Fairfax Cryobank

Terms of Use
使用协议书

This Account should be in the name of the Intended Parent who plans to carry the pregnancy; a Co-Intended Parent or other individual may be designated to receive information about the Account and to authorize shipment of the donor sperm. If a gestational carrier will be engaged, please list one Intended Parent as the owner of the Account.
该帐户应以计划怀孕的意向父母的名义签署；联合意向父母或其他个人可以被指定为该帐户信息的接收人，并授权运送捐精。 如果确定使用代孕母亲，请列出一位意向父母为该账户的所有者。

PLEASE LIST YOUR NAME EXACTLY AS YOU WANT THE ACCOUNT LISTED.
请准确填写您的名字，该名字会是您账户的名字

Intended Parent's First and Last Name: _____ *Date (MM/DD/YYYY):* _____
意向父母的名字和姓氏 *日期（月/日/年）*
Intended Parent's Social Security Number (last 4 digits) _____
意向父母的社会安全码（后4位数）
Intended Parent's Date of Birth (MM/DD/YYYY): _____
意向父母的生日（月/日/年）
Intended Parent's Email Address: _____ *Phone Number:* _____
意向父母的电邮 *电话：*
Intended Parent's Home Address: _____
意向父母的家庭住址
_____

*City:*_____ *State:* _____ *Zip code:* _____
城市 *州/省* *邮编*

Co-Intended Parent's First and Last Name: _____ *or* □ *n/a*
联合意向父母的名字和姓氏 *或 不适用*

Physician's Name: _____
医生姓名
Clinic Name: _____
诊所名字
Physician's Shipping Address: _____
医生邮寄地址
Physician's City: _____ *Physician's State:* _____
医生所在城市 *医生所在州*
Physician's Zip or Postal Code: _____ *Physician's Country (if outside of United States):* _____
医生邮编 *医生所在国家（若在美国以外）*
Physician's Phone Number (include country code if international): _____
医生电话号码(若是国际电话，请包括国家区号)
Physician's Fax Number: _____
医生传真号码
Physician's Contact Email Address: _____
医生电子邮件

For Cryobank Use Only:

Account #_____ Date Entered:_____

What the Cryobank Agrees To Do 精子库同意以下内容:

1.1. Donor Screening. All donors will meet the sperm donor eligibility criteria established by the U.S. Food & Drug Administration, found at 21 CFR 1271. Cryobank will conduct the additional robust screening and testing described on our website. These additional items may change over time in response to regulatory requirements, changes in the availability and quality of diagnostic tests or other reasons. In particular, due to advancements in technology and updates in scientific and clinical recommendations, genetic testing has expanded over time. Client should confirm what genetic testing has been completed for a particular donor by reviewing the documents available for download on the online Donor Profile or by contacting Client Services.

捐献者筛查。 所有捐献者都将符合由美国食品和药物管理局(FDA)制定的第21CFR 1271条精子捐献者资格标准。精子库将进行我们网站上描述的额外的强化筛查和检测。为了符合相关条例的要求、对应诊断检测的可用性和质量的变化或其它原因，这些附加项目可能会随着时间的推移而变化。尤其是随着科技的进步以及科学和临床建议的更新，基因检测的范围也随之扩大。客户应通过在线捐赠者档案中可下载的文件或联系客户服务部确认特定捐赠者已完成的基因检测内容。

1.2. Privacy. Cryobank will not disclose Client's identity to the donor, or to anyone else, unless required by law. Cryobank will not disclose a donor's identity to Client. If Client selects an ID Donor, and registers the birth of Client's child, Cryobank will share the donor's identity and contact information with that child upon request when he or she reaches age 18, or sooner if required by law. There is more information about the ID - Donor program below.

隐私。 除非法律要求，否则精子库不会透露客户的身份给捐献者或任何其他人。精子库不会向客户透露捐献者的身份。 如果客户选择可知身份的捐献者，并注册了其孩子的出生信息，精子库将在孩子满18岁或应法律要求在更早的时候，向他/她分享捐献者的身份和联系信息。以下有更多有关可知身份捐献者的信息。

1.3. Quality Control. Cryobank will conduct a semen analysis on every sample a donor provides, both pre- and post-thaw, and will not place into inventory any specimens that do not meet its quality standards, listed below.

质量控制。精子库将对捐献者提供的每份精液样本都进行解冻前和解冻后的精液分析，任何不符合以下列出的质量标准的精液样本都不会保存在精子库里。

1.4. Quality Standard Guarantee. Cryobank's quality standard guarantee is described on the Cryobank website and discussed more fully below. If a vial of donor sperm thawed at Client's clinic fails to meet this quality standard, as documented by the clinic in accordance with Cryobank's guidelines, then Cryobank will give Client a free replacement vial; if no replacement vial is available, Cryobank will give Client a credit so another donor may be chosen. Cryobank provides clear and detailed instructions for specimen handling and complaint reporting with every shipment. The criteria for qualifying for a replacement or credit are objectively verifiable and are not flexible. This is the exclusive remedy for a sub-standard Vial.

质量标准保证。精子库的质量标准保证请见精子库网站的描述，更详细的内容如下。如果一小管捐献者的精子在客户的诊所解冻后未能达到质量标准，且由诊所记录的信息与精子库提供的准则一致，精子库会为客户免费更换一小管捐精；如果没有可用的可更换的捐精，精子库会为客户提供信用积分，客户可以用于选择另一个捐献者。精子库为每次运输提供样品处理和投诉报告的明确和详细的说明。符合更换供精或获得信用积分的标准是客观可核实的，不能变通。这是一小管供精唯一的补救措施。

1.5. Medical and Genetic Updates. Cryobank enters into agreements with donors in which donors promise to report any new or newly-discovered medical or genetic issues that could affect donor-conceived offspring Clients also must report any medical or genetic issues affecting their offspring. As a result, medical/genetic updates can arise at any time after Client has purchased Vials.

