

<https://ThanktheDonor.org>

**Privacy Policy and Terms and Conditions of Use Agreement**

**GENERAL**

This Privacy Policy and Terms and Conditions of Use Agreement (also, the “Agreement”) is designed to assist the User (also, “You”) to understand how ThankTheDonor.org (also, “THANK-THE-DONOR” or “We”), collects, uses and safeguards the information, images, data, and content We obtain from You or that You may knowingly or unknowingly provide when visiting the website [www.thankthedonor.org](http://www.thankthedonor.org) (also, the “Site”). This Agreement is intended to allow You to make informed decisions about using the Site.

By using the Site, the User consents to our collection and use of the information as described in this Agreement. If You do not agree to all of the terms of this Agreement, You should proceed no further on and make no submissions via this Site. This Agreement may change from time to time. Your continued use of this Site after We make changes is deemed to be acceptance of those changes, so please check this Agreement periodically for updates.

Unless We state otherwise, this Agreement also governs THANK-THE-DONOR’s use of information, images, data, or other content You provide to Us when You call, write, or communicate in any manner other than through the Site. This Agreement does not apply to information collected by Us offline or information collected by any third party, including through any application or content (including advertising) that may link to or be accessible from (or on) the Site.

**INTRODUCTION TO THE SITE**

THANK-THE-DONOR is pleased to offer You an opportunity to use the Site. We give Users the ability to create a personal message intended to be sent to the individual (also, the “Donor”) who gave the blood product that is linked to the barcode You scanned into Your message. In order for a message to be successfully submitted, We require the recipient’s first name, last name, email address, a scan of the unique, barcoded Donation Identification Number (also, the “DIN”), and a personal message. We also offer an option to submit a digital photograph. When utilizing location enabled devices to send a message through the site, You also allow Us to gather latitude and longitude geo-location coordinates to help identify the specific hospital, clinic, or other place where the transfusion happened (also, the “Hospital”).

Any message submitted will reflexively be sent to the Donor, if technically feasible, by electronic and/or postal delivery. Success in reaching the Donor with this communication cannot be guaranteed and no representation of such a warranty is expressed or implied. By sending Your message via the Site, You give unrestricted permission and all copyrights to Us and the notified Donor to forward, publish, store, manipulate, or otherwise adapt any and all of the information, images, data, and content for private or public expression. Likewise, unless You specifically opt out at the time You send a message, You automatically authorize THANK-THE DONOR to relay Your message with no limitations on use of the information, images, data and content to the collecting Blood Center, transfusing Hospital and any of their staff, volunteers, vendors, or other constituencies and audiences, specifically to include followers on social media platforms.

After submitting Your messages, You will be queried by the Site as to whether or not You are interested in volunteering, giving blood, sponsoring a blood drive, becoming an advocate, and/or donating money. This set of further engagement possibilities may be changed at any time. You can opt into none, one, or multiple of these offerings. Based on Your responses, the Blood Center or any of its affiliates may contact You to participate in projects related to Your expressed interest. You will have the chance to ask for additional information on these opportunities or to decline any and all such offers for further engagement.

## **TYPES OF INFORMATION COLLECTED & HOW IT IS SHARED**

### *Analytics*

Usage of the Site may be tracked through third party analytics service providers, such as Google Analytics. These third party services track anonymous usage data for the Site, which We may use to monitor and improve the Site and our services.

### *Aggregate Information and Cookies*

Our web server may automatically collect information about Your computer or device and internet connection, including Your IP address, operating system and browser type, but not the email address, of all visitors to the Site. We also track the pages within the Site that You view, the date and time You view those pages, and the IP address of the web site You used to link directly to the Site. Such information is aggregated with tracking data from Site visitors. We use this aggregate information to help Us evaluate visitor traffic patterns and improve the Site. This information generally does not contain personally identifiable information, and this information generally is not linked to any personally identifiable information that You may provide Us during your visit to the Site.

