

Terms of Service

Welcome to KG R&D LLC DBA ReproLogix™ terms of service. This document sets out the terms for use of the ReproLogix™ website, including the ReproDonor portal and ReproLogix™ services (collectively “Services”).

Our Terms of Service (“Terms” or “Agreement”) also includes our Privacy Policy, and any other documents referred to by those agreements, and they, as a whole, govern any and all of the access to ReproLogix™ services, whether you are a visitor, guest, customer, or contractor.

When you, our customer, access the ReproLogix™ website, deliver property to ReproLogix™ in anticipation of receiving products or services, and/or sign these Terms of Service, you are agreeing to several important things as mentioned in more detail below. Most importantly:

- You are hiring ReproLogix™ to perform complex and technical services to help you maximize your best animal genetics, but the outcome may not be as great as any of us hope for or expect and you will not hold ReproLogix™ responsible;
- ReproLogix™ earns its fees once work is completed, regardless of the ultimate success of the procedures. In other words, even if the outcome is not what any of us hope for or expect, you agree ReproLogix™ will be paid and will not bring claims against ReproLogix™; and
- Every time you or your representative order services from ReproLogix™, you are confirming your agreement with these Terms of Service as they may be amended from time-to-time, so please read and understand them.

By using our Services in any manner, you are expressly agreeing to, and give your consent to be governed by, these Terms. If you do not agree with these Terms or you do not wish to be bound by these Terms, you must not use or access ReproLogix™ Services in any manner.

ReproLogix™, LLC, a Missouri limited liability company, and its affiliates (collectively “ReproLogix™”) provide services and perform research, which are inherently risky to its customers’ cattle, horses, goats, sheep, deer and other animals (collectively “Animals”). The Animals are exposed to risks that are unavoidable if ReproLogix™ is to produce animal products (including semen, oocytes and embryos). Similarly, the products produced are fragile and easily damaged or destroyed.

Services are intended for animal agriculture use only. You may not sell, distribute any information received, or knowledge gained, by working with ReproLogix™, to any third-party without the express written consent of ReproLogix™.

You agree to only use our Services, in whole or in part, in animals wholly owned or controlled by you in the ordinary course of business. You may not, without the prior written consent of ReproLogix™: reverse engineer, clone, copy or use our protocols, procedures for any research or development use, including in public or private research programs. You agree to not disclose, share or otherwise transmit any detail of our Services or other intellectual property to any third party.

In these Terms of Service, you, our customer, acknowledge the inherent risks and uncertainties associated with the services and procedures provided by ReproLogix™ and waive or partially waive certain legal rights that you might otherwise have regarding the products and services provided by ReproLogix™. This acknowledgment of the dangers and waiver of certain legal rights is necessary if

ReproLogix™ is to be able to provide services and products at an affordable price. If you do not understand any of the terms of this agreement, consult independent legal counsel before agreeing to it.

Age of Access

You must be at least 18 years old to use our Services, or, if you are between the ages of 13 and 18, you must have your parent or guardian's permission to use the Services. By using our Services, you are telling us by your actions that you have obtained that permission (you are 'representing' and 'warranting' that you have obtained the appropriate permissions to use our Platform). If you are under the age of 13 you may not use our Services in any manner nor may you register for an account.

Fees and Payment – Fees Earned Immediately; Payment Upon Invoice or Statement

ReproLogix™ fees are earned at the time services are completed. At ReproLogix™ discretion, a customer may be invoiced for ReproLogix™ services incrementally as the services are rendered or at the completion of all services. The invoice amount will reflect ReproLogix™ rates disclosed from time-to-time to its customers and will be due in full when first received by the customer. There are additional fees for imports and exports of embryos. The pricing depends on the locations of imports and exports. All fees and invoices are to be paid in full before ReproLogix™ will release the items being shipped or transferred.