医疗和遗传信息的更新。精子库与捐献者签有协议，捐献者承诺将报告任何新的或新发现的医疗或遗传问题，这些问题可能会影响通过捐献者受孕生育的后代。客户也必须报告任何会影响她们通过捐献者而生育出后代的医疗或遗传性问题。因此，客户购买小管后，医疗/基因更新情况可能随时出现。。

Although we ask donors, recipients, clinical professionals, and donor-conceived people (when applicable) to report this information, Cryobank cannot compel such reporting and may not be able to obtain this type of information in all cases. When obtained, the medical/genetic updates may not be accompanied by medical records and may not be confirmed.

尽管我们要求捐献者、接受者、临床专业人员以及通过捐献受孕的人士（如适用）报告此类信息，但精子库

无法强制要求此类报告，并且可能无法在所有情况下获取此类信息。即使获取了这些信息，医疗/遗传信息更新也可能不附带医疗记录，从而无法得到确认。

If Cryobank receives a report of a serious medical or genetic issue affecting a donor, a donor's family member, or his offspring that may indicate increased health risks for other donor-conceived offspring, Cryobank's genetic team will investigate the situation and determine whether the donor should be "restricted" or withdrawn from the donor program. Cryobank's investigation process may involve requesting medical records or additional testing results from donors, donors' family members, or offspring, and this dependence on third parties and other factors means that Cryobank cannot guarantee that an investigation will be completed within a particular timeframe. Not all issues reported result in restrictions. For those that do, Cryobank will make reasonable efforts to contact clients who have previously ordered Vials from the affected donor and to update the donor's profile on the website.

如果精子库收到一份报告，称捐献者、捐献者家属或其后代存在严重的医疗或遗传问题，且可能预示捐献者所孕育的其他后代健康风险的增加，精子库的遗传团队将对情况进行调查，并确定是否应"限制"或让该捐献者退出捐精计划。精子库的调查流程可能涉及要求捐献者、捐献者家属或其后代提供医疗记录或其他检测结果。由于需要依赖第三方及其他因素，精子库无法保证调查在特定时限内完成。并非所有报告的问题都会导致销售限制。对于导致限制的捐献者，精子库将尽合理努力联系之前已向该捐献者订购精子的客户，并在网站上更新该捐献者的个人资料。

As genetic testing technology and genetic research changes, a genetic testing provider may make changes to the classification of a gene variant carried by the donor. In the process, a donor's genetic test report may be amended by the testing provider to identify a new carrier status or to remove a previously reported carrier status. There also may be updated genetic testing results if a donor or offspring is tested for a new condition. Genetic testing summaries and results are available for download on the Cryobank website. Some testing utilized by donors, recipients, or offspring may not be clinically validated and the implications of the results may not be fully understood.

随着基因检测技术和基因研究的不断变化，基因检测机构可能会对捐献者所携带基因变异的分类进行更改。在此过程中，检测机构可能会修改捐献者的基因检测报告，以识别新的携带者状态或删除之前报告的携带者状态。如果捐献者或其后代接受了新的疾病检测，也可能会更新基因检测结果。基因检测摘要和结果可在精子库网站下载。捐献者、接受者或其后代使用的某些检测可能未经临床验证，其结果的含义可能尚未完全明确。

Donor's medical and genetic information provided to Client at time of purchase is the information available to Cryobank on that date. Cryobank places reported medical updates on donors' summary profiles on the website. Client may also check donor medical status at any time by calling Client Services at 1-800-338-8407. **It is the responsibility of Client to check if the Donor has any updated medical/genetic information before starting any fertility treatment.**

捐献者的医疗和遗传信息在客户购买时提供，即为在购买当天精子库可获取的信息。精子库会将捐献者的最新医疗信息发布在网站上的个人资料摘要中。客户也可随时致电客户服务热线1-800-338-8407查询捐献者的医疗状况。**客户有责任在开始任何生育治疗前，确认捐献者是否拥有任何最新的医疗/遗传信息。**

1.6. Donors Relinquish Their Rights. Cryobank enters into agreements with donors in which they give up all their rights, and are released from any obligations, to children born using their donated sperm.

捐献者放弃他们的权利。精子库与捐献者签有协议，对通过他们的捐精生育的后代，捐献者放弃他们的所有权利，也不承担任何义务。

1.7. Shipping. Cryobank will ship Client's order to a U.S. clinic via Federal Express in a specially designed liquid nitrogen tank that will keep Specimens frozen for at least seven (7) days, with Day 1 being the date of shipment. Shipped Vials may not be returned for refund or credit. Cryobank will ship to a destination outside of the United States, provided Client arranges for any requisite customs or other permits and, prior to shipment, provides Cryobank with copies of these permits or a written statement to the effect that no permits are required. *International shipments are subject to increased risk of delay and damage and, consequently, an increased risk of damage to or loss of the frozen Specimen; Client assumes this increased risk.*

运输。 对于寄往美国诊所的客户订单，精子库将通过联邦快递专门设计的液氮罐将客户的订单运送去客户的诊所，此罐可保持供精冷冻保存长达至少七（7）天，第1天为出货日。 已发货的小管捐精无法退还以获得退款或信用积分。 *国际货物遭受延误和损害的风险会增加，由此导致冷冻样品的损坏或丢失的风险也相应增加；客户需承担这种增加的风险。*

1.8. Storage. Many countries place restrictions on the length of time that donor samples can be stored and/or require that a donor sample be utilized within a particular time period. Restrictions may encompass embryos created from donor samples. It is Client's obligation to consult with their clinic and discuss if there are any such restrictions in the applicable jurisdiction prior to purchase. In any case, if Client does not want to ship Vials right away, Cryobank will store the Vials at its facility and the "Storage Terms and Conditions" set forth below will apply. Storage fees are listed on the website and are subject to change.

