

TERMS OF USE

These Terms of Use (“Terms” or “Agreement”) applies to all visitors and users of this Website and the resources made available through it, each of whom is defined and deemed a “Potential Donor” below for all purposes set forth herein, irrespective of the visitor/user’s personal status, intentions, and/or qualifications. These Terms govern all interactions with Premier Sperm Donors, LLC (“Premier”), as the operator of this Website and its resources and are made and entered into by and between the visitor and Premier, a sperm bank operating a Sperm Donor Program (the “Program”), information of which can be accessed via <http://psdonors.com> and any other Premier digital application, including without limitation all pages accessible through such domain (collectively the “Website”).

All rights of Premier hereunder are also the rights of Premier’s agents, representatives, employees, contractors, affiliates, licensees, successors, and assigns (collectively the “Premier Parties”) and shall apply to Premier and the Premier Parties both on the Website and in any interaction off of the Website (including without limitation by telephone, email, or other means of communication). The term “Party” shall refer to any of Premier, the Premier Parties, and Potential Donor, and the term “Parties” shall refer to Premier, the Premier Parties, and Potential Donor collectively.

The intended visitor to the Website and user of the Program application, *i.e.* Potential Donor, wishes to learn more information about and/or apply to participate in the Program for the collection of sperm samples for use by third party recipients for purposes of assisted reproduction. We refer to these services, together with any other Premier products, websites, and apps, collectively as “Services.”¹ Through the application, Potential Donor can submit information to apply to potentially participate in the Program.

1. Agreement to Terms of Use

This governs Potential Donor’s use of the Website and the application from any location. It also applies to Potential Donor’s use of all features, applications, content, downloads and/or other services Premier owns and controls and makes available through the Website, regardless of how Potential Donor accesses or uses them, whether via computer, mobile device or otherwise. By using the Website, Potential Donor acknowledges and accepts the Website’s Privacy Policy and consent to the collection and use of Potential Donor’s data in accordance with the Privacy Policy. By interacting with and/or using the Website, Potential Donor signifies Potential Donor’s assent and agreement to these Terms of Use. If Potential Donor does not agree to these Terms, please do not use the Website.

This Agreement is divided into three parts. Part A explains all of the terms that govern Potential Donor’s use of the Website and creation of an account to apply to participate in the Program. Part B explains all of the terms that govern Potential Donor’s application to the Program. Part C contains additional legal terms, including provisions that limit Premier’s liability to Potential Donor and require individual arbitration for any potential legal dispute. To use the Website and Services, Potential Donor must accept all of the terms of this Agreement.

¹ Irrespective of whether or not you actually qualify as a Potential Donor as defined in this sentence, these Terms of Use apply to all users of the Website and those who submit an application to potentially participate in the Program.

Each time Potential Donor uses the Website, the Terms below, and any applicable additional terms then posted apply, so Potential Donor should check back each time Potential Donor returns for any updates.

To apply to participate in the Program (as described more fully below), Potential Donor must create an account. In conjunction with creating an account, Potential Donor agrees to receive electronic communications from Premier (including without limitation via email, text message, or the Website) regarding the account or the Program). Potential Donor agrees that any notices, agreements, disclosures or other communications that Premier sends to Potential Donor electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. Periodically, Premier may update the Website and/or application to the Program. All such updates and releases shall be governed by this Agreement unless such update or new release is accompanied by a separate agreement in which case the terms of that agreement will govern. Premier shall have no duty to support Potential Donor's hardware, software, or prior versions of the Website or Program application.

- Potential Donor may only use the content on the Website in connection with Potential Donor's permitted activities on the Website and not in an offline environment or in connection with another site or service.
- Except as set forth in the Privacy Policy that applies to the Website, Premier does not have a confidential, fiduciary, or any other special relationship by virtue of Potential Donor's use of the Website or Potential Donor's communications to Premier through or related to the Website.
- Potential Donor consents to Premier's Privacy Policy and Premier's practices detailed in them.
- Premier is providing the Website to Potential Donor on an "as-is" basis, without any warranty of any kind, and Premier's liability to Potential Donor in connection with Potential Donor's use of the Website is very limited. Many other limitations and disclaimers relate to Potential Donor's use of the Website.