We may track Your visit to the Site by giving You an “HTML cookie” when you enter. Cookies are pieces of information that websites transfer to Your computer's hard drive for record-keeping purposes. We may otherwise use cookies to make visiting the Site easier. Cookies allow Us to save preferences for You so that You won't have to re-enter them the next time You visit. Cookies also help Us to collect anonymous click-stream data for tracking User trends and patterns. The use of cookies is now an industry standard and You will find them used on most major websites. Most browsers are initially set up to accept cookies. If You prefer, You can reset Your browser either to notify You when You have received a cookie or to refuse to accept cookies. You should understand that areas of certain sites may not function properly if You set Your browser not to accept cookies.

### *Personally Identifiable Information from your Successful Message*

In order to process a message on the Site, THANK-THE-DONOR will collect personally identifiable information from Users, such as name and email address. We may also collect information regarding the specific message sent by Users, such as the message, images, “DIN”, and dates and times specific content was successfully submitted through the Site. Once Your message is successfully routed, We may elect to purge this information.

When You submit multiple successful messages, You may be asked if You would like to share more information that describes Your interests, demographics, personal profile, etc. THANK-THE-DONOR may retain this information to assist Blood Centers, Hospitals, or other affiliated parties to engage you in additional opportunities.

By providing Your information to the Site, You grant Us permission to contact You, as described below. We may also use the information You provide to Us to contact You regarding other services, Your use of the Site and/or Our services, and/or Site messaging information. You may not opt out of such communications. Your information is also used in several other ways, now or in the future, to gain a better understanding of the Users and their usage patterns, to administer and troubleshoot the Site, to create internal and external

reports, to communicate changes and improvements to the Site, to improve and analyze the Site, and to ensure compliance with the Agreement.

THANK-THE-DONOR will not intentionally sell, rent, share or otherwise disclose any information provided by You or obtained through Your use of the Site to any third party for the purpose of marketing their products or services to You. We may disclose Your information to companies that provide support services to Us, such as printers or mailing houses that help Us market the Site, or web hosts or designers who help Us create and maintain the Site. We may disclose Your information to any of our affiliated entities, including owners, subsidiaries, successors, legal assigns, and franchisees or in connection with, or during negotiations of, any merger, sale of company assets, bankruptcy or reorganization, financing or acquisition of all or a portion of Our business to another company. We also reserve the right to disclose Your information: (a) in response to requests from local, state or federal law enforcement officials; (b) in response to any judicial, administrative, or similar proceeding such as a subpoena; (c) when required by law; or (d) in special circumstances such as in response to a physical threat or perceived physical threat to any individual; or (e) to enforce the terms of use of the Site.

#### *Information from Your Optional Profile*

If You send a successful message and opt to volunteer for additional engagements, THANK-THE-DONOR may use certain, information from Your profile to share in aggregate with its affiliates, as described below. This information is non-personally identified information, which means that personal identifiers are not present, as explained below.

THANK-THE-DONOR may provide this information in aggregated fashion to inform its affiliates of general characteristics of individuals who have signed up with the Site. However, THANK-THE-DONOR will not intentionally disclose any information about You to an affiliate (or any other person or entity).

#### *Public Disclosure &Links*

Please keep in mind that if You disclose personally identifiable information in a public manner, whether through collaborative postings, message boards or other public on-line forums, this information may be collected and used by others. We do not monitor or collect information You disclose inside online public forums nor do We accept any liability associated with Your voluntary disclosure of same.

Please also keep in mind that the Site may contain links to other websites or volunteering programs. You are responsible for reviewing the privacy statements and policies of those other websites You choose to link to or from the Site, so that You can understand how those websites collect, use and store Your information. We are not responsible for the privacy statements, policies or content of other websites, including websites You link to or from the Site. Websites containing co-branding (referencing Our name and a third party's name) contain personal content delivered only by the third party and not Us.

#### **USE OF THANK-THE-DONOR**

By Your request to participate via the submitted message(s) through the Site, You understand and agree to the following:

- The Site is intended as a secure, online means for You to create a personalized message to the donor of the blood or blood product and, optionally, to any of the collecting Blood Center and or transfusing Hospital.