储存。许多国家/地区对捐赠样本的储存期限有限制，并且/或者要求在特定时间段内使用捐赠样本。这些限制可能涵盖由捐赠样本培育的胚胎。客户有义务在购买前咨询其诊所，并了解其所在司法管辖区是否存在此类限制。无论如何，如果客户不想立即寄出冷冻管，精子库将在其设施内储存冷冻管，并适用下文所述的"储存条款和条件"。储存费用已在网站上列出，并可能随时更改。

What the Cryobank Does Not Agree To Do 精子库不同意以下内容:

2.1. Medical or Genetic Issues. Cryobank does not promise that, if pregnancy is achieved, the fetus or baby will be free from genetic disorders or defects, or from infectious disease. In the general population, every pregnancy has a small (approximately 3%-4%) risk of producing a child with a congenital condition, including but not limited to birth defect, intellectual disability, or genetic condition. Cryobank uses robust screening and testing criteria to reduce risk as much as possible, *but Cryobank cannot eliminate risk*. Even if available donor testing shows normal results, the tests have limitations and may not always be reliable, even when properly administered. Client assumes these risks.

医疗或遗传问题。 精子库不承诺，若实现妊娠，胎儿或婴儿将免于遗传性疾病或缺陷或感染性疾病。在普通人群中，每次怀孕都有可能生出患有先天性疾病的孩子（风险很小，约为 3%-4%），包括但不限于出生缺陷、智力残疾或遗传性精神缺陷。 精子库采用强大的筛查和检测标准尽可能降低风险，但精子库无法消除风险。 即使现有的捐献者检测显示正常结果，检测也有其局限性，尽管操作正确，也并不总是可靠。客户需承担这些风险。

2.2. All Possible Testing. Cryobank does not test for all genetic disorders and infectious diseases. It is impractical or otherwise not feasible to do all available tests, and not all genetic disorders or infectious diseases have tests. Donors are screened with the testing panel that is current at the time of their screening. Cryobank's current screening and testing criteria are described on the -website and are subject to change at any time for purposes of legal compliance, quality improvement or other reasons.

所有可能的检测。 精子库不会检测所有遗传疾病和感染性疾病。进行所有可用的测试是不切实际或不可行的，并非所有遗传疾病或感染性疾病都可以进行检测。 精子库目前的筛查和检测标准在网站上有所描述，并且随时可能会因为合法合规性、质量改进或其它原因而变化。

2.3. Donor Profiles. Donors self-report the family medical history, health and behavioral history information that is listed in their profiles. Cryobank does not independently verify their answers.

捐献者档案。 捐献者自行报告其个人档案中列出的家族病史、健康和行为史资料。 精子库没有独立地验证他们的答案。

2.4. Cover Client's Other Costs. The remedy described in Cryobank's quality standard guarantee is the exclusive remedy available to Client from Cryobank. Cryobank will not reimburse, compensate or otherwise provide Client with any other remedies, even if Client's fertility procedure cannot be completed. In no event will Cryobank or its Affiliates be liable for special, consequential or incidental damages, including, without limitation, any costs or expenses associated with Client's fertility treatment or travel expenses related to treatment.

承担客户的其他费用。 在质量标准保证中描述的补救措施是精子库向客户提供的唯一补救措施。 即使客户的生育治疗无法完成，精子库也不会偿还、补偿或以其它方式向客户提供任何其它补救措施。 在任何情况下，精子库或其关联公司不对客户特殊的、间接的或附带的损失负责，这包括但不限于客户的生育治疗或与治疗相关的旅行费用相关的任何费用。

What Client Agrees To Do 客户同意以下内容:

3.1. Donor Identifying Information. Client agrees to use the information Cryobank provides about donors, including photographs, exclusively for the purpose of selecting a donor. Client agrees not to share, distribute or otherwise make

any such information or images available in any manner, or through any medium (including without limitation email, social media or internet feeds), to any third party. Client will not seek a donor's identity. If Cryobank discovers that Client has made attempts to discover a donor's identity, Cryobank will pursue any and all appropriate action to protect itself, its donors, and other clients and offspring.

捐献者身份信息。客户同意仅将精子库提供的捐献者信息（包括照片）用于甄选捐献者。客户同意不以任何方式或通过任何媒介（包括但不限于电子邮件、社交媒体或互联网信息流）向任何第三方分享、分发或以其他方式提供此类信息或图像。客户不得试图获取捐献者的身份。如果精子库发现客户试图获取捐献者的身份，精子库将采取一切适当措施保护自身、捐献者以及其他客户及其后代。

3.2. Refund Policy. Clients who store Vials at the Cryobank that have never been shipped from Cryobank may receive a partial refund for those Vials. However, Clients whose insurance or fertility benefits company paid Cryobank for Vials in storage may not receive a refund but may qualify to exchange Vials per the exchange policy.

退款政策。客户若将精子储存于精子库，且精子库尚未寄出，可获得部分退款。但是，若客户已通过保险公司或生育福利公司向精子库支付了储存精子的费用，则可能无法获得退款，但可根据退换政策进行更换。

3.3. Exclusive Use. Vial(s) are for the exclusive use of the Intended Parent named in this Agreement (or their gestational carrier). Cryobank is required by federal, state and international laws to track the distribution of Vials; in addition, transferring or sharing of donor sperm beyond the originally intended recipient interferes with the proper accounting for pregnancies and dissemination of health information about donors and offspring. Accordingly, Client may not transfer donor sperm or embryos created with donor sperm without Cryobank's express, prior written permission, which may be given or withheld in Cyrobank's sole discretion.

独家使用。 小管捐精只供给本协议上的意向父母（或其代孕母亲）独家使用。 联邦、州和国际法律要求精子库追踪小管捐精的分布情况；此外，将捐赠精子转移或分享给最初预定的接受者之外的人会干扰对怀孕的正确记录以及有关捐赠者和后代的健康信息的传播。因此，客户在未获得精子库明确的、事先提供的书面许可的情况下，不得转让捐精或通过该捐精产生的胚胎，该许可将由精子库自行决定是否给予。

3.4. Pregnancy and Delivery Reporting. As a condition of acquiring Vials, Client must report all pregnancies and, separately, all pregnancy outcomes including births to Cryobank within ninety (90) days of each occurrence. A pregnancy report is sent with every donor semen order and pregnancy and birth reporting is also available on the Cryobank website. Client will also report any unexpected medical or genetic issues affecting donor-conceived offspring.

