

PWNHealth 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.

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, “PWNHealth”, “we” or “us”) relating to ordering laboratory tests (“Tests”), including, without limitation, clinical review of Test requests, receipt of Test results (“Results”), genetic counselor outreach, genetic counseling, any customer support or counseling and any other related services provided by PWN or its service providers and partners (the “Services”). All clinical Services, including Services provided by physicians, will be provided through PWN Remote Care Services, PW Medical Professional or their affiliated professional entities.

I understand that Services 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 PWN physician will determine whether or not Test(s) and Services, including any treatment, are appropriate for me.
- I have the right to withdraw my consent to the use of telehealth services by contacting the PWN's Genetics Team by calling (888) 494-7333.
- My health and wellness information pertaining to the 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; however, I chose to proceed with the Services at this time.

I specifically authorize the transfer and release of my information, including my lab test results and other health information, submitted by me or about me in connection with the Services, to, between and among myself and the following individuals, organizations and their representatives: (a) the applicable laboratory and its affiliates, their staff and agents; (b) PWN and its affiliates, and their staff, agents, and health care providers, including physicians, and genetic counselors, and (c) as required or permitted by law to facilitate and execute the services requested me or performed with my consent (including receiving, reviewing and approving a laboratory request; reviewing, processing and delivering the laboratory test value(s)/result(s)) and genetic counseling.

I understand that if I have any questions before or after my Test, I can contact PWN's Genetics Team by calling (888) 494-7333.

I authorize PWN to use the email address and phone number I provided in connection with my registration for the Test(s) (or that I updated by contacting PWN's Care Coordination Team as described below) to contact me in connection with the Services, including followup. I am responsible for contacting PWN's Genetics Team by calling (888) 494-7333 to notify them of any changes to my mailing address, email address, phone number or other information that I provided in connection with the Services.

I understand that testing is voluntary and that I may withdraw my consent to the Services by contacting PWN's Genetics Team by calling (888) 494-7333.

I have read this Consent carefully. I have had the opportunity to ask questions regarding the Test(s) and seek genetic counseling. All my questions were answered to my satisfaction and I understand the purpose of the Test(s). I hereby consent to participate in the 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.

Notice of Privacy Practices Regarding Health Information

This notice describes how medical 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. 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 or PWNHealth, 123 W 18th Street, New York, NY 10011 Attn: Privacy Officer with any questions or concerns regarding the above.

PWNHealth Terms of Use
Effective Date: November 15, 2018

PWN 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”, “we” or “us”) relating to ordering laboratory tests (“Tests”), including, without limitation, clinical review of Test requests, receipt of Test results (“Results”), genetic counselor outreach, genetic counseling, any customer support or counseling and any other related services provided by PWN or its service providers and partners (the “Services”). PWN is not responsible for laboratory, the provisions of the Test or other services provided through or in connection with the website through which you ordered the Test. In these Terms, the terms “you” and “yours” refer to the person accessing and/or using the Services.

Your use of the Services are subject to any additional terms and polices, such as our Notice of [Privacy Practices](#) and any consents, of which we provide notice to you.

By using the 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 SERVICES.

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 this webpage. We will notify you of material changes to these Terms by conspicuously posting the changes on the website through which you ordered your test. Continued use of the 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 Services.

2. PWN Services. PWN does not provide medical advice and the Services are provided solely for informational purposes, and do not constitute treatment or diagnosis of any condition, disease or illness. PWN’s physicians do not and will not prescribe or order any drugs or medication in connection with the Services. 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 or medical treatments. 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 Services. The 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 Services, Tests, Results, and/or any personal or health information you have provided in connection with the Services. You further understand and agree that it is your responsibility to monitor and respond to these messages, reports, and emails.

3. Eligibility.

The Services are not intended or designed for individuals under the age of 18 or the applicable age or majority in the relevant state. By using the Services, you confirm that you are age 18 or over or over the age or majority in your state, as applicable.