- You must use the Site only as permitted and not attempt to harm or circumvent any of its security features or use the Site for any purpose other than as described in the Agreement.
- Your contact information must include a current, valid email address so that THANK-THE-DONOR may, at its sole discretion, confirm the legitimacy of Your submission and allow contact by any affiliates who are authorized by You to request Your participation in additional activities. THANK-THE-DONOR, itself, will not contact You in any other manner.
- THANK-THE-DONOR cannot and does not guarantee that one or more of its affiliates, when so authorized by You, will contact You regarding your participation in additional activities, not otherwise specified by Us. By completing Your profile of interests when prompted by the Site, there is no promise or guarantee extended by any party that You will, in fact, be contacted by an affiliate or that You will ultimately qualify or be asked to participate in any engagement project.

## **PRIVACY AND SECURITY**

- The Health Information Portability and Accountability Act (“HIPAA”) does not apply to THANK-THE-DONOR’s access, retention, use or disclosure of Your voluntarily supplied personal health-related information for the purposes and designed activities of the Site. Therefore, THANK-THE-DONOR is not required to comply with the specific privacy and security standards of HIPAA.
- However, the Site is protected using privacy and security measures that are consistent with industry standards for websites containing information. While the privacy and security measures will reasonably protect Your information and use of the Site, there is always a risk that an unauthorized third party will find a way to breach Our security system or intercept the information that You transmit to Us. Any transmission of information is entirely at Your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Site.
- We have implemented industry standard encryption and security solutions to protect Our servers against intrusion. Access to Our servers and Users’ information by THANK-THE-DONOR employees is limited to a need-to-know basis. Sensitive information that You enter through the Site is transmitted through the internet using a secure technology that works with Your browser to encrypt Your order information before transmitting it to Our processing facility.
- Thus, the transmission of information via the internet is not completely secure. Although the protection of Your information is a top priority for Us and controls have been put in place to protect Your information, We cannot guarantee the security of Your information transmitted to the Site. If You are concerned about these risks, You should not set up a message or a profile with the Site.

## **CHOICE/OPT-OUT**

The presence of our Tag/Label on a blood product does not in any way indicate required participation.

Users who no longer wish to receive promotional email notifications may always opt-out of receiving these notifications by clicking the unsubscribe link at the bottom of any promotional email sent, by contacting Us at the contact information found at [www.thankthedonor.org](http://www.thankthedonor.org) or by emailing Us at [info@thankthedonor.org](mailto:info@thankthedonor.org).

## **LINKS TO OTHER SITES**

We may include links to the websites of affiliates, our business partners, vendors, social media websites, advertisers, and others. The inclusion of any link does not imply Our endorsement of any other company, its websites, or its products and/or services. These linked websites have separate and independent privacy policies, which We encourage You to read carefully. We have no control over such websites and therefore have no responsibility or liability for the content on such sites or the manner in which the organizations that operate such linked websites may collect, use, disclose or otherwise treat Your information. If You decide to access any of the third party websites linked to the Site, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites. The Agreement only applies to the THANK-THE-DONOR Site and information collected on the Site.

## **LINKING TO OUR SITE**

Anyone linking to the Site must comply with all applicable laws and should not: (i) misrepresent his relationship with THANK-THE-DONOR or the Site; (ii) present false or misleading information about THANK-THE-DONOR or the Site; or (iii) submit content that is reasonably considered profane, defamatory, vulgar, offensive, obscene or unlawful.

## **CALIFORNIA PRIVACY RIGHTS**

California Civil Code Section § 1798.83 permits users of the Site that are California residents to request certain information regarding Our disclosure of information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to [support@thankthedonor.org](mailto:support@thankthedonor.org).

## **MODIFICATION**

We may modify the Agreement at any time and may indicate when changes have been made by revising the date at the top of the Agreement. If We make material changes to how We treat our Users' information, We may notify You by e-mail to the email address You provide to Us or through a notice on the home page of the Site. The date on which the Agreement was last revised is identified at the top of the page. You are responsible for ensuring We have an up-to-date, active, and deliverable e-mail address for You, and for periodically visiting the Site and the Agreement to check for any changes. Your continued usage of the Site following the posting of such changes shall mean You accept and consent to those changes. You can print the present version of the Agreement that You have reviewed and compare it to the version in effect when You use our Site in the future to determine what, if any, changes have been made.