妊娠和分娩报告。作为获取小管捐精的条件，客户必须在每次妊娠和妊娠结果包括分娩发生后九十（90）天内向精子库报告。妊娠报告单会随着每个捐精订单提供给客户，您也可以在精子库的网站上下载妊娠和分娩报告表。客户也需报告任何预期以外的会影响捐献者后代的医疗或遗传问题。

3.5. Legal Status of Donor-Conceived Children. Client will be the legal parent of the child(ren) born to Client with the use of donated sperm and will be responsible for their support and custody. Client may wish to consult legal counsel regarding co-parent rights.

经捐献者受孕的孩子的法律地位。客户将是使用捐精出生的孩子（们） 的法定父母，负责孩子的赡养和监护。客户可就其联合意向父母的权利咨询法律顾问。

3.6. Update Contact Information. Client (or Client's surviving partner/designee) agrees to update Cryobank if Client's mailing address, email address or telephone number changes. Cryobank may receive important medical or genetic updates about Client's donor or his other offspring and need to contact Client. Cryobank will utilize the contact information provided by Client and is not obligated to track down Client.

更新联络信息。 若客户的邮寄地址、电子邮件或电话号码更改了，客户（或客户的幸存伴侣/指定人员）同意向精子库更新相关信息。 精子库可能会收到有关客户的捐献者或其后代的重要的医疗或遗传更新信息，并需要联系客户。 精子库将使用客户提供的联系方式，但没有义务跟踪客户的联系方式。

3.7. Indemnification. Client agrees to indemnify, defend, and hold harmless Cryobank (and/or any of its owners, directors, officers, employees, agents, affiliates or successors-in-interest, collectively, "*Affiliates*") from and against any claims, losses, damages, liabilities, demands, offsets, causes of action and expenses, including attorneys' and experts' fees, arising out of or related to any third party action, proceeding, or dispute arising out of this Agreement. Without limiting the foregoing, any person who uses Vial(s) that Client purchases hereunder shall be considered a third party for purposes of this Section 3.6.

Further, if Cryobank and/or its Affiliate(s) is named as a party to any litigation arising from a disagreement between or among Client, Client's spouse, partner or other family member(s), a gestational carrier or anyone else, as to any such party's rights or obligations with respect to the Vials, any resulting embryos or any donor-conceived children, Client or Client's estate shall be liable for the attorney's fees, experts' fees, and other costs of Cryobank and its Affiliates in such litigation. With respect to any claim whereby Cryobank is ordered by a court to hold Vial(s), Cryobank's indemnification right shall include the payment of all storage fees resulting from the court-ordered hold, as well as fees associated with any time expended by employees or agents of Cryobank regarding such court action.

赔偿。 对于因本协议引起的任何第三方诉讼、程序或争议而产生的或与之相关的任何索赔、损失、损害、责任、要求、抵偿、诉因和费用（包括律师费和专家费），客户同意向精子库（及/或其任何所有人、董事、高管、员工、代理人、关联公司或权益继承人，统称"关联公司"）进行赔偿、辩护并使其免受损害。在不限制前述条款的情况下，任何使用客户根据本协议购买了小管捐精的人士，均视为本第3.6条所指的第三方。此外，如果因客户、客户的配偶、伴侣或其他家庭成员、代孕妈妈或任何其他人之间就小管捐精、由此产生的胚胎或任何捐献受孕儿童的权利或义务发生分歧，导致精子库和/或其关联公司被列为任何诉讼的一方，则客户或客户的财产应承担精子库及其关联公司在该诉讼中的律师费、专家费和其他费用。对于因法院命令精子库扣押小管捐精而产生的任何索赔，精子库的赔偿权利应包括支付因法院命令扣押而产生的所有仓储费用，以及精子库员工或代理人在该诉讼中花费的任何时间的相关费用。

3.8. Indian Child Welfare Act. Note that the Indian Child Welfare Act applies to certain child custody proceedings, such as adoptions, involving children with Native American ancestry and gives federally recognized Indian tribes legal rights that are distinct from those of the biological parents. Client is advised to consult an attorney prior to selecting a donor with Native American heritage, particularly if any legal proceeding involving the child is anticipated.

印第安儿童福利法。请注意，《印第安儿童福利法》适用于某些涉及美洲原住民血统儿童的儿童监护权诉讼，例如收养，并赋予联邦认可的印第安部落有别于亲生父母的合法权利。建议客户在选择美洲原住民血统的捐赠者之前咨询律师，尤其是在预计涉及儿童的任何法律诉讼的情况下。

Terms and Conditions of Cryobank's Quality Standard Guarantee 精子库的质量标准保证条款和条件:

4.1. Claim Submission Deadline. If a Specimen fails to meet the applicable quality standard set forth in the table below, Client's clinic should complete the Specimen Complaint Form, available on the Cryobank website or by calling Client Services in the United States at 1-800-338-8407. Cryobank must receive the completed Specimen Complaint Form within thirty (30) days after the Specimen was thawed.

索赔截止日期。 如果捐精样本未能符合下表所列的适用质量标准，客户诊所应填写样本投诉表，该表可在精子库网站上下载或致电位于美国的客户服务部 1-703-698-3976 获得。 精子库必须在样本解冻后的三十（30）天内收到完整的样本投诉表。

Specimen Type 精液类型	Total Motile Cells/ milliliter 运动细胞总数/毫升(TMC)	Clinical Use 诊所使用
IUI 宫腔内人工授精	10 million/vial 1000 万/管	Pre-washed vials, ready for intrauterine insemination (IUI) 已经过预先洗涤，适用于宫腔内人工授精
ICI 宫颈内人工授精	10 million/vial 1000 万/管	Ready for intracervical insemination (ICI) or can be washed for IUI specimen 适用于宫颈内人工授精，或可洗涤后用于宫腔内人工授精
IVF 体外受精	5 million/vial 500 万/管	Ready for ICI or can be washed for use as an IUI or IVF with/without ICSI 适用于宫颈内人工授精，或可洗涤后用于宫腔内人工授精或体外受精(使用或不使用单精子注射术)
IUI ART 宫腔内人工授精及辅助生育技术	> 6 million/vial 大于 600 万/管	Ready for IUI individually or combined, or can be washed post thaw and used for IVF with/without ICSI 适用于单独的宫腔内人工授精或与其它方案一同使用，或可解冻后再洗涤，用于体外受精(使用或不使用单精子注射术)
ICI ART 宫颈内人工授精及辅助生育技术	> 6 million/vial 大于 600 万/管	Ready for ICI individually or combined, or can be washed post thaw and used for IUI or IVF with/without ICSI 适用于单独的宫颈内人工授精或与其它方案一同使用，或可解冻后再洗涤，用于体外受精(使用或不使用单精子注射术)

