

WEBSITE TERMS OF USE

Introduction

This website is the property of LifeStream Blood Bank Cascade Region. By visiting this website and accessing the information, resources, services, products and tools we provide, you understand and agree to accept and comply with the following terms and conditions (hereafter referred to as “Terms of Use”), along with our Privacy Policy, which is available at www.lifestreamcascade.org/privacy-policy

We reserve the right to change these Terms of Use at any time without prior notice. If we change the Terms of Use or the Privacy Policy, we will post the new Terms of Use and update the modification date below. We may also show on the website that the Terms of Use or Privacy Policy has been updated, but we are not required to. You acknowledge and agree that it is your responsibility to review these Terms of Use periodically to see any modifications. Your continued use of a website constitutes acknowledgment and agreement to be bound by the modified Terms of Use and Privacy Policy.

This policy was last modified on September 3, 2024.

Responsible Use and Conduct

The website is not intended for use by children under 13 years old. Any child under 13 years old must have his or her parent's permission to use the Websites.

- You agree to use the information, resources, services, products and tools that are available through the website (the “Resources”) only as permitted by (a) these Terms of Use and (b) applicable laws, regulations and generally accepted online practices or guidelines.
- You may be required to provide certain information about yourself to use the website, including as part of the registration processor to use certain Resources. You agree that any information you provide will be accurate, correct and up-to-date. Use of pseudonyms (false names), false phone numbers, false mail addresses or false email addresses is not permitted. We may also collect information, such as information about the IP address of the computer you are using, and we may use cookies. More information is available in the Privacy Policy, which is available at www.lifestreamcascade.org/privacy-policy. You are responsible for maintaining the confidentiality of your login information. You are responsible for all activities that occur using your user name or password, or otherwise occurring under your account(s). Use of another person’s login credentials is prohibited.
- Accessing or attempting to access any of our Resources by any means other than through the means we provide is strictly prohibited. Use of web or screen scraping, robots, or other automated means of accessing, categorizing, or

collecting Resources, other than standard use of web-based search engines, is specifically prohibited.

- Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited and may subject you to civil or criminal liability.
- The Resources are valuable proprietary property of LifeStream Cascade Region. Attempting to copy, duplicate, reproduce, sell, trade or resell the Resources is strictly prohibited.
- You are solely responsible for any consequences, losses or damages that directly or indirectly result or occur due to any unauthorized activities or omissions that can be attributed to you including any criminal or civil liability.
- We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, wikis, product ratings and reviews or various social media interactions, among others. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools. If you choose to access and use these tools, it is your personal responsibility to use these tools in a responsible and ethical manner. You agree that you will not upload, post, share or otherwise distribute any content that:
 - Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate or explicit language;
 - Infringes on any trademark, patent, trade secret, copyright or other proprietary right of any party;
 - Contains any type of unauthorized or unsolicited advertising; or,
 - Impersonates any person or entity, including any LifeStream Cascade Region employees, affiliates or representatives.
- We have the right at our sole discretion to remove any content that we feel does not comply with these Terms of Use, or that we feel is otherwise offensive, harmful, objectionable, inaccurate or violates any third-party intellectual property. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal and waive any claim against us. We are not required to return any removed content to you.
- We do not assume any liability for any content posted by you or any other third-party users of our websites. However, any content posted by you using any open communication tools on our websites becomes the property of LifeStream Cascade Region, and as such, gives us a perpetual, irrevocable, worldwide,

royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, or is necessary in order to use our Resources. All information provided as part of our registration process is covered by our Privacy Policy. Further, LifeStream Cascade Region does not claim any proprietary rights in materials owned by third parties.

- You agree to defend, indemnify and hold harmless LifeStream Cascade Region and its respective directors, officers, managers, employees, donors, agents and licensors from and against all losses, expenses, liabilities, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use or the failure to fulfill any obligations relating to your account or incurred by you or any other person using your account or login credentials. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms of Use. In such event, you shall provide us with such cooperation as is reasonably requested by us.

Privacy

Your privacy is very important to us, which is why we've created a separate Privacy Policy. The Privacy Policy explains in detail how we collect, manage, process, secure and store your private information. Our Privacy Policy is available at www.lifestreamcascade.org/privacy-policy and is included by reference within these Terms of Use.

Limitation of Warranties

By using the website, you understand and agree that all Resources we provide are "as is" and "as available." This means that we do not represent or warrant to you that:

1. The use of our Resources will meet your needs or requirements.
2. The use of our Resources will be uninterrupted, timely, secure or free from errors.
3. The information obtained by using our Resources will be accurate or reliable.
4. Any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that:

1. Any content downloaded or otherwise obtained through the use of the Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any damage, including (but not limited to) loss of data that may result from the download of such content.
2. No information or advice, whether express, implied, oral or written, obtained by you from LifeStream Cascade Region's website or through any Resource shall create any warranty, guarantee or conditions of any kind.
3. LifeStream Cascade Region does not practice medicine. Any medical questions should be addressed to your healthcare professional.

Limitation of Liability

ALONG WITH THE LIMITATION OF WARRANTIES AS EXPLAINED ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANY CLAIM AGAINST LIFESTREAM CASCADE REGION IS LIMITED TO THE AMOUNT YOU PAID, IF ANY, TO ACCESS THE WEBSITE OR RESOURCE IN QUESTION, OR FOR USE OF PRODUCTS AND/OR SERVICES DIRECTLY RELATED TO THE LOSS OR INJURY. LIFESTREAM CASCADE REGION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSS OR DAMAGES WHICH MAY BE INCURRED BY YOU OR ANY OTHER PERSON AS A RESULT OF USING THE RESOURCES, OR AS A RESULT OF ANY CHANGES, DAMAGE, DATA LOSS OR CORRUPTION, CANCELLATION, LOSS OF ACCESS OR DOWNTIME. THIS LIMITATION OF LIABILITY WILL APPLY TO THE FULL EXTENT PERMITTED BY LAW.

Copyrights and Trademarks

All content and materials available on LifeStream Cascade Region's website, including but not limited to published texts, documents, graphics, website names, code, images and logos are the intellectual property of LifeStream Cascade Region and are protected by applicable copyright and trademark law. Any unauthorized use, including but not limited to the reproduction, distribution, display or transmission of any content on the websites is strictly prohibited, unless specifically authorized in writing by LifeStream Cascade Region or authorized agents.

Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our websites and Resources with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources will immediately cease. We further reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

Governing Law

This website is controlled from our corporate offices located in California, U.S.A. It can be accessed from most countries around the world. By accessing our websites, you agree that the statutes and laws of the state of California, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of these websites and the purchase of any products or services through these sites. You acknowledge that the privacy laws of the State of California and the United States may differ from the privacy laws of your location, and you expressly agree to the application of the privacy laws of the State of California and the United States, including laws regarding the use of cookies.

Any action to enforce these Terms of Use shall be brought in the federal or state courts located in the State of California, United States. You hereby agree to personal jurisdiction by such courts and waive any jurisdictional, venue or inconvenient forum objections to such courts.

Disclaimer

LIFESTREAM CASCADE REGION EXPRESSLY DISCLAIMS ALL GUARANTEES, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Contacting Us

If there are any questions regarding these our Terms of Service as outlined above, you may contact us at the following address:

Privacy Policy
384 W. Orange Show Road
San Bernardino, CA 92408
909-386-6821
PrivacyOfficer@LStream.org