

Terms and Conditions of Use of Products or Services

Scope and Purpose of this Disclaimer

This disclaimer document governs your use of products and services provided by CAN-AM Cryoservices. By submitting an order for products or services, you agree to and accept this disclaimer in full. CAN-AM Cryoservices reserves the right to modify these terms at any time..

Payment for Products and Services provided by CAN-AM Cryoservices

Payment in full must be received by CAN-AM Cryoservices prior to the shipment of donor sperm or donor eggs, and the provision of any products or services related to the distribution or use of donor sperm, donor eggs, cryogenic storage services, consulting services or cryogenic equipment. Forms of payment accepted include bank drafts, e-transfers, Visa and MasterCard. In-person cash or debit purchases may be completed at the discretion of CAN-AM Cryoservices (Hamilton, ON location only). CAN-AM Cryoservices shall not be responsible for financial, legal, medical or other hardships or consequences resulting from the failure of receipt of advance payment in full by CAN-AM prior to the delivery of promised goods or services.

Safety and Efficacy

CAN-AM Cryoservices uses screening and testing information provided by processors of donated reproductive tissues to import and distribute donor semen in accordance with the Processing and Distribution of Semen for Assisted Conception Regulations (1996, 2000) ("Semen Regulations"), and to import and distribute donor semen, donor eggs and embryos in accordance with the Semen Regulations, the Assisted Human Reproduction (AHR) Act (2004) and AHR (Section 8 Consent) Regulations (2007), and Guidance provided by Health Canada.

Donor information contained in donor profiles, photos and other materials can be accessed at nwcryobank.ca or by contacting CAN-AM Cryoservices. ***CAN-AM Cryoservices makes no claims or guarantees as to the accuracy of information provided by processors, nor to the efficacy of, or the safety of, the use of donor semen or donor eggs in excess of Canadian statutory and regulatory requirements.***

CAN-AM Cryoservices cannot and does not guarantee nor promise that pregnancy will occur from the therapeutic use of donor sperm, donor eggs, Client-banked sperm or embryos created from any such sperm or eggs. As the incidence of birth defects, including mental deficiencies, is 3%-4% in the general population, CAN-AM cannot and does not guarantee that any pregnancy or offspring resulting from the use of sperm or eggs distributed by CAN-AM Cryoservices will be free from genetic disorder, defect or infectious disease.

Donor Availability and Selection

CAN-AM Cryoservices displays information pertaining to donors and their inventory as supplied from processors, and ***cannot guarantee the accuracy of the information provided.*** CAN-AM cannot guarantee the availability of a specific donor's inventory prior to payment, including but not limited to the type, preparation, quantity, quality or any other aspect of the donor sperm or eggs, even in the case of replacement or reserve orders.

By submitting an order request with more than one donor choice, the client agrees that CAN-AM Cryoservices may select any of the donor choices to provide to the client.

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Refund and Replacement Policy

Clients may cancel pending orders prior to payment without penalty. Cancelled orders for undelivered products or services for which payment has been received, other than donor sperm and donor eggs, are eligible for a refund of purchase price, less an administration fee.

Cancelled orders for donor sperm or donor eggs for which payment has been received may be eligible for a partial refund of purchase price, less an administration fee, ***only within 12 months of original purchase and only if the donor sperm has never left the premises of CAN-AM Cryoservices, or the donor eggs have never left the premises of NW Cryobank.*** Clients eligible for refund of cancelled orders of donor sperm or of donor eggs may alternatively choose an equivalent supply of donor sperm or donor eggs (where available). **Fulfillment of any guarantee provided by NW Cryobank of donor sperm or donor eggs distributed by CAN-AM Cryoservices is the responsibility of, and at the sole discretion of NW Cryobank and not of CAN-AM Cryoservices.**

Legal jurisdiction

The Federal laws of Canada and the Provincial laws of Ontario shall otherwise govern your use of services or products provided by CAN-AM Cryoservices where these terms and conditions are not clear or incomplete and you hereby agree to submit to the exclusive jurisdiction of the Canadian Federal and Provincial court system.

Limited Liability

CAN-AM Cryoservices and its officers, employees, contractors or gamete suppliers shall not be liable for any loss or damage arising from or otherwise in connection with your use of any information, function, or service of CAN-AM Cryoservices, including the use and content of its website (www.canamcryo.com). By signing below, I agree: 1) that I have reviewed all available donor information and am making an informed choice to use donor gametes, and; 2) to the Terms and Conditions of this document on behalf of myself, my present and prospective intimate partner(s), and any offspring that may arise as a result of my use of donor sperm or donor eggs or embryos obtained through CAN-AM Cryoservices.

Name

Signature

Date