2. Changes to Terms of Use

Premier has the right to change or add to the terms of this Agreement at any time by posting the amended Agreement on the Website. Any use of Premier's Website or Program application after Premier's publication of any such changes shall constitute Potential Donor's acceptance of the Terms as modified. However, any dispute that arose before the modification shall be governed by the Terms (including the binding individual arbitration clause) that was in place when the dispute arose.

PART A. Terms Governing Use of the Website

1. Age Limitations

The Website and Program application are intended and only suitable for individuals 18 years of age and above. Some of the content on the Website may not be appropriate for children. Children under the age of 13 are not permitted to use the Website. Premier strongly recommends that children between the ages of 13 and 17 ask their parent's or guardian's permission before viewing Premier's Website. Premier hereby disclaims all liability for use by individuals under the age of 18.

2. Information on the Website is Not Potential Donor Advice.

All data, information, text, graphics, links, and other material on the Website are provided as a convenience to Website visitors. The information provided on the Website is for general informational and educational purposes only. The information provided on the Website is not intended to serve as legal or other Potential Donor advice. Also, the use of the Website does not automatically entitle or guarantee Potential Donor's participation in the Program.

Premier does not warrant that the information contained in the Website is complete, accurate, current or reliable. Premier makes no representations or warranties, express or implied. This information is not intended to be, nor should it be considered, Potential Donor legal advice.

3. No Doctor-Patient Relationship

Nothing in this Website nor participation in the Program is intended to establish a doctor-patient relationship. Use of this Website or Premier's Services, including participation in the Program, does not create a doctor-patient relationship.

4. Restricted Use

Potential Donor may use the Website and Program application only to the extent that Potential Donor obeys all laws, rules, and regulations applicable to Potential Donor's use of the Website.

5. Potential Donor's Privacy

Upon acceptance of these Terms, Potential Donor confirms that Potential Donor has read, understood, and accepted Premier's Online Privacy Policy.

6. Potential Donor Program Application

If Potential Donor wishes to apply to the Program, Premier or the third-party provider of the Services will request certain information from Potential Donor that is applicable to Potential Donor's application, including, without limitation, your legal name, address, email address, telephone number, and date of birth. By supplying such information, Potential Donor grants Premier the right to provide such information to third parties for purposes of facilitating the application initiated by Potential Donor.

Premier reserves the right, without prior notification, to change descriptions or references on the Website regarding the Program.

7. Monitoring

Premier has no obligation to monitor any related Websites, chats, discussion boards or any other materials that Potential Donor or third parties transmit or post on or to the Website or related Websites, if any. Potential Donor acknowledges and agrees that Premier has the right (but not the obligation) to monitor the Website, discussion boards, the chats, and the materials Potential Donor transmit or post; to alter or remove any such materials (including, without limitation, any posting to a chat or discussion board); and to disclose such materials and the circumstances surrounding their transmission to any third party in order to operate the Website properly, to protect ourselves, Premier's sponsors, and Premier's other clients and visitors, and to comply with legal obligations or governmental requests.

8. Copyright Notice

The Website is owned and operated by Premier. The entire contents and design of the site are protected by U.S. and international copyright law. All rights regarding the Website and materials contained on the Website are either owned by Premier, are licensed to it, or are used with permission. Premier and its licensors retain and reserve all proprietary rights to the contents of the Website.

Potential Donor may not copy, republish, upload, post, display, transmit, or frame any of these materials without prior written consent from Premier. Potential Donor may link to, view, download, use, display and print a single copy of the materials found on the Website only for personal, noncommercial, and informational purposes as long as: (1) Potential Donor does not alter or modify the materials in any way; (2) Potential Donor includes all applicable copyright, trademark and other notices and disclaimers; and (3) Potential Donor does not use the materials in a way that suggests an association with Premier or an affiliated entity. All such copies must include, at a minimum, the following copyright notice: "Copyright Premier Sperm Donors LLC © 2024. All rights reserved." Any other use of the Website or the information contained here is strictly prohibited. Premier may terminate the above license at any time for any reason. If Potential Donor breaches any of these terms, Potential Donor's license terminates immediately and automatically and without notice. Upon the termination of this license Potential Donor must stop using this site, including all content, and return or destroy all copies, including electronic copies, of the content in Potential Donor's possession or control.

