

## **PWNHealth Informed Consent**

**BY CLICKING “I ACCEPT,” YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THIS INFORMED CONSENT. IF YOU DO NOT CLICK “I ACCEPT”, YOU WILL NOT BE ABLE TO USE OR RECEIVE THE SERVICES.**

### **General Informed Consent**

I agree to receive the services provided by PWNHealth (the administrative services provider of the professional entities), PWN Remote Care Services, PW Medical Professional and certain other affiliated professional entities (collectively, “PWN”, “PWNHealth”, “we” or “us”) relating to ordering laboratory tests (“Tests”), including, without limitation, physician oversight, ordering of Tests, physician education sessions, physician consultations via telemedicine (“Consults”), any customer support or counseling and any other related services provided by PWN or its service providers and partners (the “PWN Services”). All clinical PWN Services, including PWN Services provided by physicians, will be provided through PWN Remote Care Services, PW Medical Professional or their affiliated professional entities.

If you have ordered an HIV Test (including as part of a panel), please also review the Informed Consent to Perform HIV Testing immediately following this General Informed Consent.

I acknowledge and agree to the following:

- I have read and understand the information provided about the Test(s) that I am ordering on the QuestDirect website.
- The information I have provided in connection with the PWN Services is correct to the best of my knowledge. I will not hold PWNHealth or its health care providers responsible for any errors or omissions that I may have made in providing such information.
- I authorize my health information and results to be shared by and among PWNHealth and its affiliates, professional corporations, health care providers, staff and agents and Quest Diagnostics and its staff and agents in connection with the PWN Services and the QuestDirect services.
- The PWN Services do not constitute treatment or diagnosis of any condition, disease or illness, except for Consults as described below.
- If I receive an abnormal result on a Test that PWNHealth determines warrants an alert call, I understand that PWNHealth's Care Coordination Team will attempt to call me to review the results, offer education and explain the next steps I should take. PWNHealth's Care Coordination Team may leave me a voice message at my designated telephone number. I also understand that if I am not able to be reached, PWNHealth's Care Coordination Team will mail a follow-up letter to my designated address (the letter will not include my test results). If I receive an abnormal result and have not connected with PWNHealth's Care Coordination Team, I understand that I should not delay following up with my personal physician.
- I understand that after receiving my Results for an STD Test, including HIV, I will have the opportunity for a telemedicine Consult with a PWNHealth physician. I understand that after receiving my Results for non-STD Tests, I will have the opportunity for either an education session with a PWNHealth physician or a telemedicine Consult with a PWNHealth physician, as determined by applicable law. If my Results show that I have Chlamydia, Gonorrhea, HSV 2, or Trichomoniasis (the “Treatment Conditions”), the physician may be able to prescribe medication

during the Consult, if appropriate. I understand that if my Results show that I have one of the Treatment Conditions, it is important to schedule a Consult as soon as possible or obtain other treatment.

- I certify that throughout the duration of my Consult I will be physically present in the state of residence I provided or other state of which I have notified PWNHealth.
- I am responsible for forwarding any results to my primary care or other personal physician and for initiating follow up with such physician for care, diagnosis, medical treatment or to obtain an interpretation of the Results.
- I will not make medical decisions without consulting a healthcare provider or disregard medical advice from my healthcare provider or delay seeking such advice based on information as a result of the use of the PWN Services.
- If I receive an abnormal result on certain STD Tests, my name and result will be disclosed to my state health agency in accordance with applicable law.
- If I receive an abnormal result on an STD Test, it is important that I notify my sexual and needle sharing partners and follow up with my personal physician to receive treatment.

I understand that PWN Services, including Consults, are delivered by health care providers who are not in the same physical location as I am using electronic communications, information technology or other means, including the electronic transmission of personal health information. I also understand that:

