

WEBSITE TERMS OF USE

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Terms of Use

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

Introduction

These Terms of Use are entered into by and between you and MEDIC, Inc., a Tennessee non-profit corporation operating under the name MEDIC Regional Blood Center (referred to in these Terms of Use as "MEDIC," "we," "us," or "our"). The following terms of use, together with any other documents expressly incorporated herein by reference (collectively, these "Terms of Use") govern your access to and use of this website, including any content, functionality, and services delivered through the domains medicblood.org and medicmembers.org (collectively, the "Site"). By using or accessing the Site, registering with the Site, and/or by clicking "I Agree" to accept or agree to these Terms of Use when this option is made available to you, you signify your agreement to these Terms of Use and MEDIC's Privacy Notice, which can be found [here](#) and is incorporated herein by reference.

Changes to These Terms of Use

We may modify these Terms of Use from time to time in our sole discretion. We will provide notice by, at a minimum, updating this posting. You are expected to carefully review these Terms of Use from time to time so you are aware of any changes. However, if we make material changes to these Terms of Use, we will notify you either through the email address you have provided us or by means of a prominent notice on the Site before the change becomes effective. Any changes to these Terms of Use will be in effect as of the "Last Updated" date referenced at the top of these Terms of Use. Your continued use of the Site constitutes your binding acceptance to these Terms of Use, including any changes or modifications that we may make. If any part of these Terms or any future changes to these Terms are not acceptable to you, you must not use or access the Site.

Eligibility

THE SITE IS OFFERED AND AVAILABLE TO USERS WHO ARE 18 YEARS OF AGE OR OLDER.

YOU MAY NOT USE, ACCESS, OR REQUEST SERVICES FROM THE SITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF USE, (B) ARE NOT AT LEAST 18 YEARS OF AGE, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SITE OR ANY OF THE SITE'S CONTENTS OR SERVICES BY APPLICABLE LAW.

BY USING THE SITE OR OBTAINING SERVICES FROM THE SITE, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS AND YOU AFFIRM THAT YOU ACCEPT AND ARE BOUND BY THESE TERMS. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE SITE.

Permitted Jurisdiction

THE SITE IS ONLY INTENDED FOR USERS LOCATED IN THE UNITED STATES, AND IS NOT INTENDED FOR USERS LOCATED IN OTHER JURISDICTIONS, INCLUDING THE EUROPEAN UNION AND THE EUROPEAN ECONOMIC AREA. BY USING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE USING THE SITE FROM WITHIN THE UNITED STATES.

MEDIC is based in the State of Tennessee in the United States of America, and the Site is intended solely for residents of the United States. We make no representations that the Site or any of its content is appropriate or available for use in all locations. Use of or access to the Site may not be legal by certain person or in certain countries. By using or accessing this Site, you do so at your own risk and are responsible for compliance with the laws and regulations of your own jurisdiction and any jurisdiction from which you access or use the Site.

By using or accessing the Site, you consent to the transmission of your personal information, including your name, address, phone number, email address, user id, password, and any other personal or non-personal information we may collect from you, to the United States, and you acknowledge and accept all liability and responsibility arising from the transmission of such information to the United States.

Intellectual Property

These Terms of Use permit you to use the Site exclusively for your personal, non-commercial use only. The Site and all information and content contained therein is protected by contract law and various intellectual property laws, including domestic and international copyright laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site, except that your computer or other device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials, and you may store files that are automatically cached by your browser for display enhancement purposes. Subject to the restrictions set forth in these Terms of Use, and except for content specifically and expressly made available for redistribution, you may print or download information from the Site only for your personal and other non-commercial use, and not for further reproduction, publication or distribution, provided you keep intact all copyright and other proprietary notices.

These Terms of Use do not grant you any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or other intellectual property right of MEDIC or the respective intellectual property owners. Modification of any content on the Site is explicitly prohibited. You are also prohibited from utilizing the Site in any way that would damage its content or visibility for other visitors. As between MEDIC and you, MEDIC has and retains exclusive and valid ownership of the Site, the names and marks thereof, and all intellectual property, proprietary rights and documentation therein, and you acknowledges that the foregoing constitute valuable assets and may constitute trade secrets of MEDIC. MEDIC, and its associated logos, and all page headers, custom graphics, and other icons are service marks, trademarks, registered service marks, or registered trademarks of MEDIC. All other product names and company logos mentioned on the Site or in the information or content contained therein are trademarks of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Site without the prior written authorization of MEDIC or the respective owners of such information or intellectual property. You agree that you will not remove, alter, or obscure any copyright, legal

or proprietary notices in or on any portions of the Site or the information and content contained therein.

