

# SERVICE AGREEMENT REGARDING PRE-CONCEPTION & POST-CONCEPTION TESTS

Service requested (Please select one) ==>>> **PreGender Test (for gender planning)**      **FirstGender Test (for gender detection)**  
(This form must be filled completely, signed by card holder as well as the Customer and included in the package)

Customer's full name \_\_\_\_\_ Phone number \_\_\_\_\_

Postal address \_\_\_\_\_

Email address \_\_\_\_\_

Amount you are paying, USD \_\_\_\_\_ If paying by credit card, please provide its number \_\_\_\_\_

Expiry date \_\_\_\_\_ Card security code (CSC) \_\_\_\_\_ Name on the card \_\_\_\_\_

Signature of card holder \_\_\_\_\_ Signature of woman \_\_\_\_\_

1. You, the user of our services, or a person duly authorized under applicable local law to secure our services on behalf of another individual ("Customer" or "You"), by your online confirmation or by signing and submitting a printed copy of this Agreement, confirm that you acknowledge, understand, accept and agree to the terms below:
2. You are providing urine samples voluntarily and for the sole purpose of obtaining fetal gender related evaluation only using the appropriate proprietary non-medical tests developed and provided by Urobiologics, LLC, a Michigan, USA Limited Liability Company ("Company").
3. The Customer seeks gender planning or gender evaluation services from Company solely for information purposes and satisfaction of personal curiosity, and not in connection with any medical intervention or advice.
4. The Company will use secure internal procedures to keep all information provided by Customer confidential, unless disclosure is permitted by Customer or required by and for any matter related to any law enforcement agency.
5. Customer has read relevant instructions on specific tests provided by Company and understands the limitations of our proprietary testing process, including the fact that results can be uncertain or inaccurate due to multiple factors related to Customer's condition and sampling error. Further, Customer is aware that Company will be pleased to address questions or respond to requests for further information from new users of its services prior to entering into this Agreement.
6. Customer warrants that the person providing samples is, to their knowledge, in generally healthy condition without any contagious disease or infection.
7. When shipping urine samples, Customer agrees to use only approved mailing materials, and to follow all instructions related to shipping, of samples internationally.
8. Customer understands that when inaccurate test results are obtained, as is expected occasionally, Company shall decline to interpret whether or how this inaccuracy may relate to Customer's medical status, and that Company shall never provide medical advice or treatment of any kind to Customer. Customer understands that any inaccurate result is not an indication of any medical condition of the father, mother or the fetus.
9. In addition to agreeing to the various aforementioned provisions relating to the services provided by Company, Customer, or the person providing samples if not the Customer, agrees to the disclosure of certain medical information that would otherwise be protected by privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA), or other locally applicable medical privacy law. Customer or sample provider specifically understands and accepts that in the course of its service follow up activities, Company may ask the sample provider for information relating to ultrasound testing that this individual receives during pregnancy. Sample provider understands that this information is strictly limited to ultrasound based indications of gender of the fetus carried by the sample provider. The sample provider may withdraw this consent at any time by making a subsequent written request to Company.
10. Customer understands and agrees that Customer's legal remedies under this Agreement are generally limited to a refund, at its discretion, of the cost of testing services or, where applicable, providing additional testing services. To the extent permitted by applicable law, Customer waives rights to any other remedies based on any claim or cause of action that could be asserted against the Company, whether legal, moral, ethical, religious, emotional, psychological, physiological, and / or financial in nature. The customer further acknowledges that the fetal gender related services provided by the Company consists solely of a proprietary analysis of urine samples submitted by Customer, that our services otherwise do not involve any direct contact with or examination of Customer, and that in fact Customer has had no physical contact with any Company official. Finally, Customer acknowledges that no guarantees have been made by Company regarding the accuracy of its fetal gender related evaluation services.
