

## TERMS AND CONDITIONS

These terms and conditions govern the use of **www.texomablood.org**. This Site is owned and operated by Texoma Regional Blood Center. This Site is a non-profit blood bank website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **1. Intellectual Property**

All content published and made available on our Site is the property of Texoma Regional Blood Center and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **2. Limitation of Liability**

Texoma Regional Blood Center and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

**3. Fees- Message and Data Rates May Apply:** your wireless carrier's standard messaging rates apply to your entry or submission message, our confirmation and all subsequent SMS correspondence.

Texoma Regional Blood Center does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

Supported carriers include, but are not limited to, Verizon Wireless, AT&T, T-Mobile, Metro PCS, Sprint, Boost, Virgin Mobile USA, and U.S. Cellular.

**4. Subscribing, opt-in and opting-out** .By subscribing to text alerts you consent to receive up to 5 message per day, including text messages from us which may include important updates. You can unsubscribe at any time from alerts by replying with STOP to any text message received. Message frequency may vary depending on the category of messages you opt into.

**5.** You represent that you are the owner, or authorized user of the wireless device you use to subscribe to the service, and that you are authorized to approve the applicable charges.

**6.** Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the service. Your wireless carrier and other service providers may also collect data from you SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all time to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete and true information.

**7.** The service as well as the content and materials received through the service are proprietary to us and our licensor's, and are for your personal, non commercial use only. You shall not damage, impair, interfere with or disrupt the service or its functionality.

**Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Texoma Regional Blood Center and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

**Applicable Law**

These Terms and Conditions are governed by the laws of the State of Texas.

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

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