	Terms and Conditions			
	Document type	Terms and Conditions	Pillar	WBRD
	Document reference	20190212-WMDA-Terms&Conditions	Approved by	ED
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Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using or obtaining any materials, information or services. Services operated by the World Marrow Donor Association (WMDA) includes the websites <http://www.wmda.info>, <http://share.wmda.info>, <http://education.wmda.info>, <http://search.wmda.info>, <https://questionnaire.wmda.info>, <http://www.worldmarrowdonorday.org/> and the WMDA Meeting mobile application, WMDA social media or any other features or WMDA platforms ("Services"). By signing, you agree to be bound by these terms and conditions. If you disagree any part of these Terms, you may not use any of our Services and your application cannot be accepted. In these Terms, "we", "us", "our" or "WMDA" refers to the World Marrow Donor Association and "you" or "your" refers to you as member (individual or entity) or user of any of our Services.

Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to members, users and others who access or use our Services.

I. WMDA MEMBERSHIP


WMDA has different categories of membership as defined in the WMDA Bylaws together with their description and rights in turns of voting.

I.1. Applying for WMDA Membership

- A) An applicant can register to become WMDA member through a self-initiated registration process found at <http://www.wmda.info>.
 - 1) As part of the registration process, WMDA will validate personal and organisational information provided by the applicant. By providing this information to WMDA, the applicant certifies that such information is true and correct.
 - 2) An applicant must provide payment information that enables WMDA to send invoices for its membership fee or any other Services fees.
 - 3) Members and users are required to keep their personal information provided to WMDA up-to-date in all respects and at all times. WMDA may validate such updated information as part of the registration process or to verify continued eligibility for membership of WMDA.
 - 4) WMDA will in no way be responsible or liable for any fines, damages, penalties, or any other costs or liabilities resulting from members failing to provide WMDA with up-to-date information.
- B) If membership or user criteria are met as determined at WMDA's sole discretion, and applicable fees, if any, have been paid, WMDA will confirm acceptance of the application. That said, an applicant does not automatically become a WMDA member or user if the applicant satisfies the criteria as stated in the WMDA Bylaws; approval is at WMDA's sole discretion.
- C) Unless the membership or user account is suspended or terminated for any reasons specified in these Terms and Conditions, a WMDA membership or user account is for an indefinite term; provided, however, that the applicable fees have been paid from time to time. This is not applicable when the applicant registered for a Service with a specified time frame.

I.2. Payment terms

- A) The WMDA member agrees to pay WMDA a membership fee, plus applicable taxes, payable in full upon receiving of the invoice of his or her membership or purchased Service. The fee is annually determined by the WMDA Board.
- B) Fees for all WMDA Services are available on the WMDA membership website ([WMDA Share](#)).

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- C) Unless otherwise specified, all fees are annually invoiced. Payment of invoices must be effected within 30 days of the invoice date without any deduction, suspension or set-off. If this term is exceeded, the WMDA member will be in default by operation of law and will owe late payment interest equal to the prevailing statutory interest. Moreover, if the payment term is exceeded, the WMDA member will be invoiced for any efforts in connection with debt collection at the rate agreed upon.
- D) Payments shall be made by bank transfer to the WMDA bank account, which details are provided to the member or user on the invoice. For payments by cheque additional costs will be charged.
- E) The member or user agrees to apply to the payments terms as provided on the invoice and outlined above.
- F) If the membership is cancelled during a financial year, the member shall still owe the annual fee in full, unless otherwise determined by the WMDA Board.