Invoices are due upon receipt. If an invoice is not paid in full on or before the thirtieth (30th) day after the invoice date, the outstanding balance will accrue interest at the rate of eighteen percent (18%) per annum until paid in full as well as receive a \$50 late fee. If the invoice amount is not paid in full on or before the sixtieth (60th) day after the invoice date, the customer acknowledges ReproLogix™ will cease all further work for customer and have a right to retain and sell, assign, or otherwise transfer as own ReproLogix™ property any customer animals, oocytes, semen and/or embryos in ReproLogix's possession. In that circumstance, customer agrees this document will serve as sufficient evidence of ReproLogix's title to such animals, oocytes, semen and/or embryos and may be used to effectively, completely and legally support a bill of sale from ReproLogix™ as seller to any other party without the necessity of legal, administrative, or other proceedings by ReproLogix™. This remedy in favor of ReproLogix™ is separate from and in addition to any state statutory lien rights available to ReproLogix™. The proceeds from ReproLogix's sale of the customer's animals, oocytes, semen and/or embryos may be applied against the customer's invoice amount, interest accrued on the customer's invoice amount, ReproLogix's expenses of sale, and all costs incurred by ReproLogix™ to take ownership of the products and hold them for sale, including reasonable attorney's fees. Any products remaining after full satisfaction of customer's accounts will be re-transferred to the customer. In the event, any third parties are employed to collect any outstanding monies owed by said business the undersigned agreed to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

Viability of Products – No Guarantee or Warranty of Any Kind

The viability of the products produced and sold by ReproLogix™, including oocytes, semen and embryos of cattle, horses, sheep, goats, deer, elk and other animals, is uncertain and cannot be guaranteed by ReproLogix™. Therefore, the customer agrees REPROLOGIX™ HAS MADE NO GUARANTEES OR WARRANTIES AS TO THE MERCHANTABILITY, FITNESS FOR ANY USE, OR FOR THE SUCCESSFUL CREATION OR USE OF SUCH PRODUCTS and further agrees not to

pursue ReproLogix™ in any legal or other action for matters which arise out of ReproLogix's attempts to produce the products or the customer's purchase, sale, or use of such products.

All Content regarding Services is provided to you on an "as-is-basis" without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement makes no warranty as to the accuracy, completeness, currency, or reliability of any content available through this website or any of its services. You are responsible for verifying any information before relying upon it. Use of the services and the content available on the websites is at your sole risk. ReproLogix™ makes no representations or warranties that use of the website will be secure, uninterrupted, or error-free. You are responsible for taking all necessary precautions to ensure that content you may obtain from the website is free of viruses.

Our websites may contain links to web sites operated by other parties. The linked sites are not under the control of ReproLogix™, and ReproLogix™ is not responsible for the content available on any other Internet sites linked to ReproLogix's website. Such links do not imply ReproLogix's endorsement of material on any other site and ReproLogix™ disclaims all liability with regard to your access of such linked web sites. ReproLogix™ is providing these links to other Internet sites as a convenience to users, and access to any other Internet sites linked to this web site is at your own risk.

Animal, Oocyte, Semen and Embryo Bailment – Strict Limitation of Liability for Damage or Loss

Subject to the warranty limitation in the preceding section ReproLogix™ will provide ordinary and reasonably necessary care while your property is in ReproLogix's possession. Nevertheless, loss or damage may occur to customer's property resulting from an accident, an act of God, ordinary negligence, gross negligence, intentional misconduct, or other action or inaction of an agent, employee, or representative of ReproLogix™ or other party. In those rare instances, the following liability limits apply:

The customer acknowledges and agrees that it is solely the customer's responsibility to acquire and maintain casualty or other insurance needed to cover the value of the customer's animal, embryos, oocytes and semen in the case of injury, death, destruction or any other damage. The customer hereby waives any right of subrogation that any insurer may have against ReproLogix™.

ReproLogix specifically disclaims any liability, whether based in contract, tort, strict liability, or otherwise, for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of its Services, even if ReproLogix has been advised of the possibility of such damages, including but not limited to reliance by any party on any content obtained through the use of this website whether caused in whole or in part by negligence, acts of God, telecommunications failure, theft or destruction of or unauthorized access to the website, or related information or programs.

