

# TERMS OF USE

## FOEDUS Cross-Border Organ Exchange Platform

**Effective Date:** 1.9.2025 **Last Updated:** 4.2.2026

### 1. ACCEPTANCE OF TERMS

By accessing or using the FOEDUS platform ("Platform"), you agree to be bound by these Terms of Use ("Terms") and all applicable laws and regulations. If you do not agree with any part of these terms, you may not use the Platform.

These Terms apply to all users of the FOEDUS platform, including healthcare professionals, transplant coordinators, and authorized personnel involved in cross-border organ exchange activities.

### 2. DESCRIPTION OF SERVICE

FOEDUS is a secure, web-based platform operated by FOEDUS z.s. (registered office: Ruska Street 85, 100 00 Prague 10, Czech Republic) that facilitates international organ exchange coordination among European countries. The Platform enables:

- Creation and management of organ offers and requests
- Secure communication between transplant organizations
- Document sharing and file management
- Statistical reporting and analytics
- Notification systems for time-sensitive offers
- Contact management for national transplant bodies

### 3. ELIGIBILITY AND REGISTRATION

#### 3.1 Authorized Users

The Platform is exclusively available to:

- Licensed medical professionals involved in organ transplantation
- Authorized personnel from national transplant organizations
- Transplant coordinators and related healthcare staff
- Other professionals explicitly authorized by FOEDUS

#### 3.2 Registration Requirements

To access the Platform, you must:

- Provide accurate and complete registration information
- Use a valid corporate email address from an authorized medical institution
- Maintain current professional credentials and authorization
- Comply with your local and national transplant regulations
- Accept the Privacy Policy and these Terms of Use

#### 3.3 Account Security

You are responsible for:

- Maintaining the confidentiality of your login credentials
- All activities that occur under your account
- Immediately notifying FOEDUS of any unauthorized access
- Using multi-factor authentication when available

## 4. PERMITTED USE

### 4.1 Professional Use Only

The Platform may only be used for:

- Legitimate organ transplantation coordination activities
- Cross-border organ exchange in accordance with applicable medical and legal standards
- Professional communication related to transplant activities
- Statistical analysis for medical and research purposes

### 4.2 Compliance Requirements

Users must:

- Comply with all applicable local, national, and international laws
- Follow medical ethics guidelines and professional standards
- Respect patient confidentiality and data protection requirements
- Use the Platform only within the scope of their professional duties

## 5. PROHIBITED ACTIVITIES

You may not:

- Use the Platform for any commercial organ trading or financial transactions
- Access or attempt to access accounts or data belonging to others
- Share login credentials with unauthorized personnel
- Upload malicious software or attempt to compromise Platform security
- Misuse patient data or violate medical confidentiality
- Use the Platform for any purpose other than legitimate organ exchange coordination
- Interfere with or disrupt the Platform's functionality
- Violate any applicable laws or regulations

## 6. CONTENT AND DATA

### 6.1 User Content

- You retain ownership of content you create on the Platform
- You grant FOEDUS a license to use your content for Platform operation
- You are responsible for the accuracy and legality of information you provide
- All medical data must be handled in accordance with applicable privacy laws

### 6.2 Platform Content

- FOEDUS retains ownership of Platform software, design, and proprietary content

- You may not reproduce, distribute, or create derivative works without permission
- Contact information and statistics may be used for Platform improvement and reporting

## 7. PRIVACY AND DATA PROTECTION

Your use of the Platform is governed by our Privacy Policy, which complies with:

- General Data Protection Regulation (GDPR)
- Czech Republic data protection laws
- Medical data confidentiality requirements

The Platform uses AWS cloud infrastructure with European data residency to ensure secure data processing and storage.

## 8. AVAILABILITY AND MODIFICATIONS

### 8.1 Platform Availability

- FOEDUS strives to maintain continuous Platform availability
- Scheduled maintenance will be communicated in advance when possible
- Emergency maintenance may occur without prior notice

### 8.2 Modifications

FOEDUS reserves the right to:

- Modify Platform features and functionality
- Update these Terms with reasonable notice
- Suspend or terminate accounts for Terms violations

## 9. LIMITATION OF LIABILITY

### 9.1 Medical Decisions

- The Platform is a coordination tool only
- All medical decisions remain the responsibility of qualified healthcare professionals
- FOEDUS does not provide medical advice or recommendations
- Users must verify all information independently

### 9.2 Technical Limitations

FOEDUS is not liable for:

- Technical failures or interruptions
- Data loss due to user error or system failures
- Consequences of user misuse or Terms violations
- Third-party service disruptions (including AWS services)

### 9.3 Limitation of Damages

To the maximum extent permitted by law, FOEDUS's total liability shall not exceed the fees paid for Platform access in the preceding 12 months.

## 10. INDEMNIFICATION

You agree to indemnify and hold harmless FOEDUS from claims arising from:

- Your use of the Platform
- Violations of these Terms
- Infringement of third-party rights
- Misuse of medical data or patient information

## 11. TERMINATION

### 11.1 Termination by User

You may terminate your account by:

- Using account deletion features in the Platform
- Contacting [info@foedus-eoeo.eu](mailto:info@foedus-eoeo.eu)

### 11.2 Termination by FOEDUS

FOEDUS may terminate or suspend access for:

- Violations of these Terms
- Inactivity for extended periods
- Loss of professional authorization
- Legal or regulatory requirements

### 11.3 Effect of Termination

Upon termination:

- Access to the Platform will be revoked
- Data retention will follow our Privacy Policy
- These Terms will continue to apply to past activities

## 12. TECHNICAL SUPPORT

Technical support is provided through:

- JIRA ticketing system: [jira.ders.cz](https://jira.ders.cz)
- Email support: [info@foedus-eoeo.eu](mailto:info@foedus-eoeo.eu)
- Documentation and training materials

## 13. GOVERNING LAW

These Terms are governed by the laws of the Czech Republic. Any disputes shall be resolved in the competent courts of Czech Republic.

## 14. INTERNATIONAL COMPLIANCE

Users must comply with:

- European Union medical device and data protection regulations
- National transplant laws in their jurisdiction
- International organ exchange agreements and protocols
- Professional medical ethics standards

## 15. CONTACT INFORMATION

**FOEDUS z.s.** Address: Ruska Street 85, 100 00 Prague 10, Czech Republic Email: [info@foedus-eoeo.eu](mailto:info@foedus-eoeo.eu)

**Data Protection Officer:** Martin Kostal, DERS s.r.o. Email: [kostal@ders.cz](mailto:kostal@ders.cz)

## 16. MISCELLANEOUS

### 16.1 Entire Agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between you and FOEDUS.

### 16.2 Severability

If any provision is found unenforceable, the remaining provisions will continue in full force.

### 16.3 Language

The English version of these Terms is authoritative. Translations are provided for convenience only.

### 16.4 Updates

We will notify users of material changes to these Terms through the Platform or email communication.

**By using the FOEDUS platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.**