I.3. Suspension and Termination

- A) WMDA or the member or user may terminate the member’s membership or user account at any time. Notwithstanding any termination, the member or user will remain responsible for all charges, including account balances and registration fees.
- B) Membership or user account ends also upon member’s or user’s death or when the membership is related to an entity, by dissolution, merger, or suspension of business activities.
- C) Notice of termination by the member or user can be given at any time. The effective date shall be at the end of the current fiscal year. Notice is given in writing to the office of the WMDA subject to a notice period of four (4) weeks. If the membership or user account is not cancelled on time, it shall be continued until the end of the following financial year.
- D) Nevertheless, the membership or user account can be terminated by the member or user immediately:
 - 1) in cases where the member or user cannot reasonably be expected to continue its membership or user account;
 - 2) within one month of a member or user learning or being informed of a resolution whereby the rights of the member or user has been restricted or its obligations expanded, except where it concerns an alteration of their financial rights and obligations;
 - 3) within one month of a member or user being informed of a resolution to convert the WMDA into a different legal form or to enter into a merger.
- E) WMDA may immediately terminate a member’s membership or user account or suspend performance of the engagement if the member or user:
 - 1) does not pay charges at the time such charges are due;
 - 2) fails to meet WMDA requirements under these Terms and Conditions;
- F) The WMDA Board may suspend a member’s membership for a maximum period of 6 months if the member violates the rules, regulations or resolutions of the WMDA or who injures the WMDA in an unreasonable manner. A suspended member has no voting rights.
- G) If a membership or user account is suspended or terminated, WMDA is entitled to immediate payment of any fees and other amounts owing by the member or user to WMDA.

II. COOKIE AND PRIVACY STATEMENT

When providing the Services, WMDA processes personal data. WMDA handles the personal data carefully and processes it exclusively in accordance with the General Data Protection Regulation. WMDA has a cookie and privacy statement in which is explained how personal data is processed. Please consult this privacy statement on [WMDA’s website](#).

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III. SERVICE SPECIFIC TERMS

III.1. Websites

A) **Respect**

Every visitor should respect each other’s cultures, values, and language. Personal attacks or disparaging comments of any individual or entity will not be tolerated as well as vulgar language and discriminatory or offensive content.

B) **Privacy of Personal Information**

Visitors are not allowed to submit sensitive personally identifiable information related to donors, patients, or other individuals who may not be members or users of WMDA or its member registries.

C) **Information Security**

User credentials should be kept confidential and not be shared with others to protect information that is not publically available. This information may also not be transferred or copied without proper authorisation.

D) **Non-acceptable use and content**

Members and users have to agree to never use the WMDA websites in connection to any activity that is illegal under local, state, federal or international law. Members and users are not allowed to submit content:

- 1) that is obscene, defamatory, libellous, threatening, harassing, pornographic, racially or ethnically offensive.
- 2) that is likely to harm or corrupt WMDA websites or its data (including any virus, bot, worm, scripting exploit or other harmful code).
- 3) for promotion or advertisement of business or commercial products or services (including other websites).
- 4) that infringes any patent, trademark or copyright of any party unless you have the permission.


III.2. WMDA Education programs

A) **Entrance requirements**

Each individual WMDA educational program may have its own entrance requirements. An overview of the educational programmes can be found at the WMDA website.

B) **Examination**

- 1) Educational programs are divided into modules, which are finished with a test. Users have to complete the tests within a defined number of attempts with a minimum score of 80% unless otherwise defined. The program is finalized with a final exam, which has to be completed within a defined number of attempts with a minimum score of 75% at a certain period. This is only applicable for users that follow the entire educational program.
- 2) In case of failure to complete the final exam successfully, the exam can be retaken once at the next seating. This is included in the course fee. For each addition exam, the participant has to pay administration costs.
- 3) If a certain period is defined for completion of a module test, the following rules apply: If a user fails to complete the test in time, the user should notify the project coordinator with the reason of delay. Extended access will be allocated for free upon the first time the user is too late to complete the test. The WMDA is allowed to invoice administration costs upon the second and third time the user is too late to complete a test and notify the supervisor of the user. Hereafter, WMDA is allowed to exclude a user from the program. All invoices for administration costs needs to be fulfilled to participate into the final exam.

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C) Rewarding

Users who applied for the entire course will receive a certificate after successful completion of all tests and final exam. Users who applied for selected modules only, will receive an acknowledgment of participation at the end of the course year for those modules after successful completion of the tests.

III.3. Search & Match Service of WMDA

A) Search & Match Service

On behalf of the WMDA Organisational Members, WMDA creates and operates a searchable database of adult donors and cord blood units available for use in hematopoietic stem cell transplantation. The service is operated based on instructions of the WMDA Organisational Members.

