

AccessMyHealth[®] & MyCRLHealth[™]

Terms of Use

This Terms of Use Agreement (“Agreement”) constitutes a legally binding agreement between you and Clinical Reference Laboratory, Inc. and its affiliates and subsidiaries (collectively, "CRL", "we", "us" or "our").

This Agreement governs your access and use of the AccessMyHealth[®] and MyCRLHealth[™] websites and online services (the “Site” and the “Services”). *Note that Section 13 of this Agreement contains a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of disputes or claims in connection with this Agreement or the Site.*

Our Terms and Conditions governing access to and use of websites and online applications operated by CRL are a part of this Agreement and are incorporated by reference. By agreeing to this Agreement, you agree that you understand and agree to be bound by the Terms and Conditions with respect to your access to and use of the Site. In the event of any inconsistency between this Agreement and the Terms and Conditions, this Agreement shall govern with respect to your access to and use of the Site.

YOU AGREE TO BE BOUND BY THIS AGREEMENT WHEN YOU CLICK “I AGREE” AND/OR CONTINUE TO ACCESS OR USE THE SITE. IF YOU DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE THE SITE.

1. Description of the Site

CRL is providing the Site so that you can educate yourself on health care and medical issues that may affect your daily life. Information provided to you through the Site should not be regarded as medical or health care advice or treatment. Always seek the advice of your physician or other qualified health care provider with any questions you may have regarding interpretation of your laboratory test results, a medical condition, or other health related issues. In the case of a health emergency, seek immediate assistance from emergency personnel. Never delay obtaining medical advice or disregard medical advice because of information you accessed on or through the Site.

2. Changes to this Agreement

CRL may, at any time and from time to time, supplement, amend, or otherwise change this Agreement. Any changes to this Agreement will be effective immediately upon providing notice of the changes to you either when you log in to the Site or by sending notice of the changes to contact information that you have provided to us. You agree to comply with, and be bound by, the modified Agreement either (i) by continuing to use or access the Site after receiving notice of the changes as described above or (ii) by not requesting to terminate your Site account within seven (7) calendar days after receiving a notice of the changes as described above.

3. Changes to the Site

CRL may add features to or delete features from the Site at any time, without notice to you.

4. Right to Use the Site

By agreeing to this Agreement, you confirm that you are a resident of the United States and are at least 18 years of age. You warrant and represent that all of the information you provide is correct including your state of residence, and that you are using the Site for yourself and agree not to use the Site to initiate a lab test request for another person. You agree not to resell the Services provided hereunder. By initiating testing

through the Site, you are requesting that results be accessible by you and any user linked to your account. You agree to comply with this Agreement, the Terms and Conditions, all applicable laws, and other applicable CRL policies, practices, and notices provided or referenced herein at all times when using the Site. CRL retains the right to block or otherwise prevent delivery of any type of e-mail or other communication to or from the Site as part of our efforts to protect the Site, protect our patients, or stop you from breaching this Agreement.

5. Privacy Statement and Notice of Privacy Practices

Our [Privacy Notice](#) and, with respect to Protected Health Information our [Notice Of Privacy Practices](#), describes how CRL collects information about you through Services, and how we use, disclose, and protect that information.

6. Physician Order and Availability of Services

The Services are available only with a physician order. The Services are only available in the United States. CRL reserves the right to expand or restrict the availability of services at any time and for any reason.

7. Online Physician Order Services

CRL does not provide physician services or lab authorization network services. Lab authorization network services are provided by independent professional entities (collectively, Providers). These Providers are independent entities not affiliated with CRL. CRL has enabled access to the Providers' services as a convenience. By requesting lab authorization network services and selecting the option to get a physician order online, you agree that your relationship with the Providers is independent and is governed by the applicable Provider's Terms of Use. CRL makes no representations or warranties regarding the Providers' Services and disclaims any liability for such services.

8. Payment

For all testing ordered, a valid credit card number, expiration date, and card security code is required for all purchases. If we are unable to charge the full cost of your purchase to the credit card you provide, we may cancel your order or request an alternate form of payment. CRL's designated payment processor will collect your payment information and related personal information for its use in processing your payment for the products or services ordered by you. You are solely responsible for all charges and applicable fees (including delivery charges, processing fees, taxes, and any fees assessed by your bank) associated with your order.

All testing includes the cost of physician services from the independent professional entities. CRL reserves the right to change, suspend, or discontinue all or any aspects of the Site at any time without prior notice.

9. Purchase and Refund Policies

Refunds will be considered upon request and are only in accordance with the [CRL Refund Policy](#).

10. Right to Change Terms and Conditions

Content, prices, and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and CRL reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether the order has been confirmed and your payment has been processed. If your payment has already been processed for the purchase and your order is canceled, CRL's designated payment processor will issue a credit to your account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

11. Reporting of Test Results to Local, State and/or Federal Authorities

You acknowledge and accept that the ordering physician and the laboratory may be compelled by law or regulation to report your laboratory result to the local, state, or federal health authority. For example, many states require the testing laboratory and physician to report test results for certain communicable diseases, such as sexually transmitted diseases or COVID-19, to local or state health departments.

12. Retesting

You acknowledge and accept that test results outside of normal limits do occur and a physician may reorder lab tests for confirmation.

13. Intellectual Property

The marks **AccessMyHealth**[®], and **MyCRLHealth**[™] are trademarks and/or service marks of Clinical Reference Laboratory, Inc. The content and design of the Site are protected by U.S. and international copyright laws.

14. Arbitration and Class Action Waiver

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH LABCORP ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SITE, AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. YOU AND LABCORP AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SITE SHALL BE FINALLY DECIDED BY BINDING ARBITRATION UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION USES A SINGLE, NEUTRAL ARBITRATOR TO DECIDE A DISPUTE (INSTEAD OF A JUDGE OR JURY); ARBITRATION ALLOWS FOR MORE LIMITED DISCOVERY THAN IN A COURT CASE; AND THE ARBITRATION PROCESS AND RESULT IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. IN ARBITRATION YOU HAVE THE RIGHT, AT YOUR EXPENSE, TO BE REPRESENTED BY AN ATTORNEY OF YOUR CHOOSING. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF UNDER THIS AGREEMENT THAT A COURT CAN AWARD UNDER THIS AGREEMENT. YOU AND LABCORP AGREE THAT ANY IN-PERSON ARBITRAL HEARING WOULD OCCUR IN THE UNITED STATES IN THE SAME COUNTY AND STATE AS YOUR BILLING ADDRESS. LABCORP FURTHER AGREES THAT YOUR FILING FEE FOR ARBITRATION WILL BE CAPPED AT THE AMOUNT SET BY THE AMERICAN ARBITRATION ASSOCIATION. YOU AGREE THAT, BY AGREEING TO THIS AGREEMENT, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND LABCORP ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND THE TERMINATION OF YOUR USE OF THE SITE. REGARDLESS OF THE FORUM, YOU AND LABCORP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, THE ARBITRATOR MAY NOT JOIN OR CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

15. Disclaimer of Warranty; Limitation of Liability

THE SITE AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. LABCORP AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE SITE AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR USE OF THE SITE IS AT YOUR OWN RISK. ACCESS TO THE SITE MAY BE INTERRUPTED AND THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY NOT BE ERROR-FREE. NONE OF LABCORP, ITS SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE WARRANTS THAT THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE ACCURATE, RELIABLE, COMPLETE, USEFUL, OR CORRECT; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES. UNDER NO CIRCUMSTANCES SHALL LABCORP, ITS SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, TOOLS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR INABILITY TO USE, THE SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES TO THE EXTENT INDICATED ABOVE, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SITE WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS.

16. Choice of Law

This Agreement shall be governed by and construed in accordance with North Carolina law, excluding its conflicts of laws principles, provided that Section 14 above shall be interpreted and enforced as set forth therein. The Uniform Computer Information Transactions Act does not apply to this Agreement.

17. Contact Information

CRL is headquartered in Lenexa, Kansas, in the United States of America, at the following address: Clinical Reference Laboratory, Inc 8405 Quivira Road Lenexa, KS 66215 Attn: Legal Department

18. Test Results Disclaimer

Your test results may be affected by a variety of factors, including whether you were fasting and followed the instructions we provided. These results are intended to provide you helpful, actionable information that will educate you on your state of wellness.

These results are not intended to cure, diagnose, or treat any disease or condition. We have provided you suggestions and considerations based upon helpful third-party guidelines, however they are not intended to replace the advice of your healthcare provider, and you should never stop or start any medical treatment without first speaking to your healthcare provider. Depending on your medical history and your state of health and wellness, your healthcare provider may need to confirm your CRL results through additional testing before providing you with a diagnosis.

CRL offers laboratory tests with at-home, patient service center, and mobile phlebotomy collection for general wellness monitoring. Our test results provide personalized information and are meant only for wellness purposes. They are not intended to diagnose or treat any disease or medical condition and are not a substitute for professional medical advice or clinically-guided treatment. We always recommend seeking the advice of a physician or other qualified health care provider with any questions you have regarding interpretation of your laboratory test results, a medical condition, or other health-related issues. You should not make changes in treatment plans without first talking to your health care provider, including changes in medicine, diet, or exercise regimens. CRL does not have a doctor-patient relationship with you, nor does it have access to a complete medical history or physical examination conducted by a physician that would be necessary for a complete diagnosis and comprehensive treatment plan. Neither you nor your physician should rely solely on this guidance.