REPROLOGIX™, ITS AFFILIATES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AND DISTRIBUTORS ("REPROLOGIX™ PARTIES") ENTIRE LIABILITY ON ANY CLAIM ARISING FROM OR RELATED TO THE PRODUCTS OR PROGENY (WHETHER FROM BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR FIDUCIARY DUTY) SHALL NOT EXCEED THE PURCHASE PRICE PAID TO REPROLOGIX™ FOR THE PRODUCTS

THAT ALLEGEDLY CAUSED THE LOSS, OR IF REPROLOGIX™ SO ELECTS, REPLACEMENT OF THE PRODUCT. IN NO EVENT SHALL ANY REPROLOGIX™ PARTY BE LIABLE FOR INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, MULTIPLIED DAMAGES OR LOST PROFITS SUSTAINED BY YOU OR ANY OTHER PERSON, OR FOR ANY FAILURE OF REPRODUCTION. YOU AGREE NOT TO ASSERT ANY NON-CONTRACTUAL CLAIM UNDER STATE LAW ARISING FROM OR RELATED TO YOUR PURCHASE OR USE OF ANY PRODUCT. YOU ASSUME ALL RISK AND LIABILITY ARISING FROM OR RELATED TO YOUR USE, HANDLING, OR STORAGE OF PRODUCTS OR RELATED TO DEFECTS IN ANY STORAGE CONTAINERS OR TANKS CONTAINING PRODUCTS.

You agree to defend, indemnify and hold all ReproLogix™ Parties harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, in any way arising from, related to or in connection with (a) your use of ReproLogix™ Products; (b) your breach or alleged breach of these Terms; (c) your violation of any third-party right, including any intellectual property, confidentiality, property, or privacy right; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including all regulatory, administrative and legislative authorities; and (e) any misrepresentation made by you.

Permanent Identification

If your animal does not have required permanent identification, that is easily readable (readability is at the sole discretion of ReproLogix™) you agree and consent to allow ReproLogix™ to permanently tag your animal if required by State or Federal law. If you do not prefer a visual identification tag, it is your responsibility to notify ReproLogix™ and ReproLogix™ will install an electronic microchip in lieu of a visual identification tag for a fee.

Trademarks and Copyrights

The materials on this web site are copyrighted and protected by worldwide copyright laws and treaty provisions. Any unauthorized use of these materials may violate copyright, trademark and other laws. Materials on this web site may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any way without ReproLogix's prior written permission. Except as expressly provided herein, ReproLogix™ does not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information.

Some of our Services allow you to download or access ReproLogix™ owned or licensed software and any updates or upgrades ("Software"). ReproLogix™ grants you a limited, non-exclusive, non-transferable, non-sub licensable, revocable license to use the Software, subject to any Software terms and conditions and solely in connection with the Services. To the extent any component of the Software is offered under a third-party sub-license, you must use that Software in compliance with the terms and policies of the third-party supplier, in addition to these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Software or Products, attempt to do so, or assist anyone in doing so.

On-Farm Work

You acknowledge that there are inherent risks associated with keeping, handling and performing Services on livestock and captive Animals, including severe injury and death. You, your

representative and your visitors will hold ReproLogix™ and its employees, contractors and affiliates harmless from and indemnify them against all third-party claims for injury to people or property (including animals) occurring on or resulting from work conducted at the customer's farm, ranch or facilities.

Split or Joint Ownership Authority and Payment Responsibility

To the extent any animal, embryo, oocyte or semen covered by these Terms of Service is owned jointly or in split shares, any single owner or representative of a single owner, by agreeing to these Terms of Service, represents and warrants that he/she is acting on behalf of and with the authority of all owners and that each of those owners is jointly and severally responsible for payment of all invoices associated with ReproLogix's services.

Written Consent Regarding Veterinary Care Information

The customer consents to ReproLogix™ sharing with others, receiving from others, storing and utilizing your property information and care records to the fullest extent ReproLogix™ deems necessary, in its sole discretion, to provide its services.

Consent Regarding Research

We, and our affiliates, conduct reproductive research projects that may include your Animals. We collect information regarding the animal, drugs given, and progeny. You agree to allow us to enroll your Animals into research projects. You specifically consent to the use of drugs that are not FDA approved for use in the species or for the indicated use. You agree to adhere to all withdrawal times before Animals are used for food production, and if none is known, then you agree to not allow Animals to enter food production. We may use non-identifiable information regarding your Animals in research publications and articles. You agree to allow us to use non-individually identifiable likeness and imagery of your Animal for research and commercial purposes.

As part of ReproLogix's effort to continually improve its Service offerings, ReproLogix™ employees or Contractors may collect data or information, including herd and animal performance data, from your technology systems or records ("Data"). By permitting ReproLogix™ employees or Contractors to access your Data or systems, you grant ReproLogix™ a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide license to access and use the Data for ReproLogix™ business purposes ("Data License"). You agree that ReproLogix™ may access, under the Data License, any Data that relates to the Products or Progeny that you provide to buyers of your animals or to other channel partners directly from such parties. ReproLogix™ understands that maintaining anonymity of your Data is important to your business operations, and will not use your Data in a way that discloses your individual or business identity to the public. Any data, reports, information or intellectual property created, generated or discovered by ReproLogix™ from the Data (individually or in aggregate), or any data on the Products or Progeny collected directly by ReproLogix™ is the sole property of ReproLogix™, and no rights in such data, reports, information or intellectual property shall transfer to you or any third-party.

ReproLogix's failure to enforce any provision of the Terms is not a waiver of its right to do so later. If a provision is found unenforceable or invalid for any reason, the remaining provisions shall remain in full force and effect. You may not assign any of your rights under these Terms, and any such attempt shall be void. ReproLogix™ may assign its rights to its affiliates or subsidiaries, or to any successor in interest of any business associated with ReproLogix™.

Governing Law, Venue and Dispute Resolution

This agreement is governed by Kansas law without application of choice of law provisions. You and ReproLogix™ agree to waive the right to trial by jury. Any dispute, claim or controversy arising out of or relating to ReproLogix's delivery of its services, these Terms of Service, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Bourbon County, Kansas, before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You will not seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you act or propose to act in a representative capacity.

These Terms constitute the entire agreement between you and ReproLogix™, and supersede and replace any agreement, terms and conditions, or your purchase order or other ordering document related to the Products, except to the extent that such agreement is in writing, signed by both you and ReproLogix™ ("Written Contract"). To the extent that the terms of a Written Contract conflict with these Terms, the terms of the Written Contract shall prevail. In the event these Terms differ from terms and conditions on ReproLogix™ printed forms, these Terms shall prevail. In these Terms, the word "including" shall be deemed to be followed by the words "without limitation."

Updates to Terms of Service

These Terms of Service may be amended at any time and if amended, will be published at www.reprologix.com/terms-of-service. By continuing to order services from ReproLogix™ after any amendment, customer agrees to be bound by the Terms of Service as they exist at the time services are ordered.

A. If you have questions or concerns regarding these Terms, our Services, ReproLogix™ Services, or content, you may contact us via, phone, physical or electronic mail at the address below.

ReproLogix™, LLC
2031 Indian Road
Fort Scott, KS 66701
Phone: 844-813-2697
Info@ReproLogix.com

This Privacy Policy explains what we do with your personal data. It describes how we collect, use and process your personal data, and how, in doing so, we comply with our legal obligations to you. Your privacy is important to us, and we are committed to protecting and safeguarding your data privacy rights.

This Privacy Policy applies to the personal data of Customers, Distributors, Suppliers, Job Applicants, Website Users and other people whose personal data may be processed, such as the emergency contacts and dependents of our Employees.

Please be sure to read this entire Privacy Policy before using or submitting any data to this website. This Privacy Policy applies only to the use and collection of data collected by this website and does not apply to any other data collected, online or offline. By accessing or using this site, you consent to

the terms and policies outlined below. ReproLogix™ reserves the right to alter, update, or change this Privacy Policy at any time, and such modifications will be posted on this page. Your continued use of this site following the posting of changes indicates your full acceptance of those changes.