ICSI-W 单精子注射术-预洗	>3 million/vial 大于 300 万/管	Washed vials, ready for ICSI/IVF, can be used for IUI (we recommend ordering multiple vials) 已经预洗，可直接用于单精子注射术/体外受精，也可用于宫腔内人工授精（建议购买多管）
ICSI 单精子注射术	>3 million/vial 大于 300 万/管	Ready for ICI or can be washed for use in an IUI or IVF with/without ICSI (we recommend ordering multiple vials for ICI and IUI procedures) 可直接用于宫颈内人工授精或经洗涤后用于宫腔内人工授精或体外受精--需要或不需要单精子注射术均可（若用于宫颈或宫腔内人工授精，建议购买多管）

4.2. Lab Procedures. To qualify for the guarantee, the clinic must have followed all Cryobank's printed thaw procedures enclosed in each shipment and other written handling instructions. The clinic must have performed the required semen analysis after thawing and prior to any processing, and the total motile cell ("*TMC*") count must be below the standard. *Note that TMC counts will vary by about 10%-30%, depending on the lab personnel and counting method. By way of example, if Cryobank's laboratory determined a Specimen contained ten million TMC, Cryobank would expect Client's clinic to find between seven million and thirteen million TMC. Client may still qualify for a replacement if Client's clinic's count is below the stated standard, but a TMC in this range is normal.*

实验室流程。 为了符合保证条件，诊所必须遵循所有精子库印制的解冻操作流程，该流程及其它书面处理说明附在每次的运输单里。 解冻后，在任何处理之前，诊所都必须进行要求的精液分析，运动细胞总数（"TMC"）计数须低于标准。 *注意，根据实验室人员和计数方法的不同，运动细胞总数(TMC)的计数将有约 10%-30%的变化。 举个例子，如果精子库的实验室确定了一个样本包含了 1000 万运动细胞总数，精子库将期望客户诊所能找到 700 万到 1300 万的运动细胞总数。 如果客户的诊所数量低于规定的标准，客户可能仍然有资格获得更换，但在该范围内的运动细胞总数是正常的。*

4.3. Off-Site < 120 Days. To qualify for the guarantee, the Specimen may not have been out of Cryobank's storage facility for more than 120 days, nor transferred from the original receiving clinic to another site.

库外<120 天。 要获得保证，样本不可以离开精子库的存储设施超过 120 天，也不可以从原来接收的诊所转移到另一个站点。

4.4. Cycle Results. If pregnancy is achieved in an IUI or ICI cycle, or if fertilization is achieved in an IVF cycle, then the quality standard will be deemed satisfied, regardless of the TMC.

周期结果。 如果客户在一个宫腔内人工授精、宫颈内人工授精或体外受精周期实现了妊娠，质量标准将被视为满足，则不考虑运动细胞总数。

4.5. Other Costs Not Included. A replacement or credit provided is for the Specimen only; additional costs, such as shipping, handling or any other charges associated with the purchase or use of the Specimen, are not refunded or credited.

其它不包括在内的费用。 替换或信用积分的适用仅限于捐精样本；其它额外的费用，如运输、处理或任何其它相关费用不可退还或或以信用积分的形式偿还。

Mutual Promises 相互承诺:

5.1. Binding Arbitration. Cryobank and Client acknowledge that the identity of sperm donors and the nature of sperm donation are sensitive and often very private matters. Accordingly, after first attempting to resolve the dispute in formal or informal mediation, the Parties agree that any disputes between them arising under this Agreement or otherwise, except for disputes over payment for storage services, will be resolved exclusively through confidential, binding arbitration by JAMS under the JAMS Streamlined Arbitration Rules and Procedures, and not through a court or other public forum. Arbitration proceedings will be conducted in the Washington, D.C. metropolitan area or virtually, and the substantive laws of the Commonwealth of Virginia will apply exclusively. The decision of the arbitrator will be binding and final and will be enforceable by any court of competent jurisdiction. Each party will pay one-half of JAMS' and the arbitrator's fees. The prevailing party in any dispute will be entitled to receive from the other its reasonable attorney's fees and other costs and expenses associated with the dispute.

有约束力的仲裁。精子库和客户确认捐献者身份和捐精的性质是敏感的，完全是私人事务。因此，在首次尝试通过正式或非正式调解解决争议后，双方同意就本协议书产生的任何争议，除非是关于存储服务款项的争议，仅根据 JAMS（司法仲裁与调解服务）的简化仲裁规则和程序，通过 JAMS 保密的、有约束力的仲裁来解决，而不是求助于法院或其它公共论坛来解决。仲裁程序将在美国华盛顿哥伦比亚特区以大都会区进行，或以网络的形式进行，弗吉尼亚联邦实体法是唯一适用的法规。仲裁员的裁决将具有约束力且是最终的，并由任何有管辖权的法院执行。任何一方将各自支付一半的 JAMS 费用和仲裁员的费用。在任何争议中，胜诉的一方将有权从另一方收取合理的律师费及其它与争议相关的费用。

5.2. Notices. Cryobank will provide any notices to Client by mail sent to the address set forth on the first page of this Agreement or such other address as Client may request in writing be used for that purpose. Client will provide any notices to Cryobank by mail sent to the Fairfax, Virginia address listed on the Cryobank website.

