



Fairfax ID Reserve Terms of Use

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.

PLEASE LIST YOUR NAME EXACTLY AS YOU WANT THE ACCOUNT LISTED.

Intended Parent's First and Last Name: _____ Date (MM/DD/YYYY): _____

Intended Parent's Social Security Number (last 4 digits) _____

Intended Parent's Date of Birth (MM/DD/YYYY): _____

Intended Parent's Email Address: _____ Phone Number: _____

Intended Parent's Home Address: _____

City: _____ State: _____ Zip code: _____

Co-Intended Parent's First and Last Name: _____

Physician's Name: _____

Clinic: _____

Physician's Shipping Address: _____

Physician's City: _____ Physician's State: _____

Physician's Zip or Postal Code: _____ Physician's Country (if outside of United States): _____

Physician's Phone Number (include country code if international): _____

Physician's Fax Number: _____

Physician's Contact Email Address: _____

For Cryobank Use Only:

Account # _____ Date Entered: _____

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. 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.

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 Fairfax ID Reserve donor sperm thawed at Client's clinic ("Vial") fails to meet this quality standard, as documented by the clinic in accordance with Cryobank's guidelines, then Cryobank will give Client a full refund of the amount paid for the Vial. Cryobank provides clear and detailed instructions for specimen handling and complaint reporting with every shipment. The criteria for qualifying for a refund 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 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.

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.

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.

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.

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.**

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.

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.

about donors and offspring. Client acknowledges and agrees that Cryobank can only limit the number of clients who purchase Fairfax ID Reserve Donor Vials directly from Cryobank and that Cryobank cannot be held responsible and will have no liability if any client later transfers ownership of Fairfax ID Reserve Donor Vials or embryos created using Fairfax ID Reserve Donor Vials to another recipient.

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 form 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.

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 parental rights in Client’s jurisdiction.

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.

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.

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

Terms and Conditions of Cryobank’s Quality Standard Guarantee:

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 at 1-800-338-8407. Cryobank must receive the completed Specimen Complaint Form within thirty (30) days after the Specimen was thawed.

Specimen Type	Total Motile Cells/ milliliter (TMC)	Clinical Use
IUI	10 million/vial	Pre-washed vials, ready for intrauterine insemination (IUI)
ICI	10 million/vial	Ready for intracervical insemination (ICI) or can be washed for IUI specimen
IVF	5 million/vial	Ready for ICI or can be washed for use as an IUI or IVF with/without ICSI
IUI ART	> 6 million/vial	Ready for IUI individually or combined, or can be washed post thaw and used for IVF with/without ICSI
ICI ART	> 6 million/vial	Ready for ICI individually or combined, or can be washed post thaw and used for IUI or IVF with/without ICSI
ICSI-W	>3 million/vial	Washed vials, ready for ICSI/IVF, can be used for IUI (we recommend ordering multiple vials)
ICSI	>3 million/vial	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)

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*

Storage Terms and Conditions

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.

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.

(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.

(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.

(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.

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.

(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.

Client may designate an 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.

Designated Individual: _____

May access Client's account information: Yes No

May authorize shipment of Client's Vials to the physician to attempt pregnancy: Yes No

(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.

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.

5. Termination of Storage Services. Cryobank's responsibility for storage will cease upon the occurrence of any one or more of the following events:

(a) No More Vials. All stored Specimens have been released in accordance with Section 3.

(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.

(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.

(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.

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

(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.

(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.

(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.

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