

EverVia LLC
Family-Building Consulting Services

Effective Date:

1. ACCEPTANCE OF TERMS

By engaging Evervia LLC (“Evervia,” “we,” “us,” or “our”) for consulting services, you (“Client,” “you,” or “your”) agree to be bound by these Terms & Conditions, which you acknowledge you have read, understood, and have been given the opportunity to seek independent legal advice in relation to.

2. SERVICES PROVIDED

Evervia provides consulting services related to family-building, which may include but are not limited to:

- Guidance on fertility treatment options
- Navigation of egg donation, sperm donation, embryo donation, and / or surrogacy processes
- Coordination with medical providers, agencies, legal professionals, and other professionals
- Emotional support, regular updates, and resource recommendations
- Educational services regarding family-building pathways
- Business-to-business support for other professional services in the family-building industry
- Intended parent support for businesses who need help assisting the families they work with

Our services are advisory and supportive in nature. We do not provide medical, psychological, legal, or financial advice. Clients should consult with appropriate licensed professionals for such matters.

3. NOT MEDICAL, LEGAL, FINANCIAL, OR PSYCHOLOGICAL ADVICE

Important Disclaimer: Evervia’s services do not constitute and should not be relied upon as:

- Medical advice, diagnosis, or treatment
- Legal advice or representation
- Financial or investment advice
- Psychological or therapeutic counseling

You should always consult with licensed professionals (physicians, attorneys, financial advisors, therapists) before making decisions related to your family-building journey.

4. CLIENT RESPONSIBILITIES

Clients agree to:

- Provide accurate and complete information necessary for consulting services
- Communicate openly and honestly with Evervia consultants
- Follow up with recommended professionals (medical, legal, financial) as appropriate
- Make their own informed decisions regarding their family-building journey
- Notify Evervia of any changes to contact information or circumstances that may affect services

5. FEES AND PAYMENT

5.1 Service Fees

Fees for services will be communicated to you prior to engagement and may include:

- Hourly consulting rates
- Package fees for specific services
- Retainer agreements

5.2 Payment Terms

- Payment is due as specified in your service agreement or invoice
- Accepted payment methods include Zelle, credit card, and wire transfer
- Late payments may result in suspension of services at EverVia's discretion.

5.3 Refunds

- Fees for services already rendered are non-refundable
- Unused portions of pre-paid packages may be refunded at Evervia's absolute discretion

6. SCHEDULING AND CANCELLATIONS

6.1 Appointments

Clients are responsible for attending scheduled consultations at the agreed-upon time and for advising if they will be late or need to reschedule, with as much notice as is reasonably possible in the circumstances.

6.2 Cancellation Policy

- Clients must provide at least 12 hours' notice to cancel or reschedule an appointment except in the case of emergencies
- Cancellations with less or no notice on two separate occasions may result in refusal or cancellation of services
- Evervia reserves the right to cancel or reschedule appointments due to unforeseen circumstances and to provide as much notice as is reasonably possible in the circumstances.

7. CONFIDENTIALITY AND PRIVACY

7.1 Client Information

We take your privacy seriously. Information you share with Evervia will be kept confidential except:

- When required by law
- With your explicit written consent
- When necessary to coordinate services with third-party providers you have authorized

7.2 Privacy Policy

Our collection and use of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

7.3 Communications

By engaging our services, you consent to receive communications from Evervia via email, phone, text message, or other methods provided.

8. LIMITATIONS OF LIABILITY

8.1 Guarantees

EverVia will use reasonable and best efforts to assist you with your personal family-building or your services which support family-building. There are many aspects of family-building that are outside our control, including but not limited to whether or not a donor or surrogate is approved at your clinic, the success or failure of a donation cycle, number of embryos, implantation of embryos, or delivery of a healthy baby. Our job is to assist you with the journey, but no path will be without setbacks and hurdles; we will support you during the term of your engagement with us.

Evervia makes no guarantees, warranties, or representations regarding:

- Outcomes of family-building efforts

- Success rates of any recommended pathways or providers
- Timing of any family-building process
- Suitability of any particular option for your circumstances

8.2 Liability Cap

To the maximum extent permitted by law, Evervia's total liability for any claims arising from our services shall not exceed the amount of fees you paid to Evervia in the six (6) months preceding the claim.

8.3 Third-Party Services

Evervia is not responsible for the actions, services, fees, or outcomes provided by third-party medical professionals, agencies, attorneys, or other service providers, even if recommended by Evervia. All such recommendations are made using information available to Evervia at the time and are given in good faith and using best efforts, and those relying on such recommendations must undertake their own due diligence before making decisions on service providers.