- A PWNHealth physician will determine whether or not PWN Services, including any treatment, are appropriate for me.
- For Consults, the scope of services will be at the sole discretion of the physician treating me, with no guarantee of diagnosis, treatment, or prescription. The physician will determine whether or not the condition being diagnosed and/or treated or the PWN Services being rendered are appropriate for a telehealth encounter.
- I have the right to withdraw my consent to the use of telehealth in the course of my care at any time by contacting the PWNHealth's Care Coordination Team by calling 855-205-6146 or emailing [patientservices@pwnhealth.com](mailto:patientservices@pwnhealth.com).
- Any video feed from the Consult will not be retained or recorded by PWNHealth.
- My health and wellness information pertaining to telehealth services are governed by the PWNHealth Terms of Use and PWNHealth Notice of Privacy Practices.
- I may need to see a health care provider in-person for diagnosis, treatment and care.
- There are potential risks associated with the use of technology, including disruptions, loss of data and technical difficulties.
- There are alternative services, such as visiting a primary care provider, an emergency room, or an urgent care facility; however, I chose to proceed with the PWN Services at this time.

I understand that if I have any questions before or after my Test, I can contact PWNHealth's Care Coordination Team by calling 855-205-6146 or emailing [patientservices@pwnhealth.com](mailto:patientservices@pwnhealth.com).

I authorize PWNHealth to use the email address and phone number I provided in connection with my QuestDirect account to contact me in connection with the PWN Services, including followup after a Consult. I am responsible for contacting QuestDirect or PWNHealth's Care Coordination Team by calling 855-205-6146 or emailing [patientservices@pwnhealth.com](mailto:patientservices@pwnhealth.com) to notify them of any changes to my mailing address, email address, phone number or other information that I provided in connection with the PWN Services.

I have read this Informed Consent carefully, and all my questions were answered to my satisfaction. I hereby consent to participate in the PWN Services pursuant to the terms, conditions, standards, and requirements set forth herein, in the PWNHealth Terms of Use and PWNHealth Notice of Privacy Practices or as otherwise provided to me.

**Informed Consent to Perform HIV Testing  
(This Consent Applies Only If You Purchase An HIV Test)**

I have been provided with and I understand the following information regarding HIV testing:

- **What is HIV?** HIV stands for human immunodeficiency virus. It's the virus that causes AIDS. It damages your immune system, making it easier for you to get sick and even die from infections or diseases, like cancer, that your body could normally fight off.
- **How does the test work?** The HIV test is a blood test that looks for HIV and requires you to provide a sample of your blood. The test is divided into three parts to ensure accuracy. The first test looks for antibodies your body makes when have been infected with HIV, as well as part of the virus itself. If the result of the first part is non-reactive, you are not infected with the HIV virus. If it is reactive, a second test, which looks for antibodies against HIV, is run from the same blood sample. If this test is reactive, it is highly likely you are infected with the HIV virus. If it is non-reactive or indeterminate, a third test is run. This last test looks for RNA, HIV's genetic material. If this test is positive, then it confirms that there is HIV infection. Another test may be recommended if all three parts of the test are negative but there is still a strong reason to think you have been infected.
- **Timing of Testing.** After being infected with HIV, it takes several weeks and possibly months for blood tests to detect the virus. If you test too soon, the test may be negative even if the virus is in your body. If you think you may have been exposed to HIV in the last 3 days, you should immediately contact a doctor. Prompt treatment, also called post-exposure prophylaxis (PEP), within 3 days of a possible exposure, can decrease the chance that you will develop an HIV infection.
- **Test Results and Counseling.** If your test shows that you have HIV, PWN's Care Coordination Team will call you to review the results and explain the next steps you should take, including where you can get treatment. After your test you will be offered education, counseling, and information regarding your results.
- **Treatment of HIV.** There are treatment options for HIV. There's no cure for HIV, but medication can slow down the damage the virus causes. New medications have made it possible for people with HIV to live about as long as they would without HIV. Getting tested means getting treatment that will help you stay healthy longer and lower the chances of spreading the virus to others.
- **Safe Practices.** Individuals with HIV/AIDS can adopt practices to protect uninfected people from becoming infected. Use condoms every time you have sex.
- **Partner Notification.** If you test positive, it is important to notify your sexual and needle sharing partners and many states require that you do so. There are resources available from your local health department which can help you notify your partners. Be honest with your future partners so you can both be informed and help each other stay healthy.

- **Further Testing.** Even if your test results are negative, the CDC recommends yearly testing for some people, including those with multiple sex partners, men who have sex with men, those who use IV drugs, and those who've had another STD. Ask your doctor if you should be tested every year.
- **Additional Information.** Additional information regarding HIV is available on the QuestDirect website.