MEDIC accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. Pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), MEDIC reserves the right to terminate your use of the Site or the information and content contained therein if it determines in its sole and absolute discretion that you are involved in infringing activity, regardless of whether such alleged infringement is a first-time or repeat occurrence and/or whether the material or activity is ultimately determined to be infringing.

Prohibited Uses

You agree to use the Site only for lawful purposes and in accordance with these Terms of Use. Specifically you agree:

- not to use the Site in any way that violates federal, state, local or international law or regulation, or generally accepted practices or guidelines in relevant jurisdictions (including any laws or regulations regarding the export of data or software to and from the United States or other relevant countries);
- that you will not use the Site to transmit or send unsolicited commercial communications;
- not to access (or attempt to access) the Site by any means other than through the interface that is provided by MEDIC;
- that you will not attempt to gain unauthorized access to, interfere with, damage, disrupt or circumvent any of the security features of any part of the Site (or the servers, networks, and databases which are connected to the Site);
- not to access (or attempt to access) the Site through any automated means (including use of scripts or web crawlers);
- not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Site without MEDIC's express written consent;
- not to introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs or other material which is malicious or technologically harmful to the Site (or the servers, networks, and databases which are connected to the Site);
- not to use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- that you will not edit or otherwise modify any content on the Site that is not owned by you or another person or entity for whom you act as their agent;
- that you will not engage in any activity that interferes with or disrupts the Site (or the servers, networks, and databases which are connected to the Site);

- that you will not impersonate or attempt to impersonate MEDIC, a MEDIC employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- that you will not reproduce, redistribute, republish, duplicate, copy, display, sell, rent, sublicense, trade or resell any content or other aspect of the Site for any commercial purpose (except for content specifically and expressly made available for redistribution); and
- that you are solely responsible for (and that MEDIC has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which you may suffer) of any such breach.

User Contributions

The Site may contain forms, message boards, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Site. All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that: (i) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and (ii) all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not MEDIC, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to you or any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Site.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for MEDIC.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS MEDIC AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Notice.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please send a notice of copyright infringement to the Contact Information provided at the end of this document. It is the policy of MEDIC to terminate the user accounts of repeat infringers.

Informational Content

The information presented on or through the Site is made available solely for informational purposes. MEDIC uses reasonable efforts to update the information on the Site. However, the contents of the Site are subject to change without notice. MEDIC makes no representations or warranties as to the accuracy, reliability, completeness, or usefulness of any information on the Site. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

The Site may include content provided by third parties. All statements and/or opinions expressed in these materials, and all content other than the content provided by MEDIC, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of MEDIC. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Please contact us at the “Contact Information” provided at the end of this document if you have questions about the information presented on the Site.

No Medical Advice

The Site’s content is not intended to diagnose any condition, to prescribe any course of treatment, or to be a substitute for professional medical advice, diagnosis, or treatment. Access to or use of the Site, or communication within, from, or to the Site, does not create a doctor-patient relationship.

You should always seek the advice of your physician or other qualified health care provider if you have any questions regarding your results or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site.

If you think you may have a medical emergency, call 911 immediately or seek appropriate professional medical treatment.

Third Party Sites and Content

This Site may contain links to other Internet sites that our business partners and other third parties own or operate. Your use of each of those sites is subject to the terms and conditions, if any, that each of those sites have posted. We have no control over third party sites and we are not responsible for any changes to or content on them. Our inclusion of any content is not an endorsement of that material or link or the companies that own or operate the material or linked sites.

SMS/MMS Text Alerts

If you provide us with a mobile phone number when you use the Site, register for an account with the Site, or obtain services from us, you expressly consent and agree to receive communications from us via Short Message Service or other text message format (“Text Alerts”) to your mobile device and to the designated mobile phone number that you provide to us. By providing a mobile

phone number to us, you certify that you are authorized (a) to designate the mobile phone number to receive Text Alerts from us, and (b) to incur any mobile message or data charges that may be incurred by receiving Text Alerts from us. The information contained in any Text Alert is subject to the terms and conditions in these Terms of Use and may be subject to certain time lags and/or delays.

The number and frequency of Text Alerts sent to your mobile device depends on a number of factors, but we generally only send Text Alerts to provide you with promotional information, critical blood needs and information regarding future blood drives.

If you wish to stop receiving Text Alerts from us, please follow the instructions contained in the Text Alert or contact us using the "Contact Information" details at the end of these Terms of Use.

