

## WEBSITE (WELLCONECT PLUS™) TERMS OF USE

**Last Update:** May 15, 2025

Your use of the websites on which these terms reside (including mobile versions of these sites) (collectively, the “Site”), and the features at this Site are subject to these Terms of Use, which we may update from time to time.

**Please read these Terms of Use carefully before using this Site.** The Site is owned or controlled by Labcorp Employer Services, Inc. (“Company”).

BY ACCESSING THIS SITE IN ANY WAY, INCLUDING, WITHOUT LIMITATION, BROWSING THIS SITE, USING ANY INFORMATION, SUBMITTING INFORMATION TO COMPANY AND/OR INDICATING ACCEPTANCE OF THESE TERMS OF USE DURING THE SITE REGISTRATION PROCESS, YOU AGREE THAT YOU ARE EIGHTEEN (18) YEARS OR AGE OR OLDER, AND YOU AGREE TO AND ARE BOUND BY THE TERMS, CONDITIONS, POLICIES AND NOTICES CONTAINED ON THIS PAGE (THE “TERMS”), INCLUDING, BUT NOT LIMITED TO, THE ARBITRATION PROVISION, CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF DELAWARE LAW. IF YOU DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THE TERMS, DO NOT ACCESS OR USE THE SITE.

**Note that these Terms contain a mandatory arbitration provision that waives any right to trial by jury, requires the use of arbitration on an individual basis, and limits the remedies available to you in the event of certain disputes or claims between us.**

### 1. Site Audience.

This Site is intended for and applicable only for residents of the United States, eighteen (18) years of age or older. If you are from another jurisdiction or under eighteen years of age, you may not use this Site.

### 2. Updates and Amendments.

From time to time we may update this Site and these Terms. Your use of this Site after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. Company may, in its sole discretion, and at any time, discontinue this Site or any part thereof, with or without notice, or may prevent your use of this Site with or without notice to you. You agree that you do not have any rights in this Site and that Company will have no liability to you if this Site is discontinued or your ability to access the Site or any content you may have posted on the Site is terminated for any reason.

### 3. Purpose and Use of the Site.

**This Site should be used for informational and illustrative purposes only. Actual medical treatment and results will vary due to health, weight, activity and other human variables and may be affected by additional factors not considered by or known to this Site. Only a medical professional can determine the treatment appropriate for your specific condition. Talk to your medical provider about what healthcare treatment is right for you and all product, treatment and surgical procedure risks. Company is not a medical professional and does not practice medicine.**

As described in more detail below, this Site (including any screening results that may appear thereon) is provided “as-is” without any warranty of any kind, express or implied, and Company specifically disclaims all liability and responsibility for the results or consequences of any actions taken in reliance on information derived from this Site.

### 4. Arbitration and Class Action Waiver

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU AND COMPANY TO ARBITRATE DISPUTES ON AN INDIVIDUAL BASIS AND LIMIT THE MANNER IN WHICH YOU AND COMPANY CAN SEEK RELIEF FROM EACH OTHER.

**Arbitration Agreement.** You and Company mutually agree, to the fullest extent of the law, that any Dispute (defined below) shall be arbitrated and finally decided by binding arbitration administered by the American Arbitration Association (the “AAA”) under its Consumer Arbitration Rules (available at [www.adr.org](http://www.adr.org)), except as modified below or otherwise mutually agreed to. As used in this Arbitration Agreement, “Dispute” means any dispute, claim, or controversy between us, including any past, currently pending, existing, or future dispute or disagreement, except: (a) claims by employees of Company entities related to the terms or conditions of their employment; (b) claims for personal physical injury or wrongful death or survival claims arising from or in any way related to clinical laboratory services; and (c) claims for unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. You and Company agree that each is giving up, to the fullest extent of the law, any right to have Dispute resolved in court before a judge or jury.

**Class Action Waiver.** You and Company also mutually agree that, to the fullest extent allowed by law, and except as expressly set out below, each may bring claims against the other only in your or its individual capacity, on an individual basis, and not as a plaintiff or class member in any purported class, collective, non-individual, 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 representative, collective, non-individual, or class proceeding, except as stated below. Nothing in these terms should be read to allow for class or consolidated arbitration of any form. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, inapplicable, invalid, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All disputes with respect to whether any other aspect of this Dispute Resolution provision and its terms is unenforceable, unconscionable, applicable, valid, void or voidable shall be determined exclusively by an arbitrator, and not by any court, except as expressly set out below.