通知。 精子库向客户提供的任何通知将被发送到本协议首页上的地址或客户以书面形式要求的其它地址。任何提供给精子库的通知应送往美国弗吉尼亚州费尔法克斯市，地址在精子库的网站上。

5.3. Severability. Cryobank and Client agree that the invalidity or unenforceability of any part of this Agreement shall not impair or affect in any manner the validity or enforceability of the balance of this Agreement.

可分割性。精子库和客户同意，本协议任何无效或不可执行的部分不应以任何方式损害或影响本协议的有效性或可执行性的平衡。

5.4. Entire Agreement. This represents the entire agreement between Cryobank and Client concerning the subject matter; and there are no understandings, agreements or representations other than as herein set forth. This Agreement may be modified only by a writing signed by both parties.

协议完整性。本协议代表了双方关于精子库使用的完整协议，除了此处所述之外，没有任何谅解、协议或陈述。本协议可由各方签署的书面协议进行修改。

5.5. Assignment; Binding Effect. This Agreement may not be assigned, except by Cryobank to an Affiliate. This Agreement will be binding upon the parties and their respective assignees, heirs, executors and administrators.

转让；约束效应。本协议不得转让，除非由精子库转至精子库的的关联方。本协议将对双方及其各自的受让人、法定继承人、执行和管理人员具有约束力。

5.6 Languages. This Terms of Use is written in both English and Chinese language, if any discrepancy between the English version and the Chinese version, the terms in English version shall prevail.

语言。本协议以英文和中文两种语言书写，如果英文版和中文版有任何差异，以英文版为准。

No Warranties / Limitation of Cryobank's Liability **无担保/精子库的有限责任**
Reproductive medicine and working with human reproductive tissues involve risks, uncertainties and costs. Cryobank takes responsibility for addressing some of those risks, but not all of them. One purpose of this document is to define clearly what Cryobank is offering and, perhaps more importantly, what Cryobank is not offering. 生殖医学和人类生殖组织的相关工作涉及风险、不确定性和成本。精子库有责任解释一些风险，但不可能解释所有风险。本文件的目的是清楚地定义精子库能提供什么，而更重要的是定义精子库不会提供什么。 Except for the Quality Standard Guarantee, Vials are provided "as is," with no warranties of any kind, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. 除了质量标准保证，小管捐精不提供任何其它形式的保证，无论明示或暗示，包括但不限于对特定目的的适销性和适用性的默示保证。 Except for the specific remedies described in this Agreement, Cryobank will not provide any compensation, refund or reimbursement for a sub-standard Vial, a shipment delay or failure, a cancelled or unsuccessful cycle, or for any other reason or in any other circumstance. 除了本协议中描述的具体补救措施外，精子库不会对任何替换的小管捐精、运输的延迟或故障、取消或不成功的周期、或任何其它原因或任何其它情况提供任何补偿、退款或报销。 Cryobank has designed the donor program with the expectation that its costs are limited to those necessary to provide the specific services and remedies set forth in this Agreement. Cryobank would not make donor sperm available without these limitations. 精子库设计了该捐献者计划，期望其费用仅限于提供本协议中规定的具体服务和补救措施所需的费用。 如果没有这些限制，精子库无法获得合适的捐精。

Accepted and Agreed:
接受且同意

Intended Parent Signature:
意向父母签字

_____
Name:
姓名
Date:
日期

Cryobank Signature:
精子库签字

_____
Name:
姓名
Title:
职务

ID - Donor Program
可知身份的捐献者计划

If Client selects an ID Donor, Client may participate in the ID Donor Program, whereby Client's child may learn the donor's identity and contact information when Client's child reaches the age of 18.
如果客户选择可知身份(ID)的捐献者，客户可以参加身份捐献者的计划，即客户的孩子可以在其达到18岁时得知捐献者的身份和联系信息。

To register for the ID Donor Program, Client must complete the ID Birth Registration form, located at www.fairfaxcryobank.com, any time after the birth of Client's child.
登记身份捐献者计划，客户须在客户的孩子出生后的任何时间填写www.fairfaxcryobank.com上的(ID)身份出生登记表。

If Client registers Client's child ("*Registered Child*"), here is what to expect:
如果客户登记注册了客户的孩子（"注册的孩子"），预期如下：

- When a Registered Child reaches the age of 18, Cryobank will, at his or her written request, give that child their donor's full name, date of birth, last known telephone numbers, email address, physical address and other contact information that the donor has agreed to release and provided to Cryobank for that purpose. Only a Registered Child, and not his or her parent(s), has the authority to request and be provided with an ID Donor's contact information.
  当注册孩子达到18岁时，精子库将按照他/她的书面要求向该孩子提供捐献者的全名、出生日期、最后一次得知的电话号码、电子邮件、实际地址以及其它联系信息，这些信息是捐献者同意用于此目的而提供给精子库的。只有注册的孩子，而不是他或她的父母，有权要求并获得身份捐献者的联系信息。

- If a Registered Child makes a request for donor information, Cryobank will take reasonable measures to authenticate the request, and the Registered Child will be required to sign a contract agreeing to use the information only for himself or herself, and not to share it with any third party.
  如果注册孩子提出要获知捐献者信息的请求，精子库将采取合理的措施对请求进行身份验证，注册孩子将被要求签署一份合同，同意仅为他/她自己使用该信息，不得与任何第三方分享。

- Cryobank makes reasonable efforts to stay in contact with all donors, and especially ID Donors, so that Cryobank can maintain updated information. Cryobank will release the best information Cryobank has at the time of a Registered Child's request; however, Cryobank cannot force donors to update their contact information and it is possible that the information Cryobank has may be outdated.
  精子库作出合理的努力，与所有捐献者，特别是身份捐献者保持联系，以便精子库可以维持信息的更新。 精子库将在注册孩子发出请求时发布精子库所有的最好的信息；然而，精子库不能强迫捐献者更新他们的联系信息，精子库所有的信息也可能已经过时。

