

What the Cryobank Agrees To Do:

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.

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.

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.

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.

1.5. Medical and Genetic Updates. Cryobank enters into agreements with donors in which they promise to report any new or newly-discovered medical or genetic issues that could affect donor-conceived offspring; Cryobank enters into agreements like this one with clients in which they promise to report any medical or genetic issues affecting their donor-conceived offspring. Cryobank will make reasonable efforts to follow-up with donors and clients, in order to monitor the health status of donors and their offspring; however, Cryobank cannot compel such reporting, and may not be able to obtain this type of information. Cryobank places reported medical updates on donors' profiles on the website. Client may also check donor medical status at any time by calling Client Services at 1-800-338-8407.

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

1.7. Donor Restrictions. If Cryobank receives a report of a serious medical or genetic issue affecting a donor or his offspring that may indicate increased health risks for other offspring, its medical director or medical geneticist will investigate the situation and determine whether the donor should be "restricted" or withdrawn from the donor program. 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 update the donor's profile on the website.

1.8. Shipping. Cryobank's authorized Canadian distributor will ship Client's order to Client's clinic in a specially designed liquid nitrogen tank that will keep Specimens frozen for seven (7) days, with Day 1 being the date of shipment. Vials shipped from the distributor may not be returned for refund or credit.

What the Cryobank Does Not Agree To Do:

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 birth defect or mental deficiency. Cryobank uses robust screening and testing criteria to reduce risk as much as possible, *but Cryobank cannot eliminate the risk*. Even if donor testing shows normal results, the tests have limitations and may not always be reliable, even when properly administered. Client assumes this risk.

2.2. All Possible Testing. Cryobank does not test for all genetic disorders and infectious diseases. Not all genetic disorders or infectious diseases have tests, or it is impractical or otherwise not feasible to do such tests. 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.

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.

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.

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.

No Warranties / Limitation of Cryobank's Liability
<p>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.</p> <p>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.</p> <p>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.</p> <p>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. If Client has expectations that Cryobank is or should be responsible for any other type of risk, cost or expense, then we're sorry, but Cryobank is not the right sperm bank for Client.</p>

Accepted and Agreed:

Intended Parent Signature:

Cryobank Signature:

Name: _____

Name: _____

Date: _____

Title: _____