**Arbitration Procedures.** Arbitration uses a neutral arbitrator to decide a dispute (instead of a judge or jury); arbitration allows for more limited discovery than a court case; and the arbitration process and results are subject to limited review by courts. In arbitration, you have the right, at your own expense, to be represented by an attorney of your choosing. Arbitrators can award the same damages and relief that a court could award, but any award or recovery must be consistent with this Arbitration Agreement and the Terms. You and Company also agree that any in-person arbitral hearing will occur in the United States in the same county and state as your residence. Any arbitration under this section will be confidential, and documents exchanged may not be used or shared outside of the arbitration process without the prior written consent of the parties or as required by law. To the fullest extent of the law, 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, and the arbitrator cannot award relief for, or on behalf of, anyone who is not a party to the proceeding. The decision of the arbitrator shall be final and binding only as to the parties to the specific arbitration. The award rendered shall not be used as evidence or create any preclusive effect (including but not limited to the doctrines of claim preclusion, issue preclusion, res judicata, or collateral estoppel) in any other action or proceeding, including any subsequent arbitration, litigation, or other dispute resolution proceeding.

Both you and Company agree that each party may elect, before or within 30 days after arbitration is initiated by either party, to have any claims heard in small claims court on an individual (non-class, non-representative) basis for a dispute within the scope of such small claims court's jurisdiction.

**Pre-Arbitration Notice and Good Faith Negotiations.** Both you and Company agree that, before initiating any arbitration proceeding of any kind with the AAA, each party will notify the other in writing of any dispute so that the parties can attempt in good faith to resolve the dispute informally. The notice must be specific and must: (i) include the sender's name, street address, telephone number, and email address; (ii) describe the nature and basis of the dispute including, where applicable, any specific date(s) at issue; (iii) identify the amount of money (if any) at issue; and (iv) identify the specific relief sought. The notice must be signed and include the handwritten signature of, as applicable, either you or a Company employee, depending on which party is providing notice. Notice sent by you to Company shall be sent to the following email and street addresses: [generalcounsel@labcorp.com](mailto:generalcounsel@labcorp.com) and 531 South Spring Street, Law Department, Burlington, NC 27215. Notice sent by Company to you shall be sent to the email and street addresses that you provided to Company. This notice is a requirement and condition precedent to initiating any arbitration proceeding. Compliance with this Pre-Arbitration Notice and Good Faith Negotiations provision is an issue for a court to resolve, not the arbitrator.

If you and Company cannot agree how to resolve the dispute within 60 days after the notice is received by the other party, then either you or Company may, as appropriate and in accordance with this section, commence an arbitration proceeding with a written demand for arbitration that is individual to you and your dispute, including the content set forth above and a handwritten signature. Any limitations period will be tolled from the date the dispute is noticed to the other side until the expiration of this 60-day period.

If the party commencing arbitration is represented by counsel, the written demand for arbitration shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must sign the demand for arbitration. By signing the demand, counsel certifies to the best of counsel's knowledge, information, and belief, formed after a reasonable inquiry, that the demand is neither frivolous nor brought for any improper purpose (such as to harass, unnecessarily delay dispute resolution, or needlessly increase the cost of dispute resolution) and that the allegations in the written demand have evidentiary support or will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

**Arbitration Fees.** The parties' respective responsibilities to pay any fees and costs of arbitration will be governed by the AAA Consumer Rules (and the applicable fee schedules referenced therein), available at [www.adr.org](http://www.adr.org). The parties' good faith negotiation of reasonable fees with the arbitration provider is authorized as needed. Notwithstanding anything to the contrary herein, if the arbitrator determines that your or Company's claim(s) are frivolous, the party bringing the frivolous claim(s) will reimburse the other party for any amounts that other party paid for the arbitration.

**Federal Arbitration Act.** The subject matter hereof affects interstate commerce, and the interpretation and enforceability of this section will be substantively, procedurally, and exclusively governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, et seq., to the maximum extent permitted by applicable law, except as modified by these terms of use.

**Forum Selection.** For any dispute not subject to arbitration, you and Company agree to proceed exclusively in state and federal courts located in Delaware and you agree to be subject to personal jurisdiction there, waiving any jurisdictional, venue, or inconvenient forum defenses or objections to those courts.

## **5. Company Content.**

Content on this Site that is provided by Company or its licensors, including certain graphics, photographs, images, screen shots, text, articles, digitally downloadable files, trademarks, logos, product and program names, slogans,

and the compilation of the foregoing ("Company Content") is the property of Company and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

You agree not to download, display or use any Company Content located on the Site for use in any publications, in public performances, on websites other than this Site, in connection with products or services that are not those of Company, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Company and/or its licensors, that dilutes the strength of Company's or its licensor's property, or that otherwise infringes Company's or its licensors' intellectual property rights. You further agree to in no other way misuse any Company Content that appears on this Site.