Message, voice, and data rates may apply. By participating in the Text Alerts service, you approve any such charges from your mobile carrier. Check your carrier's plan for details. You acknowledge and agree that you are solely responsible and liable for obtaining, maintaining, and paying all charges related to your mobile device(s). MEDIC is not responsible for incomplete, lost, late, or misdirected messages, including, but not limited to, undelivered messages as a result of filtering by your mobile carrier, service provider, or otherwise.

You acknowledge and agree that Text Alerts may be provided by a third-party service provider and through automatic telephone dialing technology, an artificial voice, or a pre-recorded voice. By providing us with a mobile phone number, you expressly consent to receive Text Alerts from such third-party service providers and through automatic dialing technology, artificial voice, and pre-recorded voice. MEDIC reserves the right, in its sole discretion, to cancel or suspend any or all of the Text Alerts, in whole or in part, for any reason, with or without notice to you.

Linking to the Site and Social Media Features

You may link to the Site's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site;
- Send e-mails or other communications with certain content, or links to certain content, on this Site; and
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you;
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site;
- Link to any part of the Site other than the homepage; or

- Otherwise take any action with respect to the materials on the Site that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Risk Allocation

No Warranties

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY ADVICE OR SERVICES OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MEDIC NOR ANY PERSON ASSOCIATED WITH MEDIC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE.

WE DISCLAIM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF INFORMATION OR CONTENT. WE DISCLAIM ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR CONTENT FROM THE SITE. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

WITHOUT LIMITING THE FOREGOING, NEITHER MEDIC NOR ANYONE ASSOCIATED WITH MEDIC REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY ADVICE OR SERVICES OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY ADVICE OR SERVICES OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

IN NO EVENT WILL MEDIC, ITS PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR

USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO THE SITE, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY/WRONGFUL DEATH, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE OR IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Modifications, Interruption of Service and Account Security

MEDIC reserves the right to modify or discontinue this Site with or without notice to the user. MEDIC shall not be liable to you or any third party should MEDIC exercise its right to modify or discontinue the Site. We do not guarantee continuous, uninterrupted or secure access to our Site. The operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control or through acts of God.

Access to certain portions of the Site or some of the resources it offers may require a user name and password. Only registered users may access password-protected pages. You may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with the Site or otherwise is governed by our [Privacy Notice](#), and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion you have violated any provision of these Terms of Use.

Information About You and Your Visits to the Site

All information we collect on the Site is subject to our Privacy Notice. By accessing or using the Site, you consent to all actions we take with respect to your information consistent with our Privacy Notice.

Indemnification

You agree to defend, indemnify, and hold harmless MEDIC and its successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, any use of the Site's content or services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

General

Governing Law

These Terms of Use and all matters arising from them are governed by and construed in accordance with the laws of the State of Tennessee, exclusive of its choice of law rules, whose courts shall have exclusive jurisdiction over all disputes arising in connection with the Terms of Use and the place of performance of these Terms of Use is agreed by you to be the State of Tennessee. Nothing in these Terms of Use limits either party's ability to seek equitable relief. MEDIC shall be entitled to reasonable attorneys' fees and costs in connection with enforcing any provision of these Terms of Use.

No Waivers

No waiver by MEDIC of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition, and any failure by MEDIC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms of Use without our prior written consent. Any purported assignment or delegation in violation of this prohibition on assignment is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Use.

Notices

We may provide any notice to you under these Terms of Use by: (i) sending a message to the e-mail address you provide, or (ii) by posting to the Site. Notices sent by e-mail will be effective when we send the e-mail, and notices we provide by posting will be effective upon posting.

To give us notice under these Terms of Use, you must contact us as follows: (i) by sending a message to the "Contact Us" information provided at the end of this document; or (ii) by personal delivery, overnight courier, or registered or certified mail to MEDIC at the "Contact Us" information provided at the end of this document. We may update the e-mail address or mailing address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by e-mail or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

Entire Agreement

These Terms of Use, together with any documents expressly referred to in them, including MEDIC's Privacy Notice, constitute the entire agreement between you and us with respect to the Site, and supersedes all previous written or oral agreements.

Reformation

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms of Use shall continue in effect.

Limitations on Exclusions Not Applicable

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, our liability and that of our third-party content providers and their respective agents shall be limited to the greatest extent permitted by law.

Contact Information

All feedback, comments, requests for technical support and other communications relating to the Site should be directed to:

MEDIC Regional Blood Center
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Email: contact@medicblood.org
Telephone: (865) 524-3074