

## **MyCRYOPDP'S TERMS OF USE**

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS MyCRYOPDP WEBPORTAL ("MyCRYOPDP" OR THE "WEBPORTAL"). THESE MyCRYOPDP TERMS OF USE (THE "TERMS OF USE") GOVERN YOUR ACCESS TO AND USE OF MyCRYOPDP. MyCRYOPDP IS AVAILABLE FOR YOUR USE ONLY ON THE CONDITION THAT YOU AGREE TO THE TERMS OF USE SET FORTH BELOW. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF USE, DO NOT ACCESS OR USE THE MyCRYOPDP. BY ACCESSING OR USING THE MyCRYOPDP, YOU AND THE ENTITY YOU ARE AUTHORISED TO REPRESENT ("YOU" OR "YOUR") SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF USE.

### **1. User Eligibility**

1.1 MyCRYOPDP webportal is provided by CRYOPDP [CRYOPDP shall mean CRYO International S.A.S. and its subsidiaries ("subsidiary" means any corporation or other business entity controlled directly or indirectly by CRYO International S.A.S.), and it's available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If You do not qualify, You are not permitted to use the MyCRYOPDP.

1.2 You shall keep the use and access permissions assigned to You secret, protect them against access by unauthorised third parties and not disclose them to unauthorised users. Only persons with a need to access MyCRYOPDP in order to use it on Your behalf shall be authorised by You ("authorised user"). You shall notify the authorised users about their obligation and shall obtain corresponding undertakings from the authorised users. You acknowledge Your own responsibility for the safekeeping, handling and use of MyCRYOPDP, also in relation to the shipments that may be requested by third parties through MyCRYOPDP. You agree to notify CRYOPDP immediately of any unauthorised use of Your account or password, or any other breach of security.

### **2. Scope of Terms of Use**

These Terms of Use govern Your use of the MyCRYOPDP webportal and all applications and software available on the MyCRYOPDP.

### **3. CRYOPDP's General Terms and Conditions**

CRYOPDP's General Terms and Conditions (the "CRYOPDP's General Terms and Conditions" that can be consulted at <https://www.cryopdp.com/terms-amp-conditions> applicable to the transportation and related services provided by CRYOPDP govern Your use of such CRYOPDP transportation and related services obtained through this MyCRYOPDP, in addition to any other terms and conditions that may be applicable to such transaction as provided in these MyCRYOPDP Terms of Use and the written Agreement(s) regarding those services. CRYOPDP's General Terms and Conditions are hereby incorporated into these Terms of Use, such that all references herein to the Terms of Use shall be deemed to include, to the extent applicable, CRYOPDP's General Terms and Conditions.

#### **4. Provision of MyCRYOPDP webportal**

There is no service-level agreement (an "SLA") with CRYOPDP. You acknowledge and agree that MyCRYOPDP webportal may not be available from time to time due to maintenance or service or network disruptions, and by Your use of MyCRYOPDP you agree to hold harmless CRYOPDP for any such service interruptions and for any inaccurate or incomplete copies of information due to transmission, printing or other technological difficulties with delivery. All content on the MyCRYOPDP webportal is presented only as of the date published or indicated and may be superseded by subsequent events.

#### **5. Information submitted through MyCRYOPDP**

5.1 Your submission of information through MyCRYOPDP is governed by these terms of Use. You represent and warrant that any information You provide through the MyCRYOPDP and to CRYOPDP is and will remain accurate and complete, and that You will maintain and update such information as needed. You will be solely responsible for any damage or consequence that may arise from the use of false or incorrect or incomplete information.

5.2 With respect to any individual whose personal information is provided by You to CRYOPDP through MyCRYOPDP, You represent to CRYOPDP that You have the authority to provide such information and that You have provided all necessary notice and obtained all necessary consents for the processing of such information contemplated by the Services You are using.

5.3 You accept that CRYOPDP will incur costs in processing the Orders You placed through MyCRYOPDP and that CRYOPDP may request You to compensate it in the event that You do not subsequently tender a shipment for the Orders at the expected pick-up time.

#### **6. Intellectual Property**

All texts, graphics, user interfaces, databases, trademarks, logos, and computer code (“Content”) including but not limited to the design, structure, selection, expression, “look and feel”, and arrangement of such Content in MyCRYOPDP is owned, or licensed by MyCRYOPDP and is protected by copyright and trademark laws and other intellectual property rights. Except as expressly provided in these MyCRYOPDP Terms of Use, no part of MyCRYOPDP and no Content may be copied, reproduced, republished, uploaded, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution, without CRYOPDP’s express prior written consent..

