114873.892 COMP HNL Website Terms of Use Procedure

TERMS OF USE

This site provides information about Health Network Laboratories, L.P. (HNL Lab Medicine), and the products and services which it offers, including diagnostic health testing and services. Please take a moment to review these terms of use before using <u>www.hnl.com</u>. By accessing this site, you agree to be bound by these terms of use, and warrant to HNL Lab Medicine 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 exit this site immediately. If HNL Lab Medicine is informed that you are making a possibly unlawful or prohibited use of the site, HNL Lab Medicine may unilaterally deny your further access to the site. In its sole discretion, HNL Lab Medicine may modify these terms of use, and your continued access or use of the site after the modifications have become effective shall be deemed your conclusive acceptance of the modified terms of use.

Disclaimer of Content

NOTHING CONTAINED IN THE SITE IS INTENDED TO BE INSTRUCTIONAL FOR MEDICAL DIAGNOSIS OR TREATMENT. THE INFORMATION SHOULD NOT BE CONSIDERED COMPLETE, NOR SHOULD IT BE RELIED ON TO SUGGEST A COURSE OF TREATMENT FOR A PARTICULAR INDIVIDUAL. USE OF THIS SITE 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 BEFORE EMBARKING ON A NEW TREATMENT, DIET, OR FITNESS PROGRAM. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ IN THE SITE. THE INFORMATION CONTAINED IN THE SITE IS COMPILED FROM A VARIETY OF SOURCES ("INFORMATION PROVIDERS"). NEITHER HNL LAB MEDICINE NOR INFORMATION PROVIDERS DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICES AS PART OF THE SITE.

The information contained within the "Healthcare Professionals Support" section of our site is intended for the use of healthcare professionals. Healthcare professionals should exercise their own clinical judgment when using our content, tools, or databases.

Features and specifications of products or services described or depicted on the Site are subject to change at any time without notice.

Copyright and Trademark Notice

All content on the site is copyrighted by HNL Lab Medicine, protected by the copyright laws of the United States of America, and is the property of HNL Lab Medicine. Copyright, trademark, patent, and other applicable laws protect the services and materials appearing on the site, and no material on this site is in the public domain. All materials on the site 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 site may be made without express written permission of HNL Lab Medicine.

www.hnl.com is owned by Health Network Laboratories, L.P. Other names, trademarks, service marks, and logos of HNL Lab Medicine appearing on this site may not be used in any advertising or publicity, or otherwise to indicate HNL Lab Medicine's sponsorship of or affiliation with any product or service without express written permission of HNL Lab Medicine. Nothing contained on the Site should be construed as granting, by implication, estoppels, waiver or otherwise, any license or right of use to any trademark displayed on the site without the written permission of the owners of www.hnl.com or the third party owner of the trademark, if any. This site may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

Use of Third Party Materials

HNL Lab Medicine wants to provide users of our site with information, services, and products that are valuable to them. Featured programs and other site content within the site may link users to third party sites. HNL Lab Medicine 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 Lab Medicine encourages you to consult the policy statements of each site you visit.

HNL Lab Medicine makes no representations whatsoever about any other website that you may access though this site. When you access a non-HNL Lab Medicine website, please understand that it is independent from HNL Lab Medicine, and that HNL Lab Medicine has no control over the content on that website. In addition, a hyperlink to a non-HNL Lab Medicine website does not mean that HNL Lab Medicine 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.

Accuracy of HNL Lab Medicine Materials

Although HNL Lab Medicine attempts to ensure the integrity and accuracy of the materials on this site, it makes no guarantees whatsoever as to their correctness or accuracy. It is possible that the materials could include inaccuracies or errors, and that unauthorized additions, deletions, and alterations could be made to these materials by third parties. Information contained on the site may be changed or updated without notice. While the information on the site may be updated frequently, medical information changes rapidly, and therefore, some information may become out of date and/or be inaccurate.

You should be advised that the majority of information that is transmitted over the Internet is not secure and HNL Lab Medicine cannot guaranty the confidentiality of any information transmitted through the site. Therefore, any e-mails and correspondence that you transmit through the site are not secure.

Disclaimer of Warranty; Limitation of Liability

HNL LAB MEDICINE AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE INFORMATION, SERVICES, AND MATERIALS CONTAINED ON THIS SITE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOUR USE OF THIS SITE IS AT YOUR OWN RISK. ACCESS TO THIS SITE MAY BE INTERRUPTED AND INFORMATION, SERVICES, AND MATERIALS MAY NOT BE ERROR FREE. NONE OF HNL LAB MEDICINE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, ADVERTISERS, SUPPLIERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE OR THE INFORMATION, SERVICES AND MATERIALS CONTAINED HEREIN ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, SERVICES AND MATERIALS PROVIDED ON THIS SITE; THEY ALSO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THIS SITE. ALL INFORMATION, SERVICES AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

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

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.

Indemnification

You agree to indemnify, defend and hold harmless HNL Lab Medicine, 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 site, 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 this site.

Choice of Law and Venue

These terms and conditions and the resolution of any dispute related to these terms and conditions shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding any conflicts of laws provisions. These Terms and Conditions are entered into in the Commonwealth of Pennsylvania, U.S.A., and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A., exclusive of its choice of law rules. 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.

Contact Information

HNL Lab Medicine is headquartered in Allentown, Pennsylvania, in the United States of America.

Headquarters: Health Network Laboratories, L.P. DBA HNL Lab Medicine 794 Roble Road Allentown, PA 18109-9110 1-877-402-4221

Specific questions and comments should be directed to the appropriate department via our "Contact Us" page.