

HNL PATIENT PORTAL TERMS OF USE

The following are the terms of use ("Terms of Use") for the patient portal ("Patient Portal") of Health Network Laboratories, L.P. ("HNL"). Please take a moment to review the Terms of Use before accessing or using the Patient Portal. The goal of the Patient Portal is to provide patients with an online means to view and print information relating to the services provided by HNL ("Services") and a secure electronic method of communication. The Terms of Use constitute a binding legal contract between HNL (also referred to as "we," "us," or "our") and you ("you" and "your") which governs your use of the Patient Portal. By accessing the Patient Portal, you confirm that you have read, understand and agree to be bound by the Terms of Use, and warrant to HNL that you will not use the site for any purpose that is unlawful or prohibited by these Terms of Use. If you do not agree to be bound by these Terms of Use, please do not access or use the Patient Portal. If HNL is informed that you are making a possibly unlawful or prohibited use of the Patient Portal, HNL may unilaterally deny your further access to the site. In its sole discretion, HNL may modify these Terms of Use by posting the revised version on the Patient Portal. Such modification shall be effective immediately after the posting of the modified Terms of Use, and your continued access or use of the Patient Portal after the modifications have become effective shall be deemed your conclusive acceptance of the modified Terms of Use.

Use of the Patient Portal

You agree to use the Patient Portal in a manner consistent with all applicable laws and regulations. You agree that you shall not: (a) interfere with or disrupt the Patient Portal or servers or networks hosting or connected to the Patient Portal; (b) transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer hardware or software; (c) provide false or misleading information or impersonate any person or entity; or (d) create a link to, or otherwise link over from your website or web page to the Patient Portal without the written consent of HNL.

Privacy and Security

You will create a username and password upon completing the registration process for a Patient Portal account. It is your responsibility to keep your Portal username and password secure and confidential so that only you, or someone authorized by you, can gain access to your information. YOUR INFORMATION MAY CONTAIN SENSITIVE INFORMATION, INCLUDING, BUT NOT LIMITED TO, PREGNANCY, HIV/AIDS, DRUG, ALCOHOL AND SEXUALLY TRANSMITTED DISEASE INFORMATION, GENETIC DISEASE, OR GENETIC TESTING, AND YOU ACKNOWLEDGE AND AGREE THAT SUCH SENSITIVE INFORMATION MAY BE VIEWED AND PRINTED THROUGH THE PATIENT PORTAL. Your username and password are crucial elements of protecting the privacy and confidentiality of your information. If you think an unauthorized individual has learned your username and/or password, immediately log into the Patient Portal and change your username and/or password. You are solely responsible for protecting your username and password.

HNL is committed to respecting your privacy and maintaining the confidentiality of your protected health information. We have detailed policies and procedures regarding access to records. For information about our privacy policies concerning your protected health information, please see our HIPAA Privacy Notice.

Though we use state-of-the art security, no system can eliminate 100% of the risks of intentional intrusion or inadvertent disclosure of information. When using the Patient Portal, information will be transmitted over the Internet, a medium that is beyond our control. As a result, while we take steps to protect your information, HNL cannot ensure or warrant the security of any information transmitted through the Patient Portal. YOU HEREBY EXPRESSLY ASSUME THE SOLE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THE PATIENT PORTAL.

Disclaimer of Content

NOTHING CONTAINED IN THE PATIENT PORTAL IS INTENDED TO BE A SUBSTITUTE FOR MEDICAL DIAGNOSIS OR TREATMENT. THE INFORMATION SHOULD NOT BE RELIED ON TO SUGGEST A COURSE OF TREATMENT FOR YOU. USE OF THE PATIENT PORTAL DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP. IT SHOULD NOT BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED

HEALTHCARE PROVIDER. INFORMATION INCLUDED IN THE SITE IS NOT EXHAUSTIVE AND DOES NOT COVER ALL DISEASES, AILMENTS, PHYSICAL CONDITIONS OR THEIR TREATMENT. SHOULD YOU HAVE ANY HEALTHCARE RELATED QUESTIONS, CALL OR SEE YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER PROMPTLY. ALWAYS CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER BEFORE EMBARKING ON A NEW TREATMENT. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN THE PATIENT PORTAL. HNL DOES NOT DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICES AS PART OF THE PATIENT PORTAL.