#### 6. Acceptable Use of the Site.

The following requirements apply to your use the Site: (a) you will not use any electronic communication feature of the Site for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not access, collect or store personal data about other users; (d) you will not use the Site for any commercial purpose not expressly approved by Company in writing; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

#### 7. User Content.

From time to time on certain areas of our Site you may be able to submit photos, written posts and certain other materials ("User Content"). By using our Site, you agree that you will not post any User Content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by Company; that you will not without authorization post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without limitation, the personnel of Company, or misrepresent an affiliation with another person or organization; you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or feature of the Site. You further understand and agree that you have no ownership rights to any account you may have with us or to any other access to the Site or features therein. Company may cancel your account and delete all User Content associated with your account at any time, and without notice, if Company deems that you have violated these Terms, the law, or for any other reason. Company assumes no liability for any information removed from our Site, and reserves the right to permanently restrict access to the Site or a user account.

By displaying, publishing, or otherwise posting any User Content on or through the Site, you hereby grant to Company a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, reproduce, and distribute such User Content for the purposes of providing, developing and enhancing our services. You represent and warrant that you own the content submitted, displayed, published or posted by you on the Site and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

## 8. Indemnity.

You agree to indemnify and hold Company, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, or any violations thereof by your dependents or which arises from the use of User Content you submitted, posted, or otherwise provided to Company or this Site.

## 9. Accounts, Passwords and Security.

Certain areas of the Site require registration or otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site, or any features at all.

If the Site requires you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you will be asked to enter your name and valid e-mail address and choose a password. It is your responsibility to maintain the confidentiality of your password and account. Additionally, you are responsible for any and all activities that occur under your account. You agree to notify Company immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Site. Company is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge, and is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

## 10. Communications from Company and/or Affiliates.

You agree that you, your physician, and/or your insurance provider may provide (or have provided) Company or its affiliates (such as Laboratory Corporation of America Holdings) with your contact information, including but not limited to your physical address, your email address, and your telephone number. You agree to receive communications from Company and/or its affiliates using that contact information. Among other things, you agree that Labcorp and/or its affiliates may send you recurring informational and/or marketing communications via email, phone call, and/or text message, including autodialed and prerecorded calls and messages.

## 11. Disclaimers; No Representations.

Company makes no representations about the reliability of the features of this Site, the Content, User Content, or any other Site feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. Company makes no representations regarding the amount of time that any Content or User Content will be preserved.

The Internet may be subject to breaches of security. Company is not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that electronic communications and other submissions over the Internet may not be secure, and you should consider this before sending email communications or any other information using the Site. Company makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Site. This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THIS SITE IS PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS SITE OR ANY INFORMATION OR SOFTWARE THEREIN.

#### 12. EXCLUSIONS OF LIABILITY.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, “DAMAGES”) THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE, NOR SHALL COMPANY BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND COMPANY’S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS SITE’S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL COMPANY OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF COMPANY’S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE SITE ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE SITE IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

#### 13. Third Party Websites, Applications and Services.

This Site may hyperlink to other third-party services, websites, applications, software, and other content from third-party providers such as laboratory screening service providers, social media partners, wireless carriers, and third-party software application developers (“Third-Party Services”). The Site may also allow you to add/configure certain Third-Party Services to your device. Third-Party Services are not maintained by or related to Company. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with this Site or Company, and Company makes no representations or warranties about the content, completeness, or accuracy of those Third-Party Services. Company is not responsible for the availability of such Third-Party Services, and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms, including software license terms, of those third parties.

Information you submit through a Third-Party Service is subject to the terms of that Third-Party Service’s privacy policy, and Company has no control over how your information is collected, used, or otherwise handled. Users who utilize Third-Party Services should be aware that account and other personal information held by those third parties may be transmitted through and stored on servers and/or applications located in the United States and elsewhere. You understand and agree that the companies that provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree Company is not responsible for these companies, or their use of any other of your information. Your use of the Third-Party Services is at your own risk.

#### 14. Miscellaneous Provisions.

Both you and Company acknowledge and agree that no partnership is formed and neither of you nor Company has the power or the authority to obligate or bind the other.

These Terms will be governed by and construed in accordance with the internal laws of Delaware without regard to conflicts of laws principles.

On certain areas of our Site, you may be given the ability to provide us with personal information. The [Labcorp Notice of Privacy Practices](#) and the [Website Privacy Policy](#), as applicable, will apply to our collection, use and disclosure of personal information through and in connection with the Site.

The failure of Company to comply with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions, policies and/or executive orders of federal, state or local governmental authorities, pandemics, quarantine restrictions, strikes, labor disputes, freight embargoes, or for any other reason beyond the reasonable control of Company, shall not be deemed a breach of these Terms.

If Company fails to act with respect to your breach or anyone else's breach on any occasion, Company is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute a binding agreement between you and Company, and are accepted by you upon your use of the Site or your account. These Terms constitute the entire agreement between you and Company regarding the use of the Site and your account. By using the Site you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

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