- Cryobank does not guarantee any contact between the Registered Child and his or her donor, nor does Cryobank have any responsibility for the quality, frequency or other results of such contact.
  精子库不保证注册孩子与其捐献者之间的任何联系，精子库也不对此类联系的质量、频率或其它结果承担任何责任。

- If Client transfers sperm from an ID Donor to another intended parent (which requires Cryobank's prior consent), or if Client creates embryos with sperm from an ID Donor and then donates the embryos to another intended parent, then Client and the new recipient will both have to submit forms to Cryobank, documenting the transfer, in order for the new recipient to participate in the ID Donor Program. The required forms are available from Cryobank.
  如果客户将可知身份的捐精转让给另一个意向父母（需要精子库的事先同意），或者客户通过身份捐献者的捐精产生了胚胎，然后将胚胎转让给另一个意向父母，则客户和新的接受者都必须向精子库提交相关的表格、转让记录，以便新接受者可参与身份捐献者的计划。所需的表格可从精子库处获得。

Storage Terms and Conditions
存储协议与条件

1. Storage Services. At Client's request, Cryobank will store Client's Vials at its facility in accordance with applicable law and our standard policies and procedures.

存储服务。 应客户的要求，精子库将根据适用法律和我们的标准原则和流程，将客户的样本小管存储在其库房里。

2. Storage Fees. Storage, handling, removal and other fees and payment options are listed on the Cryobank website and are subject to change. Client is responsible for prompt payment of all applicable fees. At the time Client chooses to store Vials at Cryobank, Client will choose a payment option, including method of payment, which will be acknowledged at that time.

存储费用。 存储、处理、清除和其它费用和付款选项均列在精子库的网站上，可能会有所变动。 客户有责任及时支付所有适用的费用。客户选择在精子库存储小管捐精时，客户还将选择一种支付选项，包括付款方式，当时将被确认。

(a) All storage, removal and handling fees must be paid in full before extending or renewing the chosen storage period. If Client has chosen to pay by credit card, Client will be charged at the monthly storage rate on the credit card provided each month until Client requests otherwise.

在延长或更新所选择的储存期之前，必须全额支付所有的存储、清除和处理费用。如果客户选择通过信用卡支付，费用将通过客户提供的信用卡按每月的存储费率收取，直到客户要求停止为止。

(b) To cancel a pre-paid billing arrangement, Client must notify Cryobank in writing. Cryobank will retain an amount equal to its then-current monthly storage fee for each month of storage actually used, and a $50.00 administrative fee, and refund the balance (if any) to Client, without interest. Clients whose insurance or fertility benefits provider paid Cryobank directly for storage will not receive any refund.

若要取消一个预付款，客户必须书面通知精子库。精子库将保留其实际使用了的存储月的储费金额，以及 50 美元的管理费用，并将余额（若还有）退还给客户，无利息。由保险或生育福利提供商直接向精子库支付存储费用的客户将不会收到任何退款。

(c) Cryobank may pursue collection of overdue storage charges, including referral of claims to a collection agency. In that event, Client will pay all costs of collection including any reasonable fees charged by the collection agency, other costs of collection, and reasonable attorney's fees.

精子库可追讨逾期存储费，包括将索赔转交给收款机构。在这种情况下，客户将支付所有的收款费用，包括收款机构收取的合理费用、收款的其它费用和合理的律师费。

3. Release From Storage. The conditions and procedures for the release of Client's stored Vials, either for shipment to Client's physician or for any other reason, are designed to comply with legal requirements, protect Client's rights to and interests in the Specimens and assure a reliable chain of custody. Client acknowledges that Cryobank may modify the release requirements in its sole discretion to reflect changes in industry practice, laws or regulations. Client will comply with all release conditions and procedures, which may be obtained by contacting Cryobank. Cryobank will not ship Vials until Client's outstanding storage balance, if any, has been paid in full.

存储发放。无论是用于运送到客户的医生处或出于任何其它原因，发放客户存储的小管捐精的条件和程序须符合法律要求，保护客户对样本的权利和利益，确保可靠的监管链。 客户认可，精子库可以根据行业惯例、法律或法规的变化而自行决定修改发放的要求。 客户可以通过联系精子库获得发放的条件和程序，并遵守这些条件和程序。 若客户未全款支付存储的余额（若有的话），精子库将不会发货。

(a) Ship to Designated Physician. In general, only Client may have access to Client's account information, and only Client or the physician named on the first page of this Agreement may authorize Cryobank to ship Client's Vials to that physician for the purpose of fertility treatment.

运输给指定医师。 一般来说，只有客户可以访问客户的帐户信息，只有客户或本协议第一页上指定的医生可以授权精子库为了生育治疗目的将客户的小管样本运送到该医生处。

Client may designate an additional individual below to receive information about Client's account and/or to authorize shipment of Client's Vials for Client's or the designated individual's use to attempt pregnancy. Client's decision to authorize Cryobank to share Client's account information with someone else is voluntary. Client understands that Client's account information may include personal information, including protected health information, about Client that Client has provided to Cryobank, including without limitation the number and prep type(s) of donor semen ordered, donor numbers, payment history and medical information. The person who receives it may not be covered by federal privacy regulation, and the information could be further disclosed. Client may change this designation only by notifying Cryobank in writing.
客户可以额外指定下列个人接收有关客户帐户的信息和/或授权将客户的小管捐精发送给客户或指定个人用于尝试怀孕的目的。 客户可自愿决定授权精子库与其他人分享客户的帐户信息。 客户了解客户的帐户信息可能包括客户提供给精子库关于客户的个人信息，包括受保护的健康信息，包括但不限于订购捐精的数量和准备类型、捐献者编号、付款历史和医疗信息。 接收到该信息的人可能不受联邦隐私条例的约束，可能进一步导致信息的披露。 客户可以通过书面通知精子库来更改此接收人。

Designated Individual: _____
指定人员
May access Client's account information: ☐ *Yes是* ☐ *No否*
可访问客户的账户信息
May authorize shipment of Client's Vials to the physician to attempt pregnancy: ☐ *Yes是* ☐ *No否*
可授权将客户的小管捐精运输给医生用于尝试怀孕的目的