9. Copyright Infringement – DMCA Notice

The Digital Millennium Copyright Act (the "DMCA") provides remedies for copyright holders who believe in good faith that material appearing on the Internet infringes their rights under copyright law. If Potential Donor believes in good faith that content or material on the Website infringes a valid copyright owned by Potential Donor, Potential Donor or Potential Donor's agent may send Premier a notice requesting that the material be removed, or access to it blocked. This request should be sent to: info@psdonors.com

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If Potential Donor believes in good faith that a notice of copyright infringement has been wrongly filed against Potential Donor, the DMCA permits Potential Donor to send Premier a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Website should be sent to the address above.

10. Trademark Notice

Premier names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of Premier. All rights are reserved. Potential Donor is not authorized to use any Premier name or mark in any advertisement, publicity or in any other commercial manner without prior written consent of Premier. All other trademarks appearing on the Website are the property of their respective owners.

11. Security

Premier has implemented technical and organizational measures designed to secure Potential Donor's personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, Premier cannot guarantee that unauthorized third parties will never be able to defeat those measures or use Potential Donor's personal information for improper purposes. Potential Donor acknowledges that Potential Donor provides Potential Donor's personal information at Potential Donor's own risk.

12. Content Management

All content that is published, uploaded, or otherwise contributed to the Website and Program application must comport with applicable laws and regulations. Premier prohibits and Potential Donor agrees to contribute any content that violates the legal rights of any party, is deceptive (including the misrepresentation of a person's identity), promotes illegal activity, or that is offensive, indecent, defamatory, harassing, violent, discriminatory (on the basis of race, gender, ethnicity, religion, nationality, age, disability, or sexual orientation) or otherwise objectionable to a reasonable person.

13. Pictures

It is the Premier's policy to obtain any required permission for use of the pictures included in the Website. In the event a picture has been included for which permission was not granted, it is through inadvertence and the picture will be removed upon receipt of notice. Please submit such request at info@psdonors.com.

PART B: Terms Governing Application to Program

1. Potential Donor Representations and Warranties

Potential Donor hereby represents and warrants that the following are true and correct and a condition of accessing and using the Website application and will notify Premier immediately in the event the following cease to be true and correct:

- 1.1 Potential Donor is over 18 years of age and is a resident of the United States and has full power and authority to enter into the Agreement.
- 1.2 Potential Donor will maintain only one account and will only input information on Potential Donor's own behalf.
- 1.3 Potential Donor is solely responsible for all content inputted or uploaded to the Website application, including the reliability, accuracy, completeness, and appropriateness thereof.
- 1.4 Potential Donor understands and acknowledges that Premier is a sperm bank and this Website allows individuals to submit an application to be considered as a potential donor. Potential Donor understands and acknowledges that submission of such application does not provide any guarantee whatsoever that Potential Donor will be accepted to the Program. Premier will reach out to Potential Donor for next steps if the application is approved.
- 1.5 Potential Donor authorizes Premier to share Potential Donor's data for the purposes of the Program application and grants Premier and the Premier Parties all licenses necessary for operation of the Program application and operations of Premier, including without limitation any evaluations, reviews, or other information shared relating to Potential Donor.
- 1.6 Potential Donor understands that Premier is solely responsible for determining Potential Donor's participation in the Program, the rate of payment, and the scheduling of such time as Potential Donor may work with Premier.

The obligations of this Section include Potential Donor's duty to notify Premier immediately upon Potential Donor's becoming aware of any Potential Donor misconduct, change in information, or other situations potentially affecting Potential Donor's ability to participate in the Program.

2. Application to Program

Potential Donor agrees to create a single account (with user name and confidential password) that accurately and completely identifies Potential Donor's current information, including without limitation Potential Donor's legal name, address, email address, telephone number, and date of birth. Failure to provide accurate, complete, and current information shall constitute a breach of this Agreement, which may result in immediate termination of Potential Donor's account and application to the Program. Potential Donor agrees to respond to requests to update Potential Donor's account and provide supplemental information in a timely manner. Premier shall have sole discretion as to the sufficiency of documentation and information provided, and may request

additional documentation or information as it deems appropriate. Potential Donor is exclusively responsible for maintaining the confidentiality of Potential Donor's account. Potential Donor agrees not to use the account of another person or to use another person's personal data for the purposes of applying to participate in the Program.

3. Application to Program

Potential Donor may apply to participate in the Program through the website: (a) to upload and publish appropriate data as detailed above; (b) to view and apply for the Program; (c) to communicate with Premier; and (d) to discuss next steps should Premier accept Potential Donor's application. Potential Donor agrees, as further detailed in the Privacy Policy, that Premier is authorized to share and allow access to Potential Donor's data with Provider's in connection with the process of application. Potential Donor agrees not to circumvent the Program application (*e.g.* by directly communicating with Premier concerning its application).

