



DATRI Blood Stem Cell Donors Registry

Terms of Use

When you use the DATRI Blood Stem Cell Donors Registry website (located at www.datri.org, collectively referred to herein as the "Website"), you agree to be bound by the Terms of Use stated below. These Terms explain your legal obligations when using this Website. If you do not agree to these Terms of Use, please do not use this Website. For the purposes of these Terms of Use, DATRI Blood Stem Cell Donors Registry shall be referred to as "DATRI".

The terms of use covers the following main areas:

Privacy

These Terms of Use also incorporate the terms of the Privacy Policy.

Medical Disclaimer

Information contained on this Website is not a substitute for a doctor's medical judgment or advice. DATRI recommends that you discuss your specific, individual health concerns with your doctor or health care professional. The materials and discussions presented here describe current treatment options and drugs or treatments that may be under study, and are for informational purposes only. Treatment options or donation procedures should be determined by an individual and his or her treating doctor based on the individual's overall health, age, disease, disease stage, and, if transplant is being considered as a treatment option, the availability of a suitably matched adult donor.

Registration

1. Certain functions of the DATRI Website require registration, such as joining the Registry (meaning 'DATRI'). In consideration of your use of this Website, you agree that if you register on this Website, you will provide accurate, current and complete information about yourself and will maintain and update such information promptly if any of it changes. You agree that if any information you provide is inaccurate, not current or incomplete,



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DATRI may prohibit your access to sections of the Website requiring registration. DATRI may also reject your application to become a member the Registry.

2. In the future, when we introduce a login functionality, you are responsible for keeping your password confidential and agree not to allow anyone else to use your user name or password to access this Website. You are fully responsible for all activities that occur under your user name and password. You agree to immediately notify DATRI of any unauthorized use of your password or user name or any other breach of security of which you become aware.
3. You may not register with a user name or e-mail address that is already being used by someone else or that belongs to another person, unless you have his or her consent. DATRI may refuse to accept a user name for registration if someone else has already registered with that user name or for any other reason at its own discretion.
4. You agree that DATRI may access, preserve and disclose your registration information if required to do so by law or in the good faith belief that it is necessary to:
 - Respond to your requests for customer service;
 - Comply with legal process;
 - Enforce these Terms of Use;
 - Respond to claims that information you have provided violates the rights of others; or
 - Protect the rights, property or personal safety of DATRI, its users and the public.
5. You agree that DATRI may stop accepting your password and user name and cancel your application to become a member of the Registry without prior notice if DATRI believes you have violated these Terms of Use or for any other reason. You agree that DATRI is not liable to you or any third party for denying you access to any portion of the Website.

Registration Fees

Individuals who use this Website to join the Registry may be required to pay a fee to help cover the costs of donor registration. ("Donor Registration Fee"). Registration fees



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charged by DATRI vary depending upon a number of factors, including, but not limited to, the age of the registrant. By choosing to use this Website to join the Registry you agree to pay the Donor Registration Fee, if charged. DATRI reserves the right, at its sole discretion, to charge a registration fee (including, but not limited to, Donor Registration Fee) to individuals who choose to join the Registry, or to otherwise change such fee, without notice.

Rules of Conduct

While using the Website, you agree to comply with all applicable laws, rules and regulations. In addition, DATRI expects the users of the Website to respect the rights and dignity of others. Therefore, when using this Website, you agree not to:

1. Post or submit information about another person or company without the authorization to do so.
2. Interfere with any other user's right to privacy by trying to access or collect information about any individual users of this Website.
3. Interfere with the functioning of the Website or with other people's use of the Website in any way, including:
 - Posting or transmitting any file or computer code or program (for example, viruses, worms, Trojan horses) that could damage or interfere with the operation of any hardware, software or telecommunications equipment.
 - Interfering with the functioning of the website, its servers or networks.
 - Hacking, defacing or modifying any portion of the website.
4. Copy, republish, sell or use for commercial purposes any portion of this Website unless you have prior written permission from DATRI. This includes framing or mirroring any part of the Website, systematically downloading and storing any content, putting the content in a database or republishing it.



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5. DATRI may, at its sole discretion, remove any posts that it considers: (a) false, inaccurate, or misleading; (b) inappropriate or offensive, including posts that are harassing, abusive, obscene, or hateful; (c) an infringement on any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy of any party; (d) promotional of commercial products or illegal activities; or (e) that otherwise violate DATRI's Terms of Use. Individuals continuing to make such posts will be removed from the Website at DATRI's discretion.
6. While some content areas on the Website are monitored periodically for topicality, DATRI has no obligation to pre-screen postings and is not responsible for their content. We encourage you to notify DATRI of inappropriate or illegal content. DATRI reserves the right to remove postings for any reason.

Links to Other Sites

The Website provides links to other Internet sites for informational purposes and the convenience of its users. DATRI is not responsible for the availability or content of these external sites, nor does DATRI control or guarantee the currency, accuracy, relevance or completeness of information found on linked-to, external websites.

Links to DATRI's Website

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1. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEB SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DATRI AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
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4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DATRI OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.



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LIMITATION OF LIABILITY

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold DATRI and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable advocates' fees, made by any third party due to, or arising out of, your use of the Website, including your application to become a member of the Registry.



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Governing Law and Jurisdiction

This Website is controlled by DATRI, which has head office in Chennai, Tamilnadu in INDIA. The laws of the State of Tamilnadu govern the contract formed by these Terms of Use. You agree that the High Court of Chennai, if it has subject matter jurisdiction, has exclusive jurisdiction to hear and determine any claims or disputes between you and DATRI (and its members, managers, officers, employees, agents and the assigns of same), pertaining directly or indirectly to these Terms of Use, or to any matter arising from your use of the Web site.

Changes to the Website

DATRI can change or remove, either temporarily or permanently, the Website or any part of it at any time and without prior notice to you. You agree that DATRI is not liable to you or to anyone else for any change or discontinuance to the Website or any content, feature or product offered on the Website.

Waiver and Severability

If DATRI does not exercise or enforce any particular right or provision in these Terms, DATRI does not waive that right or provision. If a court finds any provision of these Terms invalid, then you and DATRI agree that the court should try to follow the intention of that provision and that all other provisions of these Terms will remain in effect.

Changes to Terms of Use

DATRI may change these Terms of Use at any time by posting the changed Terms on the Web site. All terms are automatically effective as soon as they are posted.