## **7. Restrictions on Use of the MyCRYOPDP webportal**

In addition to other restrictions set forth in these Terms of Use, You agree that:

- (a) You shall not disguise the origin of information transmitted through the MyCRYOPDP.
- (b) You will not place false or misleading information on the MyCRYOPDP.
- (c) You will not use or access any service, information, application or software available via the MyCRYOPDP in a manner not expressly permitted by CRYOPDP.
- (d) You shall take all necessary steps to ensure that You do not transmit or receive any computer viruses, worms or other programs whatsoever that may or are intended to damage, interfere with, intercept or expropriate any system, data or information whatsoever of CRYOPDP.
- (e) You may not use or access the MyCRYOPDP webportal in any way that, in CRYOPDP’s judgement, adversely affects the performance or function of the CRYOPDP systems, or the MyCRYOPDP webportal or interferes with the ability of authorised parties to access the CRYOPDP systems or MyCRYOPDP.
- (f) You may not frame or utilise framing techniques to enclose any portion or aspect of the Content or the Information, without the express written consent of CRYOPDP.

## **8. Termination**

You agree that CRYOPDP, in its sole discretion, may terminate or suspend Your use of the MyCRYOPDP webportal, the CRYOPDP systems, Information and Content at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, You must immediately (a) discontinue use of the MyCRYOPDP, and (b) destroy any copies You have made of any portion of the Content. Accessing MyCRYOPDP, the CRYOPDP’s Systems or Information after such termination, suspension or discontinuation shall constitute an act of trespass. Further, You agree that CRYOPDP shall not be liable to You or any third party for any termination or suspension of Your access to MyCRYOPDP, the CRYOPDP Systems, Information and/or the Services.

## **9. Disclaimer of Warranties**

9.1 CRYOPDP MAKES NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING MyCRYOPDP, THE CRYOPDP's systems, THE INFORMATION OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK.

9.2 MyCRYOPDP, THE CRYOPDP's systems, THE INFORMATION AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. CRYOPDP, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. CRYOPDP AND ITS AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT OR INFORMATION PROVIDED ON OR THROUGH THE USE OF THE MyCRYOPDP OR THE CRYOPDP's SYSTEMS. NO INFORMATION OBTAINED BY YOU FROM THE MyCRYOPDP SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED BY CRYOPDP IN THESE TERMS OF USE.

9.3 SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

## **10. Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT CRYOPDP IS OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, CRYOPDP IS RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CRYOPDP, ITS AFFILIATES, ITS LICENSORS, ITS SUPPLIERS OR ANY THIRD PARTIES MENTIONED AT THE MyCRYOPDP BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE MyCRYOPDP, THE CRYOPDP's systems, INFORMATION OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CRYOPDP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU

IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

#### **11. Indemnification**

You hereby indemnify CRYOPDP to the fullest extent from and against any and all liabilities, costs, demands, causes of action, damages and expenses arising out of or in any way related to the breach of any of the provisions of these MyCRYOPDP Terms of Use by You.

#### **12. Compliance with Law Including Export Control**

12.1 You agree to use the MyCRYOPDP in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgement of CRYOPDP, negatively reflect on the goodwill or reputation of CRYOPDP and shall take no actions which would cause CRYOPDP to be in violation of any laws, rulings or regulations applicable to CRYOPDP.

12.2 CRYOPDP is part of Cryoport Group, an USA based company. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content (including any software) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If You access and download the Content (including any software) or Information, You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software).

#### **13. Jurisdiction**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR USE OF THE MyCRYOPDP, THE CRYOPDP's SYSTEMS, INFORMATION AND CONTENT SHALL BE INSTITUTED IN A FRENCH COURT AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE MyCRYOPDP, THE CRYOPDP's SYSTEMS, INFORMATION AND/OR CONTENT MUST BE FILED WITHIN SIX (6) MONTHS AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

#### **14. Governing Law and Language**

To the fullest extent permitted by law, these Terms of Use are governed by French Law excluding (i) the United Nations Convention on Contracts for the International Sale of Goods; (ii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iii) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. To the fullest extent permitted by law, the controlling language for these Terms of Use is English.

#### **15. Written Document**

You may preserve these Terms of Use in written form by printing them for Your records, and You waive any other requirement that these Terms of Use be evidenced by a written document.

#### **16. Complete Agreement**

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND CRYOPDP, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND CRYOPDP WITH RESPECT TO THE USE OF THE MyCRYOPDP WEBPORTAL, THE CRYOPDP'S SYSTEMS, AND ANY SOFTWARE OR SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

#### **17. Modifications**

CRYOPDP may revise and update these Terms of Use at any time. Your continued usage of the MyCRYOPDP after any changes to these Terms of Use will mean You accept those changes. Any aspect of the MyCRYOPDP may be changed, supplemented, deleted or updated without notice at the sole discretion of CRYOPDP. CRYOPDP may also change or impose fees for products and services provided through the MyCRYOPDP at any time in its sole discretion. CRYOPDP may establish or change, at any time, general practices and limits concerning other CRYOPDP products and services in its sole discretion.

#### **18. Customer Service**

Questions or comments regarding the MyCRYOPDP may be submitted to [contact@cryopdp.com](mailto:contact@cryopdp.com).

#### **19. Miscellaneous**

19.1 You may not assign these Terms of Use or any of Your interests, rights or obligations under these Terms of Use.

19.2 If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. 19.3 No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.