

Terms of Use

Last Modified: October 1, 2023

Acceptance of the Terms of Use

These Terms of Use are entered into by Oklahoma Blood Institute, including its affiliates and subsidiaries (collectively, “Oklahoma Blood Institute”, “we” or “us”) and the user (“you” or “user”) of the Donable® mobile application and any related websites (collectively, “Platform”), whether you are using the Platform to schedule a blood product donation (each, a “Donor”) or to recruit such Donors (each, a “Recruiter”).

You may review this Privacy Policy, the Terms of Service, and Agent Agreement at any time at [Privacy Policy](#), [Terms of Service](#), and [Agent Agreement](#) . Please familiarize yourself with our privacy practices and contact us at support@donableapp.com if you have any questions.

The following terms and conditions (the “Terms”) is a binding agreement between you and Donable® and govern your access to and use of the Platform. Please read them carefully before you use the Platform. If the user is an entity, the individual person who accepts these Terms represents and warrants that he or she is entitled to enter into and bind the user entity to these Terms as an authorized representative of the entity-user. **By using the Platform you accept and agree to be bound and abide by these Terms of Use.**

Changes to the Terms of Use and Platform

We may revise and update these Terms from time to time in our sole discretion. All changes are effective within thirty (30) days of when we post them, and apply to all access and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. We reserve the right to withdraw or amend the Platform, including any service or material we provide on or through the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable or inaccessible at any time or for any period.

Trademarks

Our name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Donable® or its affiliates or licensors. All other names, logos, product and service names, designs and slogans on the Platform are the trademarks of their respective owners. You must not use such marks without the prior written permission of Donable®.

Ownership and Prohibited Uses

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Donable®, its licensors or other

providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms permit you to use the Platform for approved use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on or offered through the Platform, except that your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials or to the extent you store files that are automatically cached by your Web browser for display enhancement purposes.

In no event may you use any part of the Platform (including any information or materials available through the Platform) for any competing commercial purposes, commercial purposes not pre-approved by Donable®, or in a manner that is likely to give the impression that information or content of yours emanates from or is endorsed by Donable® if this is not the case.

No right, title or interest in or to the Platform or any content on or offered through the Platform is transferred to you, and all rights not expressly granted are reserved by Donable®. To the extent you provide or contribute to any modification of the Platform or provide any suggestion or feedback (whether or not solicited) concerning the Platform, you agree and hereby convey to Donable® all right, title and interest in the same and agree that Donable® may or may not use the same in its sole discretion.

Any use of the Platform not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws. You may use the Platform only for lawful purposes and in accordance with these Terms. You agree not to: (i) use the Platform in any way that violates applicable law or the rights of any third party; (ii) use any robot, spider or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform; (iii) use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent; (iv) use any device, software or routine that interferes with the proper working of the Platform, introduce any malicious code or otherwise attempt to interfere with the proper working of the Platform; or (v) reverse-engineer or copy any aspect of the Platform to offer a competitive service or product, whether directly or indirectly yourself or with others..

No Reliance on Information Posted

We may update the content on or offered through the Platform from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material. The information presented on or through the Platform, including technical information and pricing, is made available solely for general information purposes, should not be relied upon and is subject to change. For product and service information specific to your particular needs, contact your customer service representative directly and do not rely on the Platform.

Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

You are responsible for reviewing the privacy statements and policies of those other websites you choose to link to or from the Platform, 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 or apps, including websites you link to or from the Platform. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites, apps, and other online services. They may use this information to provide you with interest-based (behavioral) targeted content. We do not control these third parties' tracking technologies or how they may be used. If you have any questions about targeted content, you should contact the responsible provider directly.

User Contributions

To the extent we allow users to post, submit, publish, display or transmit content or materials on or through the Platform (collectively, "User Contributions"), you acknowledge and agree that we have no obligation to verify the accuracy of any User Contributions nor any liability whatsoever as a result of or in any way related to User Contributions or user interactions on, through or as a result of the Platform. All User Contributions must comply with these Terms and any other express terms required by us. . By providing any User Contribution on or through the Platform, 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 part and all of your User Contributions 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 this license; (ii) all statements made by you in your User Contributions are true and correct to the best of your knowledge; (iii) none of your User Contributions are false, misleading, defaming or violate or infringe the rights of third-parties; and (iv) all of your User Contributions do and will comply with these Terms and law

We have the right to: (v) remove or refuse to post any User Contributions for any or no reason in our sole discretion; (vi) take any action with respect to any User Contribution that we deem appropriate in our sole discretion; (vii) disclose your identity and related information to any third party who claims that material posted by you violates law, these Terms or their rights; (viii) take appropriate legal action, including without limitation,

referral to law enforcement, for any illegal or unauthorized use of the Platform; and (ix) terminate or suspend your access to all or part of the Platform 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 accessing the Platform or posting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS DONABLE®, ITS LICENSORS OR SERVICE PROVIDERS OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (“Released Parties”) FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES TAKEN AS A CONSEQUENCE OF INVESTIGATIONS INTERNALLY OR BY LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on or through the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, you agree that we have 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.