“Cookies” refers to small pieces of information that are stored by your web browser on your computer’s hard drive. Cookies can be used to remember certain information about you in order to customize the information you see during visits to a website and/or to collect information about your visit;

“Personal Data” refers to your personal information such as but not limited to your name, mailing address, e-mail address, telephone number, Internet Protocol (“IP”) address, resumé, etc., that can be used to identify you; and

“Third Parties” refers to ReproLogix™ affiliated companies, third party vendors who support ReproLogix™ in the frame of its business activities, and other companies with which ReproLogix™ does business.

Registration. Should you choose to register with us, you may need to complete certain fields (some being required, others optional), and/or to choose a user name and password. If you choose to withhold any Personal Data, which is required by us, it will not be possible for you to register with us and/or to obtain a response from us to your query.

ReproLogix™ maintains full discretion, consistent with applicable U.S. law, regarding the use of Personal Data, or other information, which is registered by you with us.

Employment Applications. If you post your Personal Data as a job applicant, your Personal Data will be used for:

- (a) recruitment, staffing and employment purposes;
- (b) reference and profile matching purposes with a view to staff job vacancies;
- (c) informing you of future job opportunities.

Should your application be successful, your data shall be processed for and included in your employment file. ReproLogix™ maintains the right to keep or use your employment data in any way consistent with applicable U.S. law.

Third Party Access. ReproLogix™ may pass your Personal Data to Third Parties who may be located in countries offering a lower level of protection. ReproLogix™ may disclose your Personal Data at its sole discretion, including but not limited to situations where such disclosure is required by applicable laws, court orders, or government regulation.

Updating Information. It is your responsibility to update your Personal Data held in ReproLogix’s system.

Cookies. ReproLogix™ uses Cookies that collect the first level domain name of the visitors to its website, your IP address, date and time of access, duration of your visit, type of web browser used and other meta-data. This is logged automatically by the web server. This information is used to monitor the persons and organizations using the website and to determine other websites that link to or from ReproLogix's website. ReproLogix™ reserves the right to use the data it collects on use of its website in any manner consistent with applicable U.S. law.

Affiliate Entities. We may provide your Personal Data that we collect and the data generated by cookies to a parent, subsidiary or affiliate entity within the ReproLogix™ corporate family, partner entities, and the vendors and service agencies that we may engage to assist us.

IP Address. In addition to using the IP address of your computer to maintain communications with you as you move about ReproLogix's site, we also may use your IP address to personalize content provided on the Web site or to track and categorize the users of our site. We may retain your IP address and we may retain it together with other Personal Data. ReproLogix™ reserves the right to use the data it collects on use of its website in any manner consistent with applicable U.S. law.

Posted Material. Any content you post on or enter into ReproLogix's website (except for Personal Data entered pursuant to an employment application which is covered by paragraph 2 above) shall become the property of ReproLogix™, and by posting or entering such information on ReproLogix's website you thereby grant ReproLogix™ a world-wide, royalty-free, perpetual, irrevocable, non-exclusive, and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display any such content.

Contact Information. If you have questions or concerns about the collection or use of your Personal Data or other information by ReproLogix's website, you should contact a ReproLogix™ representative.

SECTION 1 - WHAT DO WE DO WITH YOUR INFORMATION

When you sign up a for Service with us, we collect the personal information you give us such as your name, address and email address. If you sign up online, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

SECTION 2- CONSENT

How do you get my consent? If you sign up online, we may also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

SECTION 3- DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

SECTION 4- THIRD-PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located a different jurisdiction than either you or us. So, if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

SECTION 5- LINKS

When you click on links on our site, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

SECTION 6- SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you sign up online, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards. We may use a Third Party to collect, store and process your credit card information. You agree to hold us harmless for claims arising from their services.

SECTION 7- AGE OF CONSENT

By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

SECTION 8- CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to provide service to you.

Dated this _____ day of _____, 20____

Customer's Printed Name

Business Name

Customer's Signature

Witness's Signature

Email me a copy of this for my files at address: _____

FOR OFFICE USE ONLY

Date received: _____

Received by: _____