(b) Other Disposition. Only Client may authorize any other disposition of Client's Specimens, such as shipment to a different physician or storage facility, donation for research or destruction, and Cryobank may require a written, signed and notarized instruction to verify and authenticate Client's request. Cryobank has forms available for this purpose. Client may also be able to return Specimens that have been stored exclusively at the Cryobank for a partial refund. Cancellation and refunds are not available to Clients whose insurance or fertility benefits provider paid Cryobank directly for Vials. Additional information is set forth on the Cryobank website and is subject to change.
其他处置。 只有客户可以授权对客户的样本进行任何其他处置，例如运送到不同的医师或存储设施处，捐赠用于研究或销毁，而精子库可能需要书面的、签名的和公证的指示来验证和认证客户的请求。精子库提供可用于此目的表格。 客户还可以退回已经专门存储在精子库的样本，并进行部分的退款。 由保险或生育福利提供商直接向精子库支付小管捐精费用的客户，无法享受取消和退款服务。其它信息可在精子库网站上获取，这些信息可能会更改。

4. Limitation of Damages. While very unlikely, there is the possibility that stored Specimens may be lost or destroyed. In that case, Client acknowledges that any resulting damage to Client would be highly conjectural, speculative and difficult to determine. Accordingly, pursuant to Section 204(2) of Title 8.7 of the Code of Virginia, Cryobank's liability for damages caused by its failure to satisfy the standard of care applicable to its provision of storage services will be limited to an amount equal to the storage charge for the year in which the loss occurs plus the fees client paid to acquire the lost or destroyed Vials.
损怀赔偿限制。虽然不大可能，但存储的样本也可能会丢失或毁坏。在这种情况下，客户承认，由此对客户产生的任何损坏都是是高度推测性、投机性和难以确定的。因此，根据弗吉尼亚州法律第8.7条第204（2）节，精子库由于不符合其提供存储服务的保养标准而造成的损坏赔偿责任将限于损坏发生当年的存储费金额和客户已支付的购买丢失或被损的小管样本的费用。

5. Termination of Storage Services. Cryobank's responsibility for storage will cease upon the occurrence of any one or more of the following events:
终止存储服务。 任何一个或多个以下事件发生时，精子库的存储责任将会终止：

(a) No More Vials. All stored Specimens have been released in accordance with Section 3.
没有更多的小管捐精可存储。 所有存储的样本已按照第 3 节的要求离库。

(b) Past-Due Account. Client fails to pay storage or other fees within 180 days after the due date. Cryobank will send written notice, via U.S. Mail, of non-payment to Client's latest address on file. If a notice is returned for

insufficient or wrong address or similar reason, or if no written response is received from either Client or Client's authorized representative, Cryobank's storage obligations will terminate automatically. Client must notify Cryobank of any change of address. Cryobank is not obligated to track down Client.

到期账户。 若客户在账户到期日后 180 天内未能支付存储费或其它费用，精子库将通过美国邮政向客户档案里最新的地址发送关于未付款项的书面通知。 若因为地址不正确或错误而将通知退回，或未收到客户或客户授权代表的书面回复，精子库的存储义务将自动终止。 客户必须通知精子库任何地址的变更。精子库没有义务跟踪客户。

(c) Facility Closure. If Cryobank plans to close its storage facility, Cryobank will notify Client and give Client at least thirty (30) days to transfer or otherwise dispose of Client's Specimens. If Client does not respond, Cryobank will have the right to transfer Client's Specimens and associated documentation, and assign its storage obligations, to another suitable storage facility. In that case, Cryobank will notify Client about the transfer and provide contact information for the new facility.

设施关闭。 如果精子库计划关闭其存储设施，精子库将通知客户，并给予客户至少三十(30）天的时间转移或以其它方式处置客户的样本。 如果客户没有回应，精子库有权将客户的样本和相关文档转移给其它合适的存储设施，并将其存储义务分配给其他合适的存储设施。 在这种情况下，精子库将通知客户有关转移的信息并提供新设施的联系信息。

(d) Notice. Either Cryobank or Client may notify the other party that it will terminate storage for any reason or for no reason. The notice must be given in writing at least thirty (30) days prior to the termination date.

通知。 精子库或客户均可能会通知对方，由于任何原因或无理由地终止存储。 通知必须在终止日期前至少三十（30）天内以书面形式发出。

6. Effect of Termination. Upon termination of storage services for any reason:

终止效力。 因任何理由终止存储服务后：

(a) Account Settlement. Pre-paid but unused storage fees will be refunded in accordance with Section 2(b) above. Storage fees then due and owing must be paid.

结算。 预付了但未使用的储存费将根据上述第 2（b）节退还。 到期和逾期的存储费必须支付。

(b) Transfer or other Disposition. If any Vials are then in storage, Client will make arrangements to transfer them and the associated documents to Client's clinic or another permissible storage facility, or to dispose of them in another permissible way, within thirty (30) days of the notice of termination. Storage fees will continue to accrue until all Vials are shipped or otherwise disposed of.

转移或其它处置。 对于存储的任何小管样本，客户将在收到终止通知后三十（30）天内作出安排，将其和相关文件转移给客户的诊所或其它允许的存储设施，或以其它允许的方式处置。 存储费将继续累积，直到所有小管样本被运走或以其它方式处理完毕。

(c) Abandonment. If any Vials are then in storage and Client does not make arrangements for their transfer or other disposition within the specified period, then the Vials will be deemed "abandoned" by Client, and automatically become the sole and exclusive property of Cryobank, all right, title, claim and interest therein being transferred, conveyed and delivered to Cryobank by the execution of this Agreement.

放弃。对于存储的任何小管样本，若客户未能在特定的时间内作出安排，将其转移或做其它处置，则这些小管样本将视为被客户"放弃"，并自动成为精子库的独有财产，包括所有因执行本协议而产生的转移、转让和运输的相关权利、索赔和利益。

To utilize storage services, please contact a client services representative for applicable fees and methods of payment.

如需使用存储服务，请联系客户服务代表了解适用的费用和付款方式。