Termination

You acknowledge and agree that HNL may suspend or terminate your Patient Portal account and/or deny you access to or use of all or part of the Patient Portal without prior notice at any time for any reason. HNL reserves the right to terminate inactive Patient Portal accounts in its sole discretion.

Copyright and Trademark Notice

All content on the Patient Portal is copyrighted by HNL, protected by the copyright laws of the United States of America, and is the property of HNL. Copyright, trademark, patent, and other applicable laws protect the content, services and materials appearing on the Patient Portal, and no material on the Patient Portal is in the public domain. All materials on the Patient Portal may be accessed, downloaded or printed for your own personal use. You shall keep intact any proprietary notices, including copyright notices, contained on any downloaded materials and you shall comply with any applicable end user license agreements. No other use of materials on the Patient Portal may be made without express written permission of HNL. The Patient Portal is owned by Health Network Laboratories, L.P. Other names, trademarks, service marks, and logos of HNL appearing on the Patient Portal may not be used in any advertising or publicity, or otherwise to indicate HNL's sponsorship of or affiliation with any product or service without express written permission of HNL. Nothing contained on the Patient Portal should be construed as granting, by implication, estoppels, waiver or otherwise, any license or right of use to any trademark displayed on the Patient Portal without the written permission of HNL or the third party owner of the trademark, if any. The Patient Portal may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

Use of Third Party Materials

HNL wants to provide users of the Patient Portal with information, services, and products that are valuable to them. Featured programs and other site content within the Patient Portal may link users to third party sites. HNL does not control and is not responsible for the terms and conditions, privacy policies or practices of any third-party sites. If you link to third party sites from this site, HNL encourages you to consult the policy statements of each site you visit.

HNL makes no representations whatsoever about any other website that you may access though the Patient Portal. When you access a non-HNL website, please understand that it is independent from HNL, and that HNL has no control over the content on that website. In addition, a hyperlink to a non-HNL website does not mean that HNL endorses or accepts any responsibility for the content, or the use, of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download from that site is free of such items as viruses, worms, trojan horses, and other items of a destructive nature, and that such use or download complies with copyright and other applicable laws.

Disclaimer of Warranty

THE PATIENT PORTAL AND THE CONTENT CONTAINED THEREIN ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, HNL DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE OPERATION OF THE PATIENT PORTAL, OR THE CONTENT, PRODUCTS AND/OR SERVICES INCLUDED THEREIN, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ACCESS TO THE PATIENT PORTAL MAY BE INTERRUPTED AND THE CONTENT CONTAINED THEREIN MAY NOT BE ERROR FREE.

Limitation of Liability

YOUR USE OF THE PATIENT PORTAL, ANY CONTENT ON THIS PATIENT PORTAL, AND/OR THE SERVICES IS AT YOUR OWN RISK. HNL 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 THE PORTAL OR THE SERVICES, EVEN IF HNL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL HNL, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, SUCCESSORS, ASSIGNS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE PATIENT

PORTAL OR THE INFORMATION, SERVICES AND MATERIALS CONTAINED HEREIN, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OR INABILITY TO USE THE PATIENT PORTAL, (B) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PATIENT PORTAL, (C) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA, OR (d) ANY OTHER MATTER RELATED TO THE PATIENT PORTAL. HNL'S MAXIMUM LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT OF FEES PAID FOR THE SERVICES, IF ANY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE PATIENT PORTAL WILL BE TO STOP USING IT.

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE PATIENT PORTAL WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS.

Indemnification

You agree to indemnify, defend and hold harmless HNL, its officers, directors, employees, agents, partners, advertisers and suppliers from any liability, loss, claim, and expense (including attorneys' fees) resulting from a violation of these Terms of Use, or any activity relating to your use of the Patient Portal, including without limitation, infringement of third parties' worldwide intellectual property rights, negligent, or wrongful conduct by you or any other person at your direction accessing the Patient Portal. Your obligations under this paragraph shall survive and continue in full force and effect after the expiration or termination of your Patient Portal account or the Patient Portal itself.

Choice of Law and Venue

You agree that these Terms of Use, as well as any suit, action, or proceeding arising out of or in connection with any dispute relating to the Patient Portal shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding any conflicts of laws provisions. These Terms of Use are entered into in the Commonwealth of Pennsylvania, U.S.A. Each party to these Terms of Use submits to the exclusive jurisdiction of the state and federal courts sitting in Lehigh County in the Commonwealth of Pennsylvania, U.S.A., and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect.