

## **TERMS OF USE**

### **Scope**

This document describes and governs the terms and conditions (“**Terms**”) with respect to the use of this website and/or the web application (this shall be collectively referred to as “**Platform**”) of Blodin Private Limited (“**Blod**”/ “**We**”/ “**Us**”) by visitors and registered users of the Platform (“**User**”/ “**You**”). Please note that Blod reserves the right to revise these Terms at any point in time. Your continued use of the Platform or Services following the posting of changes to these Terms will mean you accept those changes. If you do not agree with any of the Terms, you must not continue to use the Platform. Blod reserves the right, in its sole discretion, to determine whether you have violated the Terms and if yes, to take any action it deems appropriate. You acknowledge that Blod shall have the right to terminate Your access to the Platform in case of Your violation of any of these rules, including infringement of copyrights.

#### **1. Accessing the Platform**

1.1 It shall be your responsibility to ensure that you have made all necessary arrangements in order to facilitate Your access to the Platform. We shall not be responsible for any charges/fees/costs incurred by You for any reason whatsoever. You are responsible for ensuring that all persons who procure access to the Platform through your internet connection are aware of these Terms and the other applicable terms and conditions/policies mentioned and comply with them.

1.2 By accessing this Platform, you hereby represent and warrant that:

- You have the lawful authority and capacity to contract and be bound by these Terms;
- You will comply with all applicable laws and regulations in the access and usage of the Platform;
- If you are accepting these Terms on behalf of a company, limited liability partnership or other legal entity, you have the authority to bind such entity to these

Terms and, in such event, “you” and “your” as used in these Terms shall refer to such entity.

1.3 These Terms are subject to change at any time without notice. To make sure you are aware of any changes, please review these Terms periodically. Continued use of the Platform after any such changes shall constitute your consent to such changes.

## 2. **Use of Services and/or the Platform**

2.1 Blod grants you a limited, non-exclusive, non-transferrable and non-sub licensable right to use the Platform, solely for your own personal use, subject to these Terms and other policies as mentioned herein. Your access and use of the Platform shall be subject to the following representations and warranties:

- (a) You may only access the Platform using authorized and lawful means;
- (b) We shall not be liable for any failure or default on Your part in obtaining access to the Platform on account of any failure or delay by you to comply with any registration process as mandated by Blod for such access of the Platform or due to any other reasons whatsoever;
- (c) All of the personal, sensitive and medical information provided by You on the Platform is accurate and true.

2.2 Any configuration or set up of the devices for access to the Platform shall be your sole responsibility.

2.3 You will not take any action that interferes with, degrades or adversely affects Blod and/or the Platform.

2.4 You will not use the Platform in a manner that: (i) is prohibited by any law or regulation or facilitates the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (iii) will violate or tamper with the software, functioning, or security of the Platform.

2.5 You will not use the Platform, or any portion thereof, to transmit, publish, post, upload, distribute or disseminate any inappropriate, harassing, abusive, defamatory, libelous, obscene, illegal or deceptive content.

2.6 We collect, store, process and use your information in accordance with its Privacy Policy available at [www.blod.in] ("**Privacy Policy**"). By using the Platform, you may be required to provide your Personal Information (as defined in the Privacy Policy).

2.7 You will not attempt to gain unauthorized access to any information connected to the Platform other than the information that is specifically shared with you by Us, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, through hacking, or any other means, or obtain or attempt to obtain through any means any materials or information which is intentionally not made available to you.

2.8 You shall be solely responsible for: (i) procuring and maintaining your network connections and telecommunications links, and (ii) all problems, conditions, delays, or failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

### 3. **Registration**

3.1 When you register with us, You guarantee that You are not prohibited from doing so under any applicable law or regulations in force and the information You provide us with during registration is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Platform by Us at Our sole and absolute discretion.

3.2 You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Platform or a third-

party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

3.3 You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

3.4 We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

#### **4. Collection of Information**

4.1 The information provided by You on the Platform shall be stored by Us as a part of our database and shall be shared with hospitals, medical institutions and other third parties in furtherance of Blod's business and by accepting these Terms, you hereby provide consent to the same. Blod does not share any information or undertake any other actions other than in compliance with applicable laws. Subsequent to sharing of Your information with the hospitals, any and all matters arising from or in relation to the hospital's actions or omissions shall lie solely between You and the hospital and Blod shall not be held liable or responsible for the same in any manner whatsoever.

4.2 If You are a hospital or medical institution accessing the database, we hereby clarify that we do not verify the authenticity of the information provided to us by the donors and merely provide you with the same on an as-is basis. We merely collect and store the data voluntarily provided to us. You are advised to employ discretion and take adequate steps to verify the data made available to You. Any and all actions taken by You based on the data available on the Platform are Your own sole risk and Blod shall not be liable or responsible for the same in any capacity whatsoever, including for any inaccuracies in the data.

4.3 If You are a natural individual donor, You may be required to undergo additional verification or diligence processes at a hospital/medical institution. If You have any

claims or grievances arising from or related to such verification or diligence process, or the availing of any services of the Hospital (including donation of blood), the same shall lie solely between You and the concerned hospital/medical institution and Blod shall not be liable or responsible for the same.

## 5. **Termination**

- 5.1 We may terminate or suspend your account and/or registration with us, remove Your details from our data base and bar Your access to the Platform immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to Your breach of the Terms. If you wish to terminate your account/registration with Us, you may remove yourself by visiting [\[https://www.blod.in/removeDonor\]](https://www.blod.in/removeDonor)
- 5.2 All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitation of liability.

