

CAN-AM CRYOSERVICES CORP. (hereinafter “CAN-AM Cryoservices”) Donor Egg & Sperm Bank

**Terms and Conditions of Use of Human Reproductive Material (HRM) and/or Embryo(s)
(Online)**

A. Scope and Purpose of this Document

1. This document contains disclaimers and exclusions of liability and governs your use of HRM [which includes the whole or any portion of human egg(s), ovum/ova, semen or sperm] and/or Embryo(s) provided to CAN-AM Cryoservices by self-banking Clients or by Third Party Processors. By submitting an order for HRM and/or Embryo(s), you agree to and accept the terms of this document. ***If you disagree with any part of this document, do not complete your order, as completion of your order means that you agree with and accept all of the terms of this document.*** CAN-AM Cryoservices reserves the right to modify these terms at any time, and thus, you should check for changes before proceeding with your order.

B. Service and Payment

1. Client acknowledges and agrees that fees paid to CAN-AM Cryoservices are for the storage and transfer of HRM and/or Embryo(s) and for the use of HRM and/or Embryo(s) provided to CAN-AM Cryoservices by Third Party Processors.
2. Payment in full must be received by CAN-AM Cryoservices prior to the shipment of HRM and/or Embryo(s), and prior to the provision of any storage or transfer services related to the use of HRM and/or Embryo(s). Forms of payment that will be accepted, including bank drafts, e-transfers, Visa, Wire transfers and MasterCard, are at the sole discretion of CAN-AM Cryoservices. CAN-AM Cryoservices shall not be responsible for financial, legal, medical, psychological health or other consequences or hardships resulting from any delay or failure in the delivery of HRM and/or Embryo(s) arising from the Client’s delay or failure in making payment in full to CAN-AM Cryoservices.
3. Client acknowledges and agrees that the use of CAN-AM website services requires the electronic transmission and receipt of information between CAN-AM and the user, including, but not limited to, correspondence, documentation and the processing and transmission of payment by Email through the internet, and is not guaranteed to be a secure, confidential or prompt means of communication. As such, transmitted information could be intercepted, lost, destroyed, tampered with, received late, incomplete, or contain viruses. CAN-AM accepts no responsibility or liability for any errors and omissions, loss or damage from use, including damage from viruses, or breach of any confidentiality related to the contents of this information which arise as a result of electronic transmission.

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C. Safety and Efficacy

1. CAN-AM Cryoservices makes available screening and testing information provided by Third Party Processors of HRM and/or Embryo(s) to import and distribute in accordance with applicable statutes, guidelines and regulations, including the Processing and Distribution of Semen for Assisted Conception Regulations (1996, 2000) (“Semen Regulations”), the Assisted Human Reproduction (AHR) Act (2004) and AHR (Section 8 Consent) Regulations (2007), and Guidance provided by Health Canada. **CAN-AM Cryoservices makes no representation, warranties, claims or guarantees as to the accuracy of the screening and testing information provided by the Third Party Processors, nor as to the efficacy, or safety of the use of HRM and/or Embryo(s) provided by the Third Party Processors.**
2. CAN-AM Cryoservices cannot and does not represent, warrant, guarantee or promise that pregnancy will occur from the therapeutic use of: HRM and/or Embryo(s) provided by the Third Party Processors, or; Client-banked HRM and/or Embryos, or; Embryos created from Client-banked HRM.
3. As the incidence of birth defects, including mental deficiencies, is 3-4% in the general population, CAN-AM Cryoservices cannot and does not represent, warrant or guarantee that any pregnancy or offspring resulting from the use of HRM and/or Embryo(s) obtained from CAN-AM Cryoservices will be free from genetic disorder, defect of infectious disease or any other health problems whatsoever.
4. The Client hereby acknowledges and agrees that CAN-AM Cryoservices does not carry out any inspection, innovation or inquiry with respect to the quality or fitness for purpose of any of the HRM and/or Embryo(s) provided by self-banking Clients or by Third Party Processors.

D. Donor Availability and Selection

1. CAN-AM Cryoservices displays information pertaining to donors and their inventory as supplied by Third Party Processors, and **does not represent, warrant or guarantee the accuracy or completeness of the information provided by Third Party Processors.** CAN-AM Cryoservices does not represent, warrant or guarantee the availability of specific donor(s) of HRM and/or Embryo(s) inventory prior to payment, including but not limited to the type, preparation, quantity, quality, or any other aspect of the HRM and/or Embryo(s) even in the case of replacement or reserve orders.
2. 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 in its sole and absolute discretion.

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E. Refund and Replacement Policy

1. 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 HRM and/or Embryo(s), are eligible for a refund of purchase price, less an administration fee.
2. Cancelled orders for donor HRM for which payment has been received may be eligible for a partial refund of purchase price, less an administration fee under the following conditions: ***cancellation occurs within 12 months of original purchase, and; HRM has never left the premises of CAN-AM Cryoservices (in the case of donor sperm) or Third-Party Processor (in the case of donor eggs). Cancelled orders for Embryo(s) are not eligible for a refund.***
3. Clients eligible for refund of cancelled orders of donor HRM may alternatively choose an equivalent supply of donor HRM (where available).
4. Fulfillment of any warranty or guarantee provided by any Third Party Processor of HRM and/or Embryo(s) distributed by CAN-AM Cryoservices is the responsibility of, and at the sole discretion of, the Third Party Processor and not of CAN-AM Cryoservices.

F. Legal jurisdiction

1. The Federal laws of Canada and the Provincial laws of Ontario shall otherwise govern this Agreement and you hereby agree to submit to the exclusive jurisdiction of the Canadian Federal and Provincial court system.

G. Limited Liability

1. CAN-AM Cryoservices and its shareholder, directors, officers, employees, contractors shall not be liable for any loss or damage arising from or otherwise in connection with your use of any information, function, or services of CAN-AM Cryoservices, including the use and content of its website (www.canamcryo.com).
2. By participating in this transaction, I agree 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 HRM and/or Embryo(s) obtained through CAN-AM Cryoservices.
3. This Agreement shall be binding upon the individual(s) participating in the transaction and upon the heirs, executors, legal representatives, successors and assignees of the individual(s) participating in the transaction.