia and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Pennsylvania in connection with any dispute including any claim involving Hero App or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and content providers.

These Terms and Conditions are governed by the internal substantive laws of the Commonwealth of Pennsylvania, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition. COMPLETE AGREEMENT.

Except as expressly provided in a particular "legal notice" on the Hero App, these Terms and Conditions and the Hero App Privacy Policy and Agreement constitute the entire agreement between you and Hero App with respect to the use of the Hero App, and Content.

Questions or comments regarding this app, including any reports of non-functioning links, should be directed by electronic mail to support@Heroapp.life We try to answer every e-mail in a timely manner but are not always able to do so.

Our Privacy Policy and Agreement

Your privacy is important to Hero App, Inc. We understand that health is a very personal, private subject, and we want you to feel as comfortable as possible visiting our App and using its services. Perhaps you are visiting Hero App to learn about organ donation for yourself, perhaps on behalf of someone else. This Privacy Policy and Agreement ("Privacy Policy") will tell you what information we collect about you and about your use of our Website. It will explain how we protect that information and what choices you have about how it is used. We urge you to read this Privacy Policy carefully so that you will understand clearly both our commitment to you and your privacy, and how we may collect and use information. By using the Hero App, you agree to the terms of this Privacy Policy.

Hero App also complies with the standards set by Health on the Net [HON]. Please remember that any information (including personal and medical information) that you reveal in a Hero App publicly viewable area (such as a bulletin board, public profile, posting, chat room/event, membership profile, group profile) is not protected by this Privacy Policy. Such postings will be seen by third parties not related to Hero App. What you've written could be used by others in ways we are unable to control or predict, including to contact you for unauthorized purposes. Also, if you access a third party site from a link on Hero App, any information you reveal on that site is not subject to this Privacy Policy. You should consult the privacy policies of each site you visit. The following are the provisions of our Privacy Policy that describe the information we collect from or about you; ways we disclose, use and protect that information; choices

you have, and how you can update your information or contact us with questions. We hope that reading our Privacy Policy gives you a clear idea of how we manage information about you.

INFORMATION COLLECTED ABOUT YOU

A. Information Collected by Hero App's Behalf

1. In General

Personally Identifiable Information (PII or Personal Information) is information that can be used to identify or contact you. When you visit our App, Hero App collects only the Personal Information you provide to us. We collect the Personal Information that you provide to us in two general and distinct ways: (1) When you register as a Member and/or when you update your Member Profile, and (2) When you choose to use various Hero App Interactive Tools and Services or participate in surveys or send e-mails to Hero App. We also collect non-personal information from you and about your use of our App, e-mails, special promotions and newsletters that we send to you, and Websites of selected sponsors and advertisers. For example, Hero App may use "cookies" or "web beacons" to collect non-personal information about your use of our site, selected sponsors' sites, or e-mails we send to you. Hero App does not store any Personal Information in any cookies on your computer. Hero App does not use web beacons to collect any Personal Information from or about you or to track your activities across Websites generally. All of these are described in more detail below.

Any television network, radio staion or any other media that airs, shows or prints any of our Public Service Announcements will be considered a Sponsor of Hero App and automatically allows Hero App to print or show in any media, royalty free, that they are a Sponsor of Hero App; including the use of the media name and logo.

2. Interactive Tools

We also collect other information, some of which may be Personal Information, that you voluntarily provide to us when you choose to use some of the Hero App Interactive Tools and Services. We also collect information you provide voluntarily through responses to surveys, questionnaires and the like. Some of the free Interactive Tools on our site ask you for Personal Information.

B. Information Collected by Third Parties Not Acting on Hero App's Behalf Sponsors, partners or advertisers on the Hero App or in e-mails, special promotions or newsletters we send you may also use their own cookies or web beacons when you click on their advertisement or link to their site or service, or even if the advertisement simply appears on a page or in an e-mail that you are viewing. Some advertisers use companies other than Hero App to serve their ads and to monitor users' responses to ads, and these companies ("Ad Servers") may also collect non-personal information through the use of cookies or web beacons on our Website. In certain situations, information collection may be facilitated by momentarily directing your browser to the site of an Ad Server or other third party acting on behalf of the sponsor, partner, or advertiser before re-directing your browser to its proper destination (e.g., back to Hero App to show the ad, or to the advertiser's Web site); this re-direction process will not be apparent to you.