I understand that if I have any questions before or after the HIV test, I can contact PWNHealth's Care Coordination Team by calling 855-205-6146 or emailing [patientservices@pwnhealth.com](mailto:patientservices@pwnhealth.com).

I understand that the testing being offered is confidential but not anonymous. It requires my name and credit card information. Anonymous testing options are available at in-person specialized testing centers.

I understand that the law prohibits discrimination based on an individual's HIV status. PWN Services are available if I believe I have experienced discrimination based on my HIV status.

I understand that the law protects the confidentiality of test results. As required by state law, if I am positive for HIV, my name and results will be reported to my state's health department. I also understand that my health information and results may be shared with other PWNHealth health care providers, including physicians, and counselors for purposes of providing care to me.

I understand that testing is voluntary and that I may withdraw my consent to testing at any time prior to the completion of the laboratory test by contacting PWNHealth's Care Coordination Team by calling 855-205-6146 or emailing [patientservices@pwnhealth.com](mailto:patientservices@pwnhealth.com).

I have read and understand the information that has been provided to me. I have been given the opportunity to ask questions about HIV testing and all of my questions have been answered to my satisfaction.

I have read and understood this Informed Consent for HIV Testing and hereby consent to be tested for HIV pursuant to the terms, conditions, standards, and requirements set forth herein, in the PWNHealth Terms of Use and PWNHealth Notice of Privacy Practices or as otherwise provided to me.

PWNHealth Terms of Use  
Effective Date: October 15, 2018

PWNHEALTH WILL NOT PROVIDE ANY SERVICES FOR MEDICAL EMERGENCIES OR URGENT SITUATIONS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SERVICES.

These Terms of Use (“Terms”) govern your use of the services provided by PWN Remote Care Services, PW Medical Professional, certain affiliated professional entities and PWNHealth, LLC (the administrative services provider of the professional entities) (collectively, “PWN”, “PWNHealth”, “we” or “us”) relating to ordering laboratory tests (“Tests”), including, without limitation, physician oversight of Test requests, receipt of Test results (“Results”), education sessions (“Education Sessions”), telehealth consultations with PWN affiliated physicians (“Consults”), any customer support or counseling and any other related services provided by PWN or its service providers and partners (the “PWN Services”). PWN is not responsible for the QuestDirect services, including, without limitation, the provisions of the Test or other services provided through or in connection with the QuestDirect website. In these Terms, the terms “you” and “yours” refer to the person accessing and/or using the PWN Services.

Your use of the PWN Services are subject to any additional terms and polices, such as our Notice of Privacy Practices below and any consents, of which we provide notice to you.

By using the PWN Services, you acknowledge that you have read, understood and agree to be legally bound by and comply with these Terms, the Notice of Privacy Practices, and any and all additional terms and policies. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE PWN SERVICES.

A link to these Terms will be located under the “My Orders” tab on the QuestDirect website.

**1. Changes to our Terms.** We reserve the right to modify or amend these Terms, in whole or in part, at any time, and for any reason, in our sole discretion, with or without liability to you or any third party. All changes to these Terms will be effective immediately upon their posting to the QuestDirect website. We will notify you of material changes to these Terms by posting the changes on the QuestDirect website. Continued use of the PWN Services after the effective date of such modified Terms will indicate your acknowledgement and agreement to be bound by the modified Terms. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Each version of our Terms will be prominently marked with an effective date at the top of this page. If any of the provisions of these Terms are not acceptable to you, your sole and exclusive remedy is to discontinue your use of the PWN Services.

**2. PWN Services.** Except for Consults, (a) PWN does not provide medical advice and the PWN Services, including, without limitation, Education Sessions are provided solely for informational purposes, and do not constitute treatment or diagnosis of any condition, disease or illness and (b) PWN’s physicians do not and will not prescribe or order any drugs or medication in connection with the PWN Services. PWN Services do not replace your existing primary care or other relationship with your physician. You are solely responsible for forwarding any Results to your primary care or other personal physician and for initiating follow up with such physician for care, diagnosis, medical treatment or to obtain an interpretation of the

Results. PWN will not forward your Results to your personal physician. You should not make medical decisions without consulting with a physician. Do not disregard medical advice from your healthcare provider or delay seeking such advice based on the information obtained as a result of your use of the PWN Services. The PWN Services are not intended to make a medical necessity determination.

By accepting the Terms, you understand that PWN may send you messages, reports and emails regarding the PWN Services, Tests, Results, and/or any personal or health information you have provided in connection with the PWN Services. You further understand and agree that it is your responsibility to monitor and respond to these messages, reports, and emails.

### **3. Eligibility.**

The PWN Services are not intended or designed for individuals under the age of 18. By using the PWN Services, you confirm that you are age 18 or over.

The PWN Services are intended for individuals located and residing in the United States. However, the PWN Services may not be available in certain U.S. states. You will be notified if the PWN Services are not available in the state in which you are located. You agree that any and all data you provide or make available shall relate only to users located in the United States. By using the PWN Services, you confirm that you are located in the United States when you receive the PWN Services. You shall not access the PWN Services outside of the United States and PWN disclaims any responsibility for any attempt by you to do so.

You agree that any data submitted or provided by you or on your behalf in connection with the PWN Services is truthful, accurate, and appropriate. You agree that the PWN Services that you request are for your own personal use and that you will not order a Test for another person.

You may be ineligible for a Test based on the information that you provided (e.g., certain Tests may only be intended for women) or otherwise. You will be notified if it is determined that you are not eligible for a Test.

### **4. Payment.**

QuestDirect will collect your payment for the PWN Services on behalf of PWN on its website as its collection agent. You will be notified of the fees for the PWN Services on the QuestDirect website. PWN reserves the right to change prices in our sole discretion at any time; however, the QuestDirect website will reflect then-current prices.

The PWN Services are paid for by you and are not intended to be reimbursed by any health plan. PWN does not submit or process insurance paperwork or claims. You understand that the PWN Services purchased are solely your financial responsibility and that you will not submit any invoice or claim for reimbursement to any insurer or health plan (including, but not limited to, Medicare, Medicaid or any private health insurer or plan). Medications prescribed during Consults may not be reimbursable through Medicaid.

### **5. Physician Oversight.**

PWN affiliated independent physicians provide clinical oversight of Test requests. Test requests and the information you provide are evaluated and if appropriate, a physician will order the Test requested by you. If you receive an abnormal result on a Test that PWNHealth determines warrants an alert call, you understand that PWNHealth's Care Coordination Team will attempt to call you to review the results, offer education and explain the next steps you should take. If you receive an abnormal result and have not connected with PWNHealth's Care Coordination Team, you should not delay following up with your personal physician. All PWN Services provided by physicians shall be provided through PWN Remote Care Services or its affiliated professional entities. As part of the PWN Services, after you receive your Results, you will have the opportunity to receive either a telehealth Consult or an Education Session, each with a PWNHealth physician, as described below.

You acknowledge that the ordering physician may be required by statute to report your Results (e.g., a positive STD test) to the local health department.

## **6. Consults and Education Sessions**

You understand that after receiving your Results for an STD Test, including HIV, you will have the opportunity for a telehealth Consult with a PWNHealth physician. You understand that after receiving your Results for non-STD Tests, you will have the opportunity for either an education session with a PWNHealth physician or a telemedicine Consult with a PWNHealth physician, as determined by applicable law. You will be notified if you are eligible for a Consult or Education Session and whether your Consult may include treatment.

Consults must be arranged through the PWN Care Coordination Team. If you elect a Consult, you will be asked to complete a brief intake survey to collect necessary health information prior to scheduling your Consult. You may speak with the physician by phone or video, depending on your state's regulations. If the physician does not reach you after three attempts, you can contact the PWN Care Coordination Team at the "Contact Us" number below to reschedule.

If your results show that you have Chlamydia, Gonorrhea, HSV 2, or Trichomoniasis, if you elect to have a Consult, the physician may be able to prescribe medication for your condition. The physician will speak with you to assess your eligibility for treatment and, if appropriate, based on the Consult and your health information, send a prescription to the pharmacy of your choice. The scope of services will be at the sole discretion of the physician, with no guarantee of diagnosis, treatment, or prescription.

If you are eligible for a Consult but don't have one of the above conditions, the physician can discuss your specific test results and symptoms and talk about plans for managing your health. However, no diagnosis, treatment or prescriptions will be provided other than for the conditions listed above. You will need to follow up with your personal physician for diagnosis, treatment or prescriptions.

If you are eligible for an Education Session, as described above, you may arrange for an Education Session with a PWN licensed physician. Education Sessions are educational sessions providing general information about a test and/or condition, not your specific results or symptoms. They are provided solely for informational purposes, and do not constitute treatment or diagnosis of any condition, disease or illness, or otherwise constitute the practice of medicine. Physicians will not prescribe or order any drugs or medication in connection with Education Sessions. You may be instructed to follow-up with your local healthcare provider for care.

**7. Privacy.**

Please review the PWNHealth Notice of Privacy Practices, which describes PWNHealth's practices regarding the information that PWNHealth may collect from users of the PWN Services, and which is available below. By accessing and using the PWN Services, you hereby consent to all actions we may take with respect to your information consistent with these Terms and our Notice of Privacy Practices.

**8. Limitation of Liability.**

IN NO EVENT WILL PWN OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS OR SERVICE PROVIDERS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, MOBILE PHONE DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY ACCESS TO OR USE OF (OR INABILITY TO USE) OR ANY PWN SERVICES. THE PRECEDING DISCLAIMERS AND LIMITATIONS SHALL APPLY EVEN IF PWN OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL THE TOTAL LIABILITY OF PWN AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS AND SERVICE PROVIDERS ARISING IN CONNECTION WITH OR UNDER THESE TERMS EXCEED U.S. ONE HUNDRED DOLLARS (\$100 USD). YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THESE TERMS OR THE PERFORMANCE OR NON-PERFORMANCE OF THE PWN SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR BE FOREVER BARRED.

**9. Disclaimers.**

PWN SERVICES AND RELATED CONTENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. PWN AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS AND SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AND ALL CONDITIONS WITH REGARD TO THE PWN SERVICES, AND RELATED CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PWN SERVICES.

YOUR USE OF THE PWN SERVICES IS AT YOUR OWN RISK. PWN AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS AND SERVICE PROVIDERS SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN BY YOU OR OTHERS THAT IS BASED ON THE CONTENT PRESENTED THROUGH THE PWN SERVICES OR QUESTDIRECT WEBSITE AND MAKE NO REPRESENTATIONS OR WARRANTIES THAT: (I) THE PWN SERVICES, AND/OR RELATED CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES, “TROJAN HORSES” OR OTHER MALICIOUS CODE OR DISABLING DEVICES; (II) THE CONTENT RELATED TO THE PWN SERVICES IS ACCURATE, COMPLETE, RELIABLE OR CURRENT; AND (III) THERE WILL BE NO DELAY, FAILURE OR CORRUPTION OF DATA TRANSMITTED THROUGH THE QUESTDIRECT WEBSITE. IN NO EVENT SHALL PWN BE LIABLE FOR ANY DAMAGES OR HARM CAUSED FROM OR BY YOUR USE OF THE PWN SERVICES, OR ANY RELATED CONTENT, INCLUDING IF SUCH USE VIOLATES THESE TERMS.

PWN DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING ANY PWN SERVICES PROVIDED BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, SERVICES PROVIDED BY QUEST DIAGNOSTICS, AND/OR OTHER PROVIDERS OF LABORATORY SERVICES.

**10. Indemnification.** You agree to defend, indemnify and hold harmless PWN, its subsidiaries and its affiliates, and their respective officers, directors, employees, agents, partners, licensors, physicians, healthcare providers and service providers, from and against any and all claims, actions, demands, liabilities, settlements, costs, or expenses, including, without limitation, reasonable legal fees, legal costs and accounting fees, arising out of, or alleged to arise out of: (i) your violation of these Terms, other policies or any and all applicable laws, rules or regulations; or (ii) your use of materials or features of the PWN Services in an unauthorized manner.

**11. Ownership; Intellectual Property and Proprietary Rights.**

Certain names, logos, brands and other materials displayed in connection with the PWN Services and through the QuestDirect website may constitute trademarks, trade names, services marks or logos (“Marks”) of PWN or its affiliates, including, without limitation “PWN”, “PWNHealth” and “PWN Remote Care Services”. You are not authorized to use any such Marks without the express written permission of PWN or its affiliates. Ownership of all such Marks and the goodwill associated therewith remains with us or our affiliates. All intellectual property rights in the PWN Services, and any suggestions, ideas or other feedback provided by you, are the sole and exclusive property of PWN or our service or content providers and are protected by United States and foreign intellectual property laws.