## 6. **Advertisements**

Blod reserves the right to display advertisements on the Platform or as a part of any other content displayed on the Platform and such advertisements may contain links to third-party websites. Your access of such third-party website is purely at your own risk and Blod shall not be liable or responsible actions of such third-party. The terms and privacy policy of such third-party website will be different from that of Blod's and we advise you to read through the same before accessing such website as a prudent practice.

## 7. **Intellectual Property Rights**

- 7.1 The trademarks, service marks, and logos used and displayed by Us, in any manner on the Platform or in any of the content, are our registered or unregistered proprietary rights worldwide. Further the trademarks, service marks, and logos used and displayed belonging to the Platform's users, advertisers, or third parties as displayed on the Platform are the owned by such users, advertisers, or third parties and are hereby only licensed to the Platform for the limited purpose of displaying the same.

7.2 Such propriety trademarks or logos belonging to Us or our advertisers, or third parties are protected pursuant to applicable laws. All rights are reserved and you may not alter or obscure the such proprietary mark or name or logos, or link to them without our prior approval or the respective owners of such proprietary marks.

7.3 All legal rights including intellectual property rights, title and interest in and to the Platform including but not limited to user interface and the applications and codes used to implement the Platform, Services, vests with us. The Platform contains proprietary and confidential information. You agree that you shall not use such proprietary information and other materials provided or used by the Platform, in any way whatsoever except for use of the Platform and the Service in accordance with these Terms. No portion of the Platform shall be reproduced in any form by you.

## 8. **Indemnification**

By accepting these Terms and using the Platform, You hereby agree that You shall defend, indemnify and hold Blod, its directors, employees, shareholders, officers and other representatives harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) Your violation or breach of these Terms any applicable law or regulation; (ii) any loss or injury to Blod's representatives resulting from or attributable to Your acts or omissions; (iii) misuse of the Platform by You; (iv) Your violation of any rights of any third party; or (vi) any and all third-party claims based upon Your actions or omissions.

## 9. **Limitation of liability**

Blod shall assume no responsibility and shall not be liable for any loss or damage which may affect your computer equipment, device or other equipment/property arising out of your use of the Platform or access to or browsing of the Platform.

Under no circumstances will Blod be liable to you for any damages whatsoever (including, without limitation, incidental, reliance, or consequential, or special damages whether or not foreseen, lost profits, or damages resulting from lost data or business interruption) on account of Your use, misuse, or reliance on the information provided on the Platform. This limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising from any claim relating to this Terms or the subject matter hereof, whether such claim is based on warranty, contract, tort (including negligence), or otherwise any other legal theory even if Blod has been advised of the possibility of such damages.

We explicitly disclaim any and all liability for any the following:

- (a) errors, mistakes or inaccuracies of the content displayed on the Platform;
- (b) personal injury or property damage of any nature whatsoever, resulting from use of the Platform for any alleged or actual damages or loss of valuables;
- (c) any loss or damage arising out of Your failure to adhere to your obligations under these Terms.
- (d) any defamatory, offensive, or illegal conduct of any third party with respect to any content on the Platform.

You agree not to use the Platform for any commercial or business purposes without our prior written consent, and acknowledge that we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE PLATFORM AND/OR AVAILING ANY SERVICES REMAINS SOLELY WITH YOU.

#### 10. **Disclaimers and Warranties**

The data on the Platform is provided to you strictly on an "as is" basis. Notwithstanding anything contained in these Terms, Blod does not warrant that the Platform: (i) will perform error-free or uninterrupted, or that Blod will correct all or any errors or defects (ii) will operate in combination with your devices, or with any other hardware, software,

systems or data not provided by Blod, (iii) will meet your requirements, specifications or expectations.

Blod further acknowledges that it does not control the transfer of data over communications facilities, including the internet, and that the Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions on the Platform constitute your agreement and intent to be bound by this Terms.

YOUR USAGE OF THE PLATFORM AND THE DATABASE IS AT YOUR SOLE AND ABSOLUTE RISK AND BLOD SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES IN ANY CAPACITY WHATSOEVER.

#### **11. General**

Our failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under these Terms shall survive any discontinuance of the access or use of the Platform.

These Terms together with the Privacy Policy published by us on the Platform shall constitute the entire agreement between you and Blod concerning the Platform/Services.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

#### **13. Governing Law and Jurisdiction**

These Terms, their subject matter and any non-contractual disputes or claims are governed by the Indian Laws and you agree to the exclusive jurisdiction of the courts of Chennai, India. Blod reserves the right to seek injunctive, or any other equitable relief, in any courts of competent jurisdiction that, in its sole opinion, consider this to be necessary.



#### **14. Contact Us**

We make all best endeavours to provide You with a pleasant experience. In the unlikely event that You face any issues or You desire to share your feedback with us on the terms envisaged under these Terms or under the Privacy Policy, please contact us at [info@blod.in].

These Terms shall be made accessible to You at the point of your Registration and shall otherwise be available for your perusal at [www.blod.in]. Your usage of the Platform shall signify your acceptance of the Terms and the Privacy Policy. Should You have any concerns or issues with either the Terms or the Privacy Policy, You are required to opt-out of usage through the Platform and request deletion of your data accordingly. Failure to do so shall be deemed as your acceptance of the Terms or the Privacy Policy.