We do not control these third parties' use of cookies or web beacons, or how they manage the non-personal information they gather through them. However, we do require sponsors, advertisers and Ad Servers who collect cookie or web beacon information through our Website to agree that they will not collect any Personal Information from our site without your consent. They have promised us they will not link any non-personal cookie or web beacon information collected by them on our site to Personal Information they or others collect in other ways or from other sites. In addition, Hero App's Advertising Policy is posted on our Website and will provide additional detail about our relationship with advertisers and the companies that serve ads. You should review the privacy policy of other sites you visit or link to from our site to understand how these other sites use cookies and how they use the information they collect through the use of cookies or web beacons on their own sites. Certain Ad Servers allow you to prevent them from collecting data through the use of cookies. In order to do so, you must opt-out of such data collection with each individual site. Currently, you can opt-out of cookies for several Ad Servers by visiting the Network Advertising Initiative gateway opt-out site. This site will also allow you to review the Ad Server's privacy policies. C. Children

NO ONE UNDER THE AGE OF 18 MAY USE HERO ORGAN MATCHING SERVICES, LLC OR ANY OF ITS SECTIONS FOR ANY REASON, OR IN ANY MANNER, INCLUDING BUT NO LIMITED TO POSTING PERSONAL INFORMATION. Children's Online Privacy Protection Act

The Children's Online Privacy Protection Act (COPPA) was passed by U.S. Congress in November 1998. COPPA requires that operators of online services or Web sites obtain parental consent prior to the collection, use, disclosure, or display of the personal information of children. The Federal Trade Commission established rules for the act's implementation, which went into effect April 21, 2000.

We do not allow anyone under 18 years old to put in their own information. We believe that children should get their parents' or guardian's consent before giving out personal information. If you are concerned about your child's use of Hero Organ Matching Services, LLC, if personal information is to be put in for someone under the age of 18 it must be put in by their mother, father or guardian. We also encourage you to use Web filtering technology to supervise your child's access to the site. We also encourage you to participate in your child's experience with Hero Organ Matching Services, LLC. D. Public Forums

This Privacy Policy does not protect you when you use Hero App public forums. As a service to our users, Hero App features hero social and bulletin boards where users with similar medical conditions can share information and support one another or where users can post questions for people to answer. In addition, we may offer online discussions on a variety of topics moderated by medical experts. You should be aware that any information shared in a chat room, bulletin board, other posting or online discussion is public information and may be seen, disclosed to or collected by third parties that do not adhere to our Privacy Policy. You should think carefully before disclosing any personal information in any public forum.

E. E-mails to Hero App

This Privacy Policy does not protect you when you send business information, ideas, concepts or inventions to Hero App by e-mail to the various Hero App departments listed on the "Contact Us" link on our Website. If you want to keep business information, ideas, concepts or inventions private or proprietary, do not send them in an e-mail to Hero App. We try to answer every e-mail in a timely manner, but are not always able to do so.

DISCLOSURE OF YOUR INFORMATION

Except as set forth in this Article or as specifically agreed to by you, Hero App will not disclose any Personal Information it gathers from you on our Website if you choose the private option, if you do not choose the "Private" option Hero App may at its discretion release potential donors contact information to Patient Members that may need to receive more donor profiles. We may release Personal Information to third parties: (1) to comply with valid legal requirements such as a law, requests by legal authorities, regulation, search warrant, subpoena or court order; or (2) in special cases, such as a physical threat to you or others.

A. Disclosure to Hero App Subsidiaries

Hero App may disclose Personal Information to its corporate subsidiaries. Any Personal Information provided to subsidiaries of Hero App will be treated by those subsidiaries in accordance with the terms of this Privacy Policy.

B. Disclosure to Hero App Operations and Maintenance Contractors

Hero App operations and maintenance contractors sometimes have limited access to your Personal Information in the course of providing products or services to Hero App. These contractors include vendors and suppliers that provide us with technology, services, and/or content related to better operation and maintenance of our Website. Unless you have opted out of receiving e-mails and newsletters from Hero App, these contractors also may have access to your e-mail address to send newsletters or special promotions to you on our behalf or to send e-mails to you for purposes such as conducting market research on our behalf. Access to your Personal Information by these contractors is limited to the information reasonably necessary in order for the contractor to perform its limited function for Hero App. We also contractually require that our operations and maintenance contractors 1) protect the privacy of your Personal Information consistent with this Privacy Policy, and 2) not use or disclose your Personal Information for any purpose other than providing us with products and services.

C. Disclosure to Website Service and Content Contractors

Certain content and services offered to you through our Website are served on Websites hosted and operated by a company other than Hero App ("Third Party Contractor Websites"). Hero App may disclose your Personal Information to these Third Party Contractor Websites without your consent, and you should be aware that any information you disclose once you access these other sites is not subject to this Privacy Policy. Hero App does not endorse and is not responsible for the privacy practices of these Third Party Contractor Websites. You should review the privacy policy posted on the other site to understand how that Third Party Contractor Website collects and uses your Personal Information. Hero App makes an effort to make it obvious to you when you leave our Website and enter a Third Party Contractor Website, either by requiring

you to click on a link or by notifying you on the site. In addition, if you see a phrase such as "Powered by" or "in association with" followed by the name of a company other than Hero App, then you are on a Website hosted by a company other than Hero App. D. Disclosure to Linked Sites

In addition to the Third Party Contractor Websites that you may access as described above, for your convenience there are links to Websites operated by companies other than Hero App ("Third Party Websites") that are not contractors who provide content or services through our Website. These links may be found in advertisements, referenced within content, or placed beside the names or logos of sponsors. Hero App does not disclose your Personal Information to these Third Party Websites without obtaining your consent. Hero App does not endorse and is not responsible for the privacy practices of these sites. If you choose to link to one of these Third party Websites, you should review the privacy policy posted on this other site to understand how that Third Party Website collects and uses your Personal Information.