**12. Term; Termination.** The Terms, as may be amended from time to time, will remain in full force and effect as long as you continue to access or use the PWN Services, or until terminated in accordance with the provisions of these Terms. We, in our sole discretion, with or without notice to you, at any time and for any reason, may terminate, suspend or modify: (i) any of the rights granted by these Terms; (ii) the permission granted to you to access and/or use the PWN Services; and (iii) the PWN Services. You may terminate the Terms at any time by discontinuing use of the PWN Services. Your permission to use the PWN Services automatically terminates if you violate these Terms. PWN shall not be liable if, for any

reason, all or any part of the PWN Services is unavailable. Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination.

**13. Equitable Relief.** You acknowledge and agree that breach of these Terms will result in irreparable harm that would be difficult to measure; and, therefore, that upon any such breach or threat of such breach, PWN shall be entitled to seek injunctive and other appropriate equitable relief from any court of competent jurisdiction (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, under these Terms, or otherwise.

**14. General.** These Terms, the PWN Notice of Privacy Practices, consents and any other agreements incorporated by reference herein constitute the entire agreement between you and PWN with respect to access to and use of the PWN Services. These Terms and your use of the PWN Services are governed by the laws of the State of Delaware, without respect to its conflict of law principles. In the event a dispute arises between the parties under these Terms or that in any way relates to your use of the PWN Services, the parties hereby agree to binding arbitration, which will be conducted in New York, New York, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If any provision of these Terms is found to be invalid or unenforceable by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition, or of any other term or condition. You may not assign or transfer your rights or obligations under these Terms without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void. There are no third-party beneficiaries to these Terms. PWN may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

**15. Contact Us.**

Should you have questions about the PWN Services, you may contact us at:

Phone Number: 855-205-6146

Address: PWNHealth, LLC  
123 W 18<sup>th</sup> Street  
New York, NY 10011

Email Address: [patientservices@pwnhealth.com](mailto:patientservices@pwnhealth.com)

**Last updated:** October 15, 2018

## Notice of Privacy Practices Regarding Health Information

This notice describes how health information about you may be used and disclosed, and how you can get access to this information. Please review it carefully.

**How we May Use and Disclose your Health Information.** We may use your health information and disclose it to appropriate persons, authorities and agencies, as allowed by federal and state law. Please be aware that state and federal law may have more requirements on how we use and disclose your health information. If there are specific, more restrictive requirements, even for some of the purposes listed above, we may not disclose your health information without your written permission as required by such laws. We may also be required by law to obtain your written permission to use and disclose your information related to treatment for a mental illness, developmental disability, or alcohol or drug abuse. We may do this without your written permission for the following limited purposes:

1. Treatment.
2. Payment.
3. Required by Law.
4. Public Health.
5. Reporting Victims of Abuse or Neglect.
6. Health Care Oversight.
7. Legal Proceedings & Law Enforcement.
8. Death.
9. Serious Threats to Health or Safety.

We may also disclose any information that you provide to use or that is provided on your behalf, including, without limitation, your laboratory test results. You have the right to request a restriction or limitation on the disclosure of such information as set forth below.

**Your Health Information Rights.** You have the right to:

1. Read and copy your health information.
2. Request to correct your health information.
3. Request to restrict certain uses and disclosures of your information. You have the right to request in writing that we restrict how your health information is used or disclosed. For most requests, under the law, we are not required to agree to your request. In some cases, we may not be able to agree to your request because we do not have a way to tell everyone who would need to know about the restriction. There are other instances in which we are not required to agree with your request. We will inform you when we cannot find a way to carry out your request.
4. Receive a record of how we disclosed your information.
5. Receive notification of a breach and obtain a paper copy of this notice.

Contact us at [info@pwnhealth.com](mailto:info@pwnhealth.com) or PWNHealth, 123 W 18<sup>th</sup> Street, New York, NY 10011 Attn: Privacy Officer with any questions or concerns regarding the above.