## **MINORS & THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT**

We do not collect or maintain information from anyone known to be under the age of 18, and no part of the Site is designed to attract anyone under the age of 18. If you are under 18, You may only use the Site under the supervision of a parent or guardian. If We discover or are otherwise notified that We have received any such information from a minor in violation of this policy, We will delete that information.

The Children's Online Privacy Protection Act (COPPA) protects the online privacy and information of children less than 13 years of age. No one under the age of 13 may provide any personally identifiable information to the Site. THANK-THE-DONOR does not intentionally collect any personally identifiable information from children under 13. If We learn We have collected or received information from a child under 13 without verification of parental consent, We will delete that information. If You believe We might have any information from or about a child under age 13, please contact Us at the address, email, or phone number listed above.

## **COMMENTS, QUESTIONS, COMPLAINTS, AND UNSOLICITED IDEAS**

If You have any questions, comments or concerns about our Agreement, please contact Us at the contact information referenced above.

THANK-THE-DONOR welcomes Your feedback and comments regarding the Site and its existing products and marketing practices; however, please note that THANK-THE-DONOR does not accept or consider unsolicited ideas in any form. If despite our request that You not send Us any unsolicited ideas, You still submit them, then You agree that: (1) Your idea will immediately upon submission become the sole and exclusive property of THANK-THE-DONOR without any compensation to You; (2) there is no obligation for THANK-THE-DONOR to review the submission; (3) THANK-THE-DONOR will consider the submission to be non-confidential and non-proprietary and there is no obligation for THANK-THE-DONOR to keep any submission confidential; and (4) THANK-THE-DONOR shall be entitled to unrestricted use of the submission for any purpose and in any way. If You do not agree to these terms, please do not submit an unsolicited idea to Us.

## **SITE CONTENT**

The Site includes data and information regarding the Site and THANK-THE-DONOR's affiliates. While THANK-THE-DONOR strives to provide accurate information, THANK-THE-DONOR in no way represents or warrants that the information, data, and content found on the Site is accurate, up-to-date, complete, or error-free. The Site may also provide opinions on related topics. Unless expressly stated otherwise, any such opinions are of third-parties and not THANK-THE-DONOR.

## **INTELLECTUAL PROPERTY**

We own the Site and all intellectual property related to the Site and all such content, organization, trademarks, logos, graphics, design, compilation and other matters are protected under applicable copyright, trademark, or other proprietary and intellectual property laws and/or rights. Subject to Your compliance with this Agreement, We grant You a personal, non-exclusive, non-transferable, revocable permission to use the Site in a manner allowed under the Agreement (the "License"). No right, title or interest in or to the Site or any content on the Site is transferred to you other than the License, and We reserve any and all rights in and to the Site not expressly granted to you.

You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any of the content included in the Site, in whole or in part. Your License does not grant You the right to re-use content or materials from the Site. In the event You are expressly permitted any copying, redistribution, or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made. You acknowledge that You do not acquire any ownership rights by downloading copyrighted material.

## **DIGITAL MILLENNIUM COPYRIGHT ACT**

If You believe that any content appearing on the Site has been copied in a way that constitutes copyright infringement, please email the following information to the address below:

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that You claim has been infringed;
- The exact URL or a description of where the alleged infringing material is located;
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Contact: [support@thankthedonor.org](mailto:support@thankthedonor.org)

Please note that while THANK-THE-DONOR seeks to preserve any and all exemptions from liability that may be available under applicable law, this is not a stipulation that THANK-THE-DONOR is subject to the United States Digital Millennium Copyright Act, or similar laws of other jurisdictions, or that THANK-THE-DONOR is a "service provider" as defined by such acts or elsewhere in the law.

## **INDEMNITY**

You agree to defend, indemnify, and hold THANK-THE-DONOR together with its owners, stockholders, lienholders, affiliates, officers, directors, employees, volunteers, agents, contractors, licensors, and suppliers, harmless from and against any claims, actions or demands, damages, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from Your violation of this Agreement.