The Services are intended for individuals located and residing in the United States. However, the Services may not be available in certain U.S. states. You will be notified if the Services are not available in the state in which you are located. You agree that any and all data you provide or make available in connection with the Services shall relate only to users located in the United States. By using the Services, you confirm that you are located in the United States when you receive the Services. You shall not access the 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 Services is truthful, accurate, and appropriate. You agree that the 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.

The test provider will collect your payment for the Services on behalf of PWN through the website through which you ordered your Test. PWN reserves the right to change prices in our sole discretion at any time; however, such website will reflect then-current prices.

The 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.

5. Test Request Review.

PWN affiliated independent physicians evaluate Test requests and determine whether testing is appropriate for you. All Services provided by physicians or genetic counselors shall be provided through PWN Remote Care Services or its affiliated professional entities.

6. Genetic Counseling

A PWN genetic counselor may contact you prior to the Test(s) to obtain additional information to determine if the Test(s) is appropriate for you. PWN will offer post-test genetic counseling, as applicable, through PWN genetic counselors. You may contact the PWN clinical team either before or after the Test(s) at the contact number provided below.

7. Privacy.

Please review the Notice of [Privacy Practices](#), which describes PWN's practices regarding the information that PWN may collect from users of the Services. By using the 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, GENETIC COUNSELORS, 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) ANY 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 SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR BE FOREVER BARRED.

9. Disclaimers.

EXCEPT AS SET FORTH IN THESE TERMS, 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 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 SERVICES.

PWN AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES THAT THERE WILL BE NO DELAY, FAILURE OR CORRUPTION OF DATA TRANSMITTED IN CONNECTION WITH THE SERVICES.

PWN DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING ANY SERVICES PROVIDED BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, SERVICES PROVIDED BY THE TEST PROVIDER, AND/OR OTHER PROVIDERS OF LABORATORY SERVICES. PWN IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSION IN THE INFORMATION YOU PROVIDE OR THAT IS PROVIDED TO PWN ON YOUR BEHALF.

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 Services in an unauthorized manner.

11. Ownership; Intellectual Property and Proprietary Rights.

All content, text, graphics, logos, icons and images provided by PWN through or in connection with the Services, and all intellectual property rights therein, 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. The Services also contain proprietary and confidential information that is protected under U.S. and foreign intellectual property laws, including copyright, trademarks, service marks, patents or other proprietary rights and laws.

Except as expressly authorized by PWN, you may not use, sell, modify, reproduce, distribute, create derivative works of or otherwise exploit any information or content made available to you on or through the Services, in whole or in part. PWN grants you a limited, non-exclusive right to access and use the Services solely for personal, non-commercial purposes on the condition that you comply with these Terms. Any use of the Services other than as specifically authorized herein is strictly prohibited.

Certain names, logos, brands and other materials displayed in connection with the Services may constitute trademarks, trade names, services marks or logos (“Trademarks”) of PWN or its affiliates. You are not authorized to use any such Trademarks without the express written permission of PWN or its affiliates. Ownership of all such Trademarks and the goodwill associated therewith remains with us or our affiliates.

PWN and our service providers, and our successors and assigns, may use, copy, reproduce, modify, analyze, perform, display, distribute and otherwise disclose to third parties any data for purposes of providing Services to you; conducting research or analyses of such data; and designing, developing, implementing, modifying and/or improving new, current or future features, products and services of PWN using such data.

All rights not expressly granted in these Terms are reserved.

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 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 Services; and (iii) the Services. You may terminate the Terms at any time by discontinuing use of the Services. Your permission to use the Services automatically terminates if you violate these Terms. PWN shall not be liable if, for any reason, all or any part of the 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 Services. These Terms and your use of the 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 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 Services, including about your Test or Results, you may contact us at:

Phone Number: (888) 494-7333

Address: PWNHealth, LLC
123 W 18th Street
New York, NY 10011

Email Address: gc@pwnhealth.com

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