4. Premier Rights

Premier reserves the right to, and Potential Donor agrees that, at any time, Premier may:

6.1 Decline to permit a Potential Donor to utilize the Program application for any reason or no reason;

6.2 Decline a Potential Donor's application to the Program for any reason or no reason;

6.3 Share Potential Donor data to third parties alleging or investigating violations of law or regulations (consistent with Premier's Privacy Policy), including without limitation pursuant to judicial or law enforcement subpoena; and

6.4 Take such other action, including without limitation reporting or referral to law enforcement or regulatory bodies, in response to any illegal or unauthorized use of the Program application or other violation of law or regulations.

PART C: Additional Legal Terms

1. Release

Potential Donor hereby releases Premier and the Premier Parties, to the fullest extent permitted by law, from liability, responsibility, claims, demands, and damages (including actual, special, consequential, and punitive) of every kind and nature, whether known or unknown, arising out of Potential Donor's review of the Website, use of the Program application, delivery of Services, and any other act or omission related to the Website, Program application, or Services.

2. Disclaimer of Warranties

To the maximum extent permitted by applicable law, the Website and Program application are provided and made available without warranties of any kind, whether express or implied,

including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by Potential Donor from Premier, the Premier Parties, or through the Website or Program application will create any warranty not expressly stated herein. Without limiting the foregoing, Premier and the Premier Parties do not warrant that the content is accurate, reliable or correct; that the Website or Program application will meet Potential Donor's requirements; that the Website or Program application will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Website or Program application is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Website or Program application is downloaded at Potential Donor's own risk and Potential Donor will be solely responsible for any damage to Potential Donor's property or loss of data that results from such download.

3. Indemnity

By visiting the Website and using the Program application, Potential Donor agrees to indemnify, defend, and hold harmless Premier and the Premier Parties from and against all claims, actions, demands, liabilities, judgments, settlements, costs, losses, damages, tax assessments, penalties, interest and expenses (including, without limitation, reasonable attorneys' fees) arising out of any direct, indirect, incidental, consequential, special, exemplary, punitive or any other claim Potential Donor may incur in connection with (a) Potential Donor's use of the Website or the Program application, (b) Potential Donor's breach of this Agreement; or (c) any act or omission by Potential Donor including, without limitation, any claims for defamation, violation of publicity or privacy, copyright or trademark infringement resulting from Potential Donor's submissions of any content, tagged content or other materials, any economic harm, lost profits, damages to business, data or computer systems, or any damages resulting from reliance on any content or resulting from any interruptions, work stoppages, computer failures, deletion of files, errors, omissions, inaccuracies, defects, viruses, delays or mistakes of any kind, even if Potential Donor has previously advised Premier of the possibility of such claim.

4. Limitation of Liability and Damages

The user's sole remedy for dissatisfaction with the Website or the Program application is to stop using the Website and/or Program application. Potential Donor agrees that under no circumstance shall any of Premier or the Premier Parties be liable for any damage resulting from Potential Donor's use or inability to use the Website or Program application or any content or communications contained therein. This limitation of liability prevents Potential Donor from asserting claims against Premier or the Premier Parties based on warranty, contract, tort, strict liability, and any other legal theory, and covers all losses and claims of any type including, without limitation, direct or indirect, special, incidental, reliance, consequential, exemplary, and punitive

damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption.

5. Non-Disparagement

Potential Donor agrees not to disparage Premier or the Program application and not to interfere with the business of Premier or the Program application.

6. Disputes

If a dispute of any kind arises, Premier wants to understand and address Potential Donor's concerns quickly and to Potential Donor's satisfaction. Please contact Premier at info@psdonors.com with any dispute. If Premier cannot resolve Potential Donor's concerns, Premier agrees to an informal and inexpensive dispute resolution process requiring individual arbitration. "Disputes" between Potential Donor and Premier, including Premier Parties, are defined for the purposes of these Terms to include any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between Potential Donor and Premier including, but not limited to, any claims relating in any way to these Terms (including its breach, termination, or interpretation), any other aspect of Premier's relationship, Premier advertising, and any use of Premier services.