11. Where Customer asserts that Company's testing is inaccurate, Company will not consider providing a refund or repeat testing unless Customer produces valid evidence of this inaccuracy such as a certified copy of a birth certificate. Where Company elects to provide a refund it shall return the lab fee only and will not reimburse shipping, handling and related transaction costs. Customer understands that any fees associated with Company's preconception testing are strictly non-refundable. Company shall not consider claims for refunds made beyond one calendar year after the birth of the child whose gender was evaluated through Company's services.
12. Customer shall not hold Company liable for any loss or damage caused by reliance on any information provided by the Company in the course of evaluation of urine samples or with respect to information posted on any of Company's websites.
13. Company reserves the right to refuse to provide services to any individual at its discretion.
14. By entering into this Agreement and providing Company with a credit card number, Customer is certifying that they are authorized to use said credit card and is legitimately permitting Company to withdraw fees in payment for Company's services as detailed on its website or brochure. Use of fraudulent or stolen credit card by the customer will be considered a felony and the company reserves the right to report to appropriate authorities.
15. Where Company permits Customer to cancel an order for which payment has been made, the following charges would be retained by Company: 1) immediately following an order, USD 25.00 for Company's transaction costs; 2) After Company has mailed shipping materials to Customer, Company's additional costs for materials and shipping, including the return shipping cost as standard two day afternoon delivery. Any changes done by the customer on the airway bill would be additionally chargeable. Customer waives its right to stop the payment or otherwise withdraw the fee after submitting samples or after the result has been mailed or conveyed. Where Customer disputes Company's charges to a credit card company and if the Company after responding is permitted to retain its fees for services, Customer will be charged an additional administrative fee of USD 300.00 as compensation to prepare its response to the credit card company. If the payment has been made through a check or a money order, the same terms shall apply. Additionally, where payment by check or money order is not completed due to Customer's error, omission or insufficient funds, or is stopped by Customer after placing the order, the customer agrees to pay a \$45.00 service charge to be automatically deducted from the Customer's checking account or obtained by other expedient means. Customer is liable for any expenses or commissions incurred by Company in collecting fees legitimately owed by Customer, including legal costs. Customer shall apply the maximum interest permitted by law to all fees owed by Customer which are not paid to Company within 30 days of Company's request.
16. This Agreement shall be interpreted under the laws of the State of Michigan, U.S.A. and enforced by the State and Federal courts in that jurisdiction. Where a dispute or claim arises between Company and Customer which is not limited or otherwise addressed in this Agreement, the parties shall attempt to resolve it via informal negotiation and/or mediation prior to seeking relief in any court of law or equity. Where mediation is required, the parties shall select a mutually acceptable provider of long distance mediation services, shall bear the costs of said services jointly, and in any event shall proceed to make a good faith effort to resolve their dispute without litigation or mediation via teleconferencing, videoconferencing or other cost effective method of long distance communication.
17. Customer understands that statements and opinions posted on the Company's web site(s), including but not necessarily limited to [www.urobiologics.com](http://www.urobiologics.com) or [www.firstgendertest.com](http://www.firstgendertest.com), are not necessarily those of Urobiologics LLC or its owner, should not be interpreted as scientific fact or medical advice and should not in any way be relied upon in making health related choices. ALWAYS consult a licensed health care provider if you have any questions regarding your health and that of your family.
18. The Customer and/or individual providing samples for testing indicates through placing this order that they understand and agree with the above provisions. With respect to item 8 & 9, she understands that authorizing the disclosure of health information is voluntary.
19. We do not entertain orders coming from customers with addresses in State of Maryland and State of New York.
20. This site and all information, materials, content therein are provided on an "as-is" basis without warranties of any kind, either express or implied. You expressly agree that use of this site and services offered herein, including all content, is at your sole risk. Urobiologics LLC and its associates disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement as to the information, materials, content.
21. The customer explicitly understands that the tests offered by Urobiologics LLC are not based on any perfect science.\* END OF DOCUMENT \*