B) Permitted use

Users of the Search & Match Service are granted permission to access content. In respect of the use of the Search & Match Service, the following applies:

- Use of the Search & Match Service is a part of your search strategy.
 - Any search should begin with attempts to locate a donor within the recipient's family. For instance, by HLA typing the parents or initiating an extended family search. This may include extended family research, for example in case of a frequent haplotype, consanguineous marriage etc.
- Formal search process always starts by registering the recipient.
 - Donors are added continuously to the global database.
 - This service can only present phenotypes of donors and cord blood units that have been submitted by the participating organisations.
 - (National) registries can assist you with the search.
- Support of an HLA expert.
 - The help of an HLA expert is a guarantee that you do not miss any synonyms or alternative antigens.
 - Conform the WMDA Guidelines: "3.1.5: The typing of the prospective donor and recipient must be repeated at the transplant centre at an early stage."

Whilst content may be accessed, downloaded and used, visitors must not reproduce any material from this website without permission.

C) Preliminary Search Requests

Users with access to the Search & Match Service can submit preliminary search requests for their patients through this website. The patient and diagnosis information submitted in a preliminary search request must be entered to initiate a search. The Search & Match Service is the secure, proprietary database used to facilitate all patient searches, track patient search histories and maintain the potential volunteer donors and cord blood units across the globe.


E) Virus Protection

The WMDA makes every effort to check and test material for viruses. However, it is recommended that you run an anti-virus program on all materials downloaded from the internet.

F) Technical requirements

We aim to extend the use of the Search & Match Service to as wide an audience as possible. However, in order to introduce more advanced features and improve the user experience, there are some technical requirements users must follow.


- JavaScript: Client scripting must be enabled.

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- Screen Resolution: Search & Match portal is best viewed in resolutions of 1280x1024 upwards.

IV. GENERAL TERMS

- A) **Governing law and jurisdiction** These Terms and Conditions and any dispute or claim relating to the Terms and Conditions or the Services are governed by and construed in accordance with the laws of the Netherlands. Any dispute arising out of, or related to these Terms and Conditions or the Services, whether contractual or arising from unlawful act, must be exclusively brought before the courts of The Hague in the Netherlands.
- B) **Conflicts** In the event of any conflict between these Terms and Conditions and any other document with respect to the Services of WMDA these Terms and Conditions shall govern except as otherwise set forth by the WMDA Board in writing.
- C) **Liability disclaimer** Care is taken to ensure that the Services and its content are accurate. Nevertheless, your use of the Services or its content are at your own risk. WMDA makes no representations or express or implied warranties regarding the Services or any information provided via the Services; expressly disclaims all legal liability and responsibility for the accuracy, completeness, currency, suitability, validity, or usefulness thereof; and is not and will not be liable for any statements, errors, or omissions in posted information, or for any losses, injuries, or damages that arise or are alleged to arise from the use of the Services or its content. Use of any information provided does not and is not intended to create a contractual or other relationship. All Services and information are provided on an as-is basis. All rights are reserved to remove any information posted via the Services. Medical information is not a substitute for the medical judgment or advice of licensed health care professionals. Treatment options or donation procedures should be determined by an individual and his or her treating physician based on the individual's overall health, age, disease, disease stage, and, if transplant is being considered as a treatment option, the availability of a suitably matched adult donor or umbilical cord blood unit. WMDA will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or its content. The WMDA is not responsible for the content or reliability of any linked websites. WMDA will not be liable in respect of the content or for the consequences of following any advice included on such sites. WMDA cannot guarantee that the links will work all of the time and has no control over the availability of the linked websites or change of website addresses.
- D) **Indemnification** You agree to defend, indemnify and hold harmless the WMDA from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms and Conditions or your use of the Services other than as expressly authorised in these Terms and Conditions or your use of any information obtained from the WMDA.
- E) **Intellectual property** All intellectual property rights (including but not limited to copyright, trademarks, database rights, design rights and know-how) that relate to the Services and the contents, features and functionality thereof (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are vested in WMDA. None of this content may be directly or indirectly published, reproduced, copied, stored, manipulated, modified, sold, transmitted, projected, redistributed in any medium, or used in any format without the explicit permission of the WMDA. In order to protect our property, members and users are not allowed to share their login credentials and it should be kept private.

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- F) **Amendment clause** WMDA is free to unilaterally change the membership Terms and Conditions without giving further notice to the individual member or user. Such changes will, unless otherwise stated, take immediate effect. WMDA will publish changes to the Terms and Conditions on its website. However, members or users are responsible for keeping themselves updated in relation to any changes to the Terms and Conditions.

Contact Us

If you have any questions about these Terms & Conditions, please contact the WMDA office by email mail@wmda.info.