

9. ADDITIONAL REPRESENTATIONS AND AGREEMENTS

Client represents to Cryobank that Client is over the age of eighteen (18) and that Client's use of Cryobank's services is solely for personal use and not for redistribution, resale or other commercial purposes.

Client acknowledges and agrees that Client is the sole owner of any Client Specimens stored pursuant to this Agreement. Client may give or otherwise transfer the Specimens to a third party during storage, provided that Client notifies Cryobank in writing of said gift or transfer; and the recipient of the gift or transfer either (i) agrees in writing with Cryobank to be bound by all of the terms and conditions of this Agreement, and such recipient thereafter shall be deemed to be the Client hereunder for all purposes, or (ii) executes a new Specimen Storage Agreement with Cryobank with respect to such Specimens.

Client is responsible for maintaining the confidentiality of Client's account and password, and Client hereby accepts responsibility and liability for all activities that occur under Client's account or password.

Client is responsible for notifying Cryobank in writing of any changes to Client's account profile, including, without limitation, Client's address, phone number, email address and credit card number. Cryobank shall not be required to, and shall have no obligation to initiate efforts to locate Client. In the event that Client fails to notify Cryobank of any change of address, Cryobank shall be deemed to have satisfied any notice obligation hereunder if it provides notice to the Client's address or email address most recently provided in writing by Client.

Cryobank and its affiliates reserve the right to refuse service, terminate accounts, or cancel orders in their respective sole discretion.

10. GENERAL PROVISIONS**10.1 Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, applicable to agreements entered into entirely between California residents and to be performed entirely within California, and thus without reference to conflict of law principles, regardless of where the Agreement is entered into or is to be performed, and exclusive jurisdiction and venue for resolving all disputes shall be in Los Angeles, California.

10.2 Compliance with Other Laws

Cryobank makes no representation that its products or services are appropriate for use outside of the United States. Those who choose to purchase or use its products or services in other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

10.3 Severability

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, and shall not affect the validity and enforceability of any remaining provisions, provided however, to the extent possible, any such unlawful, void or unenforceable provision shall be modified to make it valid and shall be enforced as modified, and this Agreement shall otherwise remain in full force and effect.

10.4 Amendment; Assignment; Entire Agreement; Electronic Delivery

Amendment. Cryobank reserves the right to modify and update this Agreement at any time by making changes to existing provisions, adding new provisions, or removing provisions. Any such modifications or updates by Cryobank will be posted on Cryobank's website at www.Cryobank.com. Cryobank will provide Client with notice of any such modifications or updates to this Agreement, and any such modifications or updates will become effective immediately upon provision of such notice (the "Notice Date"). Client may, within thirty (30) days after the Notice Date, provide a written notice of termination described in clause b) or clause c) of Section 5 (Termination) of this Agreement (the "Client Termination Notice"), in which case, this Agreement, shall continue in effect until the termination effected by such Client Termination Notice. Except as set forth above with the Client Termination Notice, Client's continued use of Cryobank's services, its website, and the services available through the website after any such modifications or updates by Cryobank shall be deemed Client's acceptance of such modifications or updates.

Assignment. This Agreement may be assigned by Cryobank to any individual, association, partnership, corporation or other form of entity which provides a similar service or intends after the assignment, to provide a similar service, whether or not as a part of a sale, transfer or assignment of all or part of Cryobank's business, or for other reasons or in other circumstances. This Agreement may not be assigned by Client except as specifically provided in Section 9 (Additional Representations and Agreements) above.

Entire Agreement. This Agreement and the attachments and exhibits hereto contains the entire understanding and agreement of the parties relating to the matters set forth herein. All prior agreements, negotiations and understandings relating to the matters set forth herein are integrated into and superseded by this Agreement. This Agreement may only be modified or amended in accordance with the terms of this Agreement set forth above (see *Amendment* paragraph above in this Section