7. Binding Individual Arbitration

Potential Donor and Premier agree to arbitrate all Disputes. Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. **Any arbitration under this agreement will only be on an individual basis; class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not permitted, and Potential Donor is waiving Potential Donor's rights to have Potential Donor's case decided by a jury and to participate in a class action against Premier or any of the Premier Parties.** If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All Disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by JAMS, Inc. according to this provision and the applicable arbitration rules for that forum. Consumer claimants (individuals whose transaction is intended for personal, family, or household use) may elect to pursue their claims in their local small-claims court rather than through arbitration. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. If Potential Donor is a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county or parish where Potential Donor resides. Otherwise, any arbitration hearing will occur in Los Angeles County, California, or another mutually agreeable location, or a location ordered by the arbitrator. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If Potential Donor prevails on any claim for which Potential Donor is legally entitled to attorney's fees, Potential Donor may recover those fees from the arbitrator. For any claim where Potential Donor is seeking relief, Premier will not seek to have Potential Donor pay its attorney's fees, even if fees might otherwise

be awarded, unless the arbitrator determines that Potential Donor's claim was frivolous. For purposes of this arbitration provision, references to Potential Donor and Premier also include respective subsidiaries, affiliates, agents, employees, predecessors, successors, and assigns.

8. Jurisdiction

Information provided on Premier's Website is not targeted to users in any particular locality nor is it intended to constitute the doing of business in any jurisdiction.

The Website is a service provided by Premier and does not constitute any contact with any jurisdiction outside the State of California. Use of the Website is prohibited in any jurisdiction having laws that would void this Agreement in whole or essential part or which makes accessing the Website illegal. Users in such jurisdictions visit and use the Website entirely at their own risk. Note: the essential parts of this Agreement include, without limitation, the exclusive remedy provisions and the warranty disclaimers.

This Agreement is entered into and performed in the State of California, United States of America. It is governed by and shall be construed under the laws of California, exclusive of any choice of law or conflict of law provisions.

9. Confidentiality

Potential Donor hereby acknowledges and agrees that, in the use of the Website and Program application, Potential Donor may have access to or may be exposed to, directly or indirectly, confidential information of Premier ("Confidential Information"). Confidential Information excludes any information: (a) is or becomes part of the public domain through no act or omission on the part of Potential Donor or Potential Donor's agents or representatives; (b) was possessed by Potential Donor prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to Potential Donor by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided that Potential Donor notifies Premier and provides a reasonable opportunity to contest or limit such required disclosure. Potential Donor hereby acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of Premier; (b) Potential Donor shall not use Confidential Information for any purpose except for purposes of fulfilling this Agreement; (c) Potential Donor shall not disclose Confidential Information to any third party; and (d) Potential Donor shall delete all Confidential Information upon the termination of this Agreement.

10. Requests for Information

If Potential Donor contacts Premier and request information about Premier's Website or Program application, Premier will use Potential Donor's email or postal address to provide the information Potential Donor requested. Potential Donor agrees that Premier may use and share information Potential Donor provides Premier as described in Premier's Online Privacy Policy.

11. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by Potential Donor relating to any Dispute must commence within one year after the cause of action accrues.

12. Links to Other Websites

Premier's Website may contain links to third party Websites as a convenience to Potential Donor. The inclusion of any Website link does imply an approval, endorsement, or recommendation by Premier. Potential Donor agrees that Potential Donor accesses any such Website at Potential Donor's own risk, and that the site is not governed by the terms and conditions contained in these Terms. Premier expressly disclaims any liability for these Websites. Please remember that when Potential Donor uses a link to go from Premier's Website to another Website, Premier's Online Privacy Policy is no longer in effect. Potential Donor's browsing and interaction on any other Website, including those that have a link on Premier's Website, is subject to that Website's own rules and policies.

13. Downloadable Files and Email

Premier cannot and does not guarantee or warrant that email or files available for downloading from its Website will be free of viruses or other code that may contaminate or destroy data on Potential Donor's computer. Potential Donor is responsible for implementing sufficient protective procedures and checks to maintain the accuracy of Potential Donor's data for maintaining a data back-up or other means for the reconstruction of any lost data. Premier does not assume any responsibility or risk for damage to Potential Donor's computer or its files related to Potential Donor's use of the Website or Services.