Copyright Infringement or Rights Violation

If you believe that any content on the Platform violates your copyright or any of your other rights, please send notice of the same to support@donableapp.com.

Donor-Specific Terms

Each Donor agrees that (i) your recruitment by a Recruiter nor use or access of the Platform does not guarantee eligibility to donate any particular blood product, which is up to the sole discretion of the blood bank or donation center (each, a “Donation Center”) where you choose to donate; (ii) Donable® makes no representations or warranties on behalf of any Donation Center; and (iii) your donation and ability to donate at any Donation Center is subject to the policies of that Donation Center and the terms, conditions and agreements you have or may be required to have with the same.

Recruiter-Specific Terms

Each Recruiter agrees he or she: (i) is only eligible to be a Recruiter and receive Payments if (a) they agree to and comply with these Terms, (b) refrain from providing any false or misleading information to Donors and Donable® (whether through the Platform or otherwise); (c) refrain from creating false identities or impersonating others; (d) provide Donable® with the information of third-parties (including Donors) only with those third-parties prior consent; (ii) any monies available to Recruiters as a result of recruiting Donors (collectively, “Payments”): (a) are subject to the additional terms and conditions for Payments made available through the Platform (“Payment Terms”), which are incorporated herein; (b) are conditioned on Donors providing a donation at the Donation Center designated by the Recruiter in the Platform at the time of recruitment; (c) are subject to change with or without notice by Donable®, which changes shall be

reflected in the Payment Terms; (d) are payable to Recruiter in the amounts and subject to the conditions set forth in the Payment Terms at the time the Donor agrees to provide a donation through the Platform; (iii) is responsible for any income or other taxes due and payable resulting from Payments to you by Donable® under this Agreement, for which you will be required to provide us with an appropriate tax identification number (SSN or EIN) upon request; and (iv) shall maintain all Donors' personally-identifiable information and health-related information (including interest in making a donation) confidential unless a Donor provides prior written consent to disclose the same.

Disclaimer of Warranties

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IN NO EVENT WILL ANY OF THE RELEASED PARTIES BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES LINKED TO IT OR ANY CONTENT OR INFORMATION OFFERED ON OR THROUGH THE WEBSITE (INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE AND INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, 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) UNDER ANY LEGAL THEORY AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold the Released Parties harmless 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 or your use of the Platform, including, but not limited to, your User Contributions or your use of any information obtained from the Platform.

Term and Termination

These Terms shall begin upon your acceptance of them and will continue until terminated by us or by you. You may terminate this agreement with or without notice by deleting your Platform account. We are entitled to suspend your access to the Platform and terminate this agreement with or without cause, and you agree that termination for cause by Donable® is proper if we believe (in our sole discretion) that you have violated any of these Terms; you also agree that any termination or suspension may be with or without prior notice to you. You are entitled to any Payment which accrues prior to the date of expiration or termination of this agreement unless expiration or termination is due to actual or potential violation of these Terms by you (which shall be determined in our sole discretion). The provisions herein which, by their nature or context, should survive termination or expiration of these Terms shall survive expiration of these Terms, including (without limitation) the following: Ownership and Prohibited Uses; Disclaimer of Warranties; Limitation on Liability; Indemnification; and Governing Law and Jurisdiction.

Governing Law and Jurisdiction

All matters relating to the Platform and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule whether of the State of Oklahoma or any other jurisdiction.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oklahoma in each case located in the City of Oklahoma City, Oklahoma County, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Entire Agreement

These Terms of Use constitute the sole and entire agreement between you and us with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform. If any provision of these Terms of Use is held to be invalid, illegal or unenforceable for any reason, that provision shall be eliminated or limited to the minimum extent and the remaining terms will continue in full force and effect.

Your Comments and Concerns

The Platform is operated by Oklahoma Blood Institute, 1001 N. Lincoln Blvd. Oklahoma City OK, 73104. All feedback, comments, requests for technical support and other communications relating to the Platform should be directed to support@donableapp.com, or mailed to the address above. Any feedback you provide to us shall be deemed to be non-confidential we shall be free to use such information on an unrestricted basis.