

Terms and Conditions of ReproTech Payment Portal

This ReproTech Payment Portal ("Payment Portal") is owned and operated by ReproTech LLC (the "Company"). These Terms set forth the terms and conditions under which you may use our Payment Portal as offered by us. This Payment Portal offers clients the ability to pay storage fee invoices, update their Auto-Pay credit card, and initiate communication with ReproTech's Customer Service department. By accessing or using the Payment Portal, you approve that you have read, understood, and agree to be bound by these Terms. The Terms and Conditions set forth apply only to the use of the ReproTech Payment Portal; all clients have on file a signed Cryostorage Agreement where the Terms and Conditions of Cryostorage are maintained.

In order to use our website and/or receive our Payment Portal, you must be at least of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this Payment Portal if doing so is prohibited in your state or under any law or regulation applicable to you.

Service Provided by the Company

All Terms and Conditions of Cryostorage, including the services provided, terms of payment, collections, and termination of service are outlined in the Cryostorage Agreement signed by the Client and maintained in the Client's account. Clients may request a copy of their signed Cryostorage Agreement by contacting the Company. Only the client or a representative for whom the client has previously submitted a signed Personal Health Information release are entitled to a copy of the Cryostorage Agreement.

Methods of payment

Information related to accepted payment methods are made available during the purchasing process.

If payment through the available methods fail or is refused by the payment service provider, the Client shall be required to submit payment according to the terms and conditions of the signed Cryostorage Agreement. Any possible costs or fees resulting from the failed or refused payment shall be borne by the Client.

Automatic Payments

Updating a credit card through the Payment Portal signals an acceptance to enroll in Auto-Pay.

Clients may cancel an automatic payment by emailing portal@reprotech.com and including the following in the body of the email:

- 1) Name and date of birth of the Client(s),
- 2) Client Account number (optional),
- 3) Email request "I am writing to stop automatic payments from my credit card to ReproTech for my scheduled storage fee payments. I understand I am still responsible for all storage fees until I have completed the steps for Termination of Account."

To avoid charges for a recurring payment for future storage, requests should be sent at least 15 days in advance of next scheduled payment. Clients are still responsible for all accruing storage fee payments until all terms have been met for Termination of Account outlined in their signed Cryostorage agreement.

Terms of use of the ReproTech Payment Portal ("Application")

Unless otherwise specified, the terms of use detailed in this section apply generally when using this Application. These terms of use are in reference to use of the ReproTech Payment Portal only; All Terms and Conditions of Cryostorage, including the services provided, terms of payment, collections, and termination of service are outlined in the Cryostorage Agreement signed by the Client and maintained in the Client's account.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using this Application, Clients confirm to meet the following requirements:

- They are the Client or authorized representative of the ReproTech Client.

Account registration

To use the Payment Portal, Clients must have an email address on file and an active account with the Company, providing all required data or information in a complete and truthful manner. Failure to do so will cause unavailability of the Payment Portal.

Clients are responsible for keeping their login credentials confidential and safe.

By registering, Clients agree to be fully responsible for all activities that occur under their Client account. Clients are required to immediately and unambiguously inform the Company, if they think their personal information, including but not limited to Client accounts, access credentials or personal data, have been violated, unduly disclosed, or stolen.

Account termination

Clients can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Company and following the terms and conditions of their previously signed Cryostorage Agreement.

Account suspension and deletion

The Company reserves the right, at its sole discretion, to suspend or delete at any time and without notice, Client Payment Portal accounts which it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of Client Payment Portal accounts shall not entitle Clients to any claims for compensation, damages, or reimbursement.

The suspension or deletion of accounts due to causes attributable to the Client does not exempt the Client from paying any applicable fees or prices.

Content on this Application

Unless where otherwise specified or clearly recognizable, all content available on this Application is owned or provided by the Company or its licensors.

The Company undertakes its utmost effort to ensure that the content provided on this Application infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of Clients to enforce their rights, Clients are asked to preferably report related complaints to the Company.

Rights regarding content on this Application — All rights reserved

The Company holds and reserves all intellectual property rights for any such content.

Clients may not therefore use such content in any way that is not necessary or implicit in the proper use of the Payment Portal.

In particular, but without limitation, Clients may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on this Application, nor allow any third party to do so through the Client or their device, even without the Client's knowledge.

Where explicitly stated on this Application, the Client may download, copy and/or share some content available through this Application for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Company are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Access to external resources

Through this Application Clients may have access to external resources provided by third parties. Clients acknowledge and accept that the Company has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

This Application and the Payment Portal may only be used within the scope of what they are provided for, under these Terms and applicable law.

Clients are solely responsible for making sure that their use of this Application and/or the Payment Portal violates no applicable law, regulations, or third-party rights.

Therefore, the Company reserves the right to take any appropriate measure to protect its legitimate interests including by denying Clients access to this Application or the Payment Portal, terminating contracts, reporting any misconduct performed through this Application or the Payment Portal to the competent authorities – such as judicial or administrative authorities — whenever Clients engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Company's legitimate interests;
- offend the Company or any third party.

Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to this Application are held by the Company and/or its licensors.