14. License

The Program application and all of its contents, features, and functionality are the intellectual property of Premier (and the Premier Parties) and their coding, functionality, and non-public aspects are trade secrets. Premier is granting a limited, non-exclusive, non-transferable, non-assignable, revocable license to Potential Donor to use the Website and Program application subject to all of the terms and conditions stated herein. The sole lawful and permitted uses are to visit the Website and access and use the Program application to potentially participate in the Program.. Any other use of the Website or Program application constitutes a breach of this Agreement. No right, title, or interest in or to the Website or Program application or anything therein is transferred. All rights not expressly granted by this Agreement are reserved by Premier. Potential Donor shall not, and shall not allow any other person or entity to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party Potential Donor's use of or access to the Program application; (b) modify, reverse engineer, or make derivative works based upon the Program application; (c) use the Program application for communications other those intended and necessary to apply to the Program; (d) gain or attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Program application, the servers on which the Program application are stored, or any server, computer,

database, system or network connected to the Program application; (e) use the Program application in a manner that violates federal, state, local, or international laws, regulations, or requirements, (f) misidentify the Potential Donor's identity or misrepresent any person as a Premier representative, another Potential Donor, or any other inaccurate identification; or (g) otherwise attempt to interfere with the functioning of the Program application. Potential Donor agrees not to use or reference Premier and Premier Party name(s), logo(s), trademarks, and other intellectual property except as explicitly permitted.

15. Term and Termination

This Agreement shall be in effect as of the date of Potential Donor's first visit to the Website and first use of the Program application for a term of one year from the date of acknowledgment by Potential Donor. The Agreement shall renew thereafter automatically for additional one year terms provided that Potential Donor is continuing to use the Program application and Potential Donor's Account. Potential Donor and Premier may terminate the Agreement at any time with or without cause by notice via the Program application.

16. Assignment

Potential Donor may not assign any rights or obligations under this Agreement without Premier's prior written consent.

17. Entire Agreement

This Agreement, including all Supplemental Terms and the Privacy Policy, constitutes the entire agreement and understanding between Potential Donor and Premier with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.

18. No Third Party Beneficiaries.

Except as expressly provided otherwise, there are no third party beneficiaries to this Agreement (excluding the Premier Parties) and nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

19. Survival

All sections of this Agreement which, by their nature are designed to survive expiration or termination of this Agreement, including, but not limited to, indemnity and limitation of liability clauses, shall survive.

20. Waiver

No waiver of any of these terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

21. Notices

Potential Donor agrees that Premier may provide any and all notices to Potential Donor by e-mail, via the Program application as well as by any other reasonable method. Any notice delivered by Potential Donor to Premier under this Agreement shall be delivered by contacting Premier via the Program application or via info@psdonors.com.

22. Severability

If any of the provisions of this Agreement are held unenforceable by a court or other tribunal of competent jurisdiction, then those provisions shall be limited or eliminated to the minimum extent necessary to allow the remainder of this Agreement to retain its full force and effect.

23. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between Potential Donor and Premier applicable to its subject matter. It may not be modified except as described elsewhere in this Agreement.

24. Conflicting Terms

Anything on the Website inconsistent or in conflict with the terms of this Agreement is superseded by the terms of this Agreement.

25. Non-Discrimination

Premier does not discriminate on the basis of sex, color, race, national origin, religion, gender, gender identity, marital status, age, or sexual orientation.

26. Force Majeure

The failure of Premier to comply with this Agreement because of an act of God, war, fire, riot, terrorism, pandemic, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Premier, shall not be deemed a breach of this Agreement. If Premier fails to act with respect to Potential Donor's breach or anyone else's breach on any occasion, Premier is not waiving its right to act with respect to future or similar breaches.

27. Contact Information

Please contact Premier with any questions or concerns regarding this Agreement at: info@psdonors.com

POTENTIAL DONOR HEREBY ACKNOWLEDGES THAT POTENTIAL DONOR HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES THAT POTENTIAL DONOR'S USE OF THE PROGRAM APPLICATION SHALL COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY THIS ACKNOWLEDGEMENT, POTENTIAL DONOR AGREES TO BE BOUND AND ABIDE BY THIS AGREEMENT. IF

POTENTIAL DONOR DOES NOT AGREE WITH ANY TERM OF THIS AGREEMENT,
POTENTIAL DONOR SHALL NOT ACCESS OR USE THE WEBSITE OR PROGRAM
APPLICATION AND SHALL NOT RENDER SERVICES VIA THE PROGRAM
APPLICATION.