8.4 Consequential Damages

Evervia shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from our services.

9. THIRD-PARTY REFERRALS

Evervia may refer clients to third-party service providers including but not limited to:

- Fertility clinics and medical professionals
- Surrogacy agencies
- Egg donor agencies
- Egg banks
- Sperm banks
- Sperm donor agencies
- Attorneys
- Mental health professionals
- Independent escrow providers

Such referrals are informational only. Evervia does not endorse, guarantee, or assume responsibility for the services, conduct, fees, or outcomes of any third-party providers. Clients are responsible for conducting their own due diligence.

10. INTELLECTUAL PROPERTY

All materials, content, documents, and resources provided by EverVia remain the intellectual property of EverVia LLC. Clients may use such materials for their personal family-building purposes only and may not reproduce, distribute, or commercialize any Evervia materials without written permission.

11. TERMINATION

11.1 By Client

Clients may terminate services at any time by providing written notice. Fees for services already rendered will remain earned by Evervia and will be non-refundable except in Evervia's absolute and sole discretion.

11.2 By Evervia

Evervia reserves the right to terminate the consulting relationship at any time, with or without cause, including but not limited to:

- Non-payment of fees
- Client behavior that is abusive, threatening, or inappropriate
- Conflicts of interest
- Any reason at Evervia's sole discretion

11.3 Effect of Termination

Upon termination, Client remains responsible for all fees incurred prior to termination, including those incurred to other parties.

12. DISPUTE RESOLUTION

12.1 Governing Law

These Terms shall be governed by the laws of the State of Utah, without regard to conflict of law provisions.

12.2 Mediation and Arbitration

Any disputes arising from these Terms or services provided shall first be attempted to be resolved through good-faith negotiation. If negotiation fails, disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association in Utah.

12.3 Waiver of Class Actions

Client agrees to resolve disputes on an individual basis only and waives any right to bring or participate in any class action or class-wide arbitration.

13. MODIFICATIONS TO TERMS

Evervia reserves the right to modify these Terms & Conditions at any time. Updated terms will be posted with a new effective date. Continued use of services after changes constitutes acceptance of the modified terms. Material changes will be communicated to active clients via email.

14. SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

15. NON-DISCRIMINATION

EverVia does not discriminate against people based on attributes they cannot control, including but not limited to race, ethnicity, country of birth or residence, religion, color, genetic information, age, sex, sexual orientation, gender identity, disability, or any other reason prohibited by law.

16. ACCEPTANCE AS A CLIENT

EverVia reserves the right to decline engagements or to provide or continue to provide assistance to clients or potential clients based on other personal attributes, not protected by law, including but not limited to threatening or intimidating behavior, criminal history, reputation, communication style, or any other such reason in our sole and absolute discretion.

17. ENTIRE AGREEMENT

These Terms & Conditions, together with any service agreements and our Privacy Policy, constitute the entire agreement between Client and Evervia regarding our services and supersede all prior agreements or understandings.

18. CONTACT INFORMATION

For questions about these Terms & Conditions, please contact:

EverVia LLC

50 W. Broadway, Ste 333 # 962026
Salt Lake City, Utah 84101
Email: bonnie@evervia.com
Phone: 408-334-0789
Website: www.evervia.com

19. ACKNOWLEDGMENT

By engaging Evervia's services, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.

Client Signature: _____
Client Name (Print): _____
Date: _____

*This document was last updated on April 7, 2026

ADDENDUM 1 - Services for Intended Parents - Summary:

EverVia Donor Advisory Programs

	Private Advisory	Elite Advisory
Cost	\$4,800	\$8,800
Program Length	Average two (2) months until medical clearance	Average six (6) months until embryo creation
Candidate Review	Up to 10 candidates	Ongoing, unlimited
Type of Support	Foundational phase	Full journey advisory

EverVia Surrogacy Advisory Programs

<u>Category</u>	<u>Private Advisory</u>	<u>Private+ Advisory</u>	<u>Elite Advisory</u>
Cost	\$12,000	\$16,000	\$35,000
Timeline	Average 4 months	Average 6 months / transfer	Full journey (12–15 months)
Best For	Match + medical clearance	Match + medical clearance + legal clearance + 1st transfer	Full journey to birth
Matching Support	Yes	Yes	Yes (priority + multiple rounds)
Medical Clearance	Yes	Yes	Yes
Support during contract phase	-	Yes	Yes
Cycle Support	-	Yes	Yes
Pregnancy Support	-	-	Yes

ADDENDUM 2

Industry partner (B2B) services will be agreed upon separately in writing via a specific proposal for your particular needs. The parties will attach the proposal to this document and both documents should be read together to form the complete agreement between them.