## **LIMITATIONS**

By using the Site, You agree that We are not responsible or liable to You for (i) any disclosure of information made by You to a third party through Your use of the Site; (ii) any disclosure of Your information obtained illegally from Us; or (iii) any accidental disclosure of Your information made by Us.

## **DISCLAIMER & LIMITATION OF LIABILITY**

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. THANK-THE-DONOR, TOGETHER WITH ITS OWNERS, STOCKHOLDERS, LEINHOLDERS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, AGENTS, OFFICERS OR DIRECTORS (THE "RELEASED PARTIES"), SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

THE RELEASED PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT: (i) THE SITE WILL MEET YOUR REQUIREMENTS; (ii) PROVISION OF THE SITE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE; (iii) RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE USE OF THE SITE WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE SITE WILL BE CORRECTED. THE RELEASED PARTIES DO NOT GUARANTEE THE RELIABILITY, ACCURACY, COMPLETENESS, SAFETY, TIMELINESS, LEGALITY, USEFULNESS, ADEQUACY OR SUITABILITY OF ANY OF THE INFORMATION OR CONTENT ON THE SITE. ACCORDINGLY, YOU AGREE TO EXERCISE CAUTION, DISCRETION AND COMMON SENSE WHEN USING THE SITE. THE ENTIRE RISK FOR USE OF THE SITE AND/OR SERVICES IS BORNE BY YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO ACCESS THE SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK DISRUPTIONS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF THE POSTINGS OR ANY MATERIAL LINKED THROUGH THE SITE. YOUR SOLE REMEDY WITH RESPECT TO ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE IS TO CEASE USING THE SITE.

Some jurisdictions do not allow the disclaimer of implied warranties and/or limitations of liability, so a portion of the foregoing may not apply to You. In such a case, any such prohibitions against disclaimers or limitations of liability is limited herein to the minimum extent permissible under applicable law.

#### **PERSONAL USE ONLY**

The services and the content of the Site are provided solely for Your personal use. Replication, distribution, or use of the Site that is inconsistent with the terms and conditions described herein is strictly prohibited.

#### **CHOICE OF LAW AND VENUE; CLASS ACTION WAIVER**

This Agreement is governed by the laws of the State of Oklahoma without regard to any conflict of laws principle. For any dispute regarding the Agreement or the Site, You agree to submit to the personal and exclusive jurisdiction and venue of the federal and state courts located in Oklahoma City, Oklahoma. Any proceedings to resolve or litigate any dispute regarding the Agreement or the Site will be conducted solely on an individual basis. You agree that you will not seek to have any dispute heard as a class action, or in any other proceeding in which a party acts or proposes to act in a representative capacity and We agree to the same.

#### **WAIVER & SEVERABILITY**

If any provision in the Agreement should be held illegal or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or be severed from the Agreement if no such modification is possible, and the other provisions of the Agreement



shall remain in full force and effect. The controlling language of the Agreement is English. If You have received a translation into another language, it has been provided for Your convenience only. The non-enforcement of any provision of the Agreement shall not be construed to constitute a waiver of any breach of the Agreement.

### **ADHERENCE TO LAW**

You agree to comply with any and all applicable laws, codes, or regulations governing Your use of the Site. If You are located outside the U.S., then You are responsible for complying with any local laws in Your jurisdiction that might impact Your right to use the Site, and You represent that You have complied with any regulations or registration procedures required by applicable law to make the Agreement enforceable.

### **TERMINATION OF USER ACCOUNT AND/OR ACCESS TO SITE**

The Site does not require any authentication or online secure profile for You to create and maintain any username and passwords, therefore there is no account to terminate.

### **ENTIRE AGREEMENT**

The foregoing Agreement constitutes the entire agreement between You and THANK-THE-DONOR and governs Your use of the Site, superseding any prior agreements regarding the same. The headings to the sections of the Agreement are used for convenience only and have no substantive meaning or impact on the interpretation of the Agreement.

### **YOUR COMMENTS AND CONCERNS**

All feedback, comments, requests for technical support and other communications relating to the Site should be directed to [support@thankthedonor.org](mailto:support@thankthedonor.org).

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**Thank you for visiting us at [https:// ThankTheDonor.org](https://ThankTheDonor.org)**