Subject to Clients' compliance with and notwithstanding any divergent provision of these Terms, the Company merely grants Clients a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Payment Portal within the scope and for the purposes of this Application and the Payment Portal offered.

This license does not grant Clients any rights to access, usage, or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Company's or its licensors' sole property.

All rights and license grants to Clients shall immediately terminate upon any termination or expiration of the Agreement.

Client rights

Liability and indemnification

US Clients

Disclaimer of Warranties

This Application is provided strictly on an “as is” and “as available” basis. Use of the Payment Portal is at Clients’ own risk. To the maximum extent permitted by applicable law, the Company expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by Client from Company or through the Payment Portal will create any warranty not expressly stated herein.

Without limiting the foregoing, the Company, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Payment Portal will meet Clients’ requirements; that the Payment Portal will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Payment Portal is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Payment Portal is downloaded at Clients own risk and Clients shall be solely responsible for any damage to Clients’ computer system or mobile device or loss of data that results from such download or Clients’ use of the Payment Portal.

The Company does not warrant, endorse, guarantee, or assume responsibility for any product advertised or offered by a third party through the Payment Portal or any hyperlinked website or service, and the Company shall not be a party to or in any way monitor any transaction between Clients and third-party providers of products or services.

The Payment Portal may become inaccessible or it may not function properly with Clients’ web browser, mobile device, and/or operating system. The Company cannot be held liable for any perceived or actual damages arising from Payment Portal content, operation, or use of this Payment Portal.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Clients. This Agreement gives Clients specific legal rights, and Clients may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Company, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for

- any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Payment Portal; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Payment Portal or Client account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from Client access to or use of the Payment Portal;
- any unauthorized access to or use of the Company’s secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Payment Portal;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Payment Portal;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Payment Portal.
- the defamatory, offensive, or illegal conduct of any Client or third party. In no event shall the Company, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding

the amount paid by Client to the Company hereunder in the preceding 12 months, or the period of duration of this agreement between the Company and Client, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to Client. The terms give Client specific legal rights, and Client may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The Client agrees to defend, indemnify and hold the Company and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- Client's use of and access to the Payment Portal, including any data or content transmitted or received by Client;
- Client's violation of these terms, including, but not limited to, Client's breach of any of the representations and warranties set forth in these terms;
- Client's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- Client's violation of any statutory law, rule, or regulation;
- any content that is submitted from Client's account, including third party access with Client's unique login, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- Client's wilful misconduct; or
- statutory provision by Client or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

Common provisions

No Waiver

The Company's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Payment Portal Service interruption

To ensure the best possible service level, the Company reserves the right to interrupt the Payment Portal for maintenance, system updates or any other changes, informing the Clients appropriately.

Within the limits of law, the Company may also decide to suspend or terminate the Payment Portal altogether.

Additionally, the Payment Portal might not be available due to reasons outside the Company's reasonable control, such as "force majeure" (eg. labor actions, infrastructural breakdowns or blackouts etc).

Payment Portal reselling

Clients may not reproduce, duplicate, copy, sell, resell or exploit any portion of this Application and of its Payment Portal without the Company's express prior written permission, granted either directly or through a legitimate reselling program.

Privacy policy

To learn more about the use of their Personal Data, Clients may refer to the privacy policy of the Company.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to this Application are the exclusive property of the Company or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with this Application are, and remain, the exclusive property of the Company or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Company reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Company will appropriately inform the Client of these changes.

Such changes will only affect the relationship with the Client for the future.

The continued use of the Payment Portal will signify the Client's acceptance of the revised Terms. If Clients do not wish to be bound by the changes, they must stop using the Payment Portal. Failure to accept the revised Terms, may entitle either party to terminate the access to the Customer Payment Portal. Termination of ReproTech services is covered by the Termination of Account in the client's signed Cryostorage Agreement.

The applicable previous version will govern the relationship prior to the Client's acceptance. The Client can obtain any previous version from the Company.

If required by applicable law, the Company will specify the date by which the modified Terms will enter into force.

Assignment of contract

The Company reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the Client's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Clients may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Company.

Contacts

All communications relating to the use of this Application must be sent using the contact information of the Company.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

EU Clients

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.

In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

These Terms are governed by the law of the place where the Company is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Exception for European Consumers

However, regardless of the above, if the Client qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Company is based, as displayed in the relevant section of this document.

Exception for European Consumers

The above does not apply to any Clients that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

Dispute resolution

Amicable dispute resolution

Clients may bring any disputes to the Company who will try to resolve them amicably.

While Clients' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of this Application or the Payment Portal, Clients are kindly asked to contact the Company at the contact details provided in this document.

The Client may submit the complaint including a brief description and if applicable, the details of the related transaction, to the Company's email address specified in this document.

The Company will process the complaint without undue delay and within 21 days of receiving it.

Online dispute resolution for Consumers

The European Commission has established an online platform for alternative dispute resolutions that facilitates an out-of-court method for solving any dispute related to and stemming from online sale and service contracts.

As a result, any European Consumer can use such platform for resolving any dispute stemming from contracts which have been entered into online. The platform is [available at the following link](#).