E. Disclosure of Aggregate Information

Hero App may provide to third parties non-personal information about you that does not allow you to be identified or contacted and that is combined with the non-personal information of other users ("Aggregate Information"). Depending on the circumstances, we may or may not charge third parties for this Aggregate Information. We also may not limit the third parties' use of the Aggregate Information, except that we do require third parties to whom we disclose Aggregate Information to agree that they will not attempt to make this information personally identifiable by combining it with other databases or otherwise.

F. Hero Organ Matching Services, LLC Personal Profile
All information that is received, used, or disclosed in connection with Hero Organ
Matching Services, LLC Personal Profile is encrypted. Hero App collects the Personal
Information you voluntarily store in Hero Organ Matching Services, LLC Personal
Profile.

Per the registered patient's request Hero Organ Matching Services, LLC can send out a one time e-mail to all registered donors with a compatible blood type asking them if they would be tested for that patient. All Donors agree that any response received by Hero Organ Matching Services, LLC from any donor will be shared either in part or in it's entirety by Hero Organ Matching Services, LLC with the patient.

Hero App does not use the Personal Information stored in Hero Organ Matching Services, LLC Personal Profile for any purpose except to provide members with a readily accessible, easy-to-update means of collecting and storing your profile. The only entities that will have access to Hero Organ Matching Services, LLC Personal Profile Personal Information are Hero App itself, people you allow, and any third parties hired by Hero App to assist us in operating, maintaining, and improving the site. These third parties are required by us to hold your information in the strictest of confidence and may not use or disclose it except to fulfill the service we hired them to perform. Hero App will not share any of the Personal Information that is stored in Hero Organ Matching Services, LLC Personal Profile with any other third parties without your express permission.

HOW HERO APP HANDLES PRIVACY AND SECURITY INTERNALLY

Hero App wants your Personal Information to remain as secure as possible. That is why we have a two-tier security system at Hero App that combines leading technical safeguards and a code of conduct for those employees who are permitted to access our customers' Personal Information. On the technical side, Hero App uses Secure Socket Layer (SSL) encryption technology in transmitting your Personal Information to our servers to help ensure the integrity and privacy of the Personal Information you provide to us via the Internet. Encryption involves systematically scrambling numbers and letters, so that even if someone managed to intercept the information, they would not be able to make sense of it. In order to take advantage of this encryption technology, you need to have an Internet browser that will support 128-bit encryption, such as Netscape or Microsoft Explorer. On the employee side, only a limited number of Hero App employees are authorized to access your Personal Information. All Hero App employees must abide by our Privacy Policy and those who violate our Privacy Policy are subject to disciplinary action, up to and including termination. Although we will make every reasonable effort to protect your Personal Information from loss, misuse, or alteration by third parties, you should be aware that there is always some risk involved in transmitting information over the Internet. There is also some risk that thieves could find a way to thwart our security systems.

YOUR PRIVACY CHOICES

From time to time and at different locations on the Hero App Website, you will be given the option of receiving recurring informational/promotional newsletters via e-mail from Hero App and/or directly from third parties.

This privacy statement applies only to the Hero App Website. The Hero App does contain links to other sites. Once you enter another Website (whether through an advertisement, service, or content link), be aware that Hero App is not responsible for the privacy practices of such other sites. We encourage you to look for and review the privacy statements of each and every web site that you visit through a link or advertisement on Hero App's site or any site that collects Personal Information from you.

UPDATING AND/OR REMOVING YOUR INFORMATION AND CONTACTING HERO ORGAN MATCHING SERVICES

You can always contact us in order to (1) delete your Information from our systems, (2) update the Personal Information that you have provided to us, and (3) change your preferences with respect to marketing contacts or other activities, by e-mailing us at spport@Heroapp.life return receipt required, you will need put your username and password in the e-mail. Such changes will not have any effect on other information that Hero App maintains. If you have a complaint or problem you may e-mail us at support@Heroapp.life and the customer service department will forward your complaint to the appropriate internal Hero App department for a response or resolution. We try to answer every e-mail in a timely manner but are not always able to do so.

You should be aware that it is not technologically possible to remove each and every record of the information you have provided to Hero App from our servers. The need to back-up our systems to protect information from inadvertent loss means that a copy of

your Personal Information may exist in a non-erasable form that will be difficult or impossible for us to locate. Nevertheless, we promise that upon receiving your request, all Personal Information stored in the databases we actively use for research and daily business activities, and other readily searchable media, will be deleted. Privacy as it applies to the Internet is a dynamic, rapidly developing area. In the future, we may make significant changes to our privacy policy affecting the use of the Personal Information we collect. We will notify you by e-mail of any significant changes concerning our use of your Personal Information and obtain your "opt-in" consent to any significant new uses of your Personal Information if it was collected from you prior to a significant change in this policy. We may also make non-significant changes to our Privacy Policy that generally will not affect our use of your Personal Information and we generally will not notify you of these non-significant changes. You should check this posted Privacy Policy for any non-significant changes. If you do not agree to the terms of this Privacy Policy or any revised policy, please exit the site immediately.