



ADx Healthcare COVID-19 Terms & Conditions

ADx Healthcare shall provide COVID-19 testing services in conjunction with our affiliate Northwest Laboratory to determine whether the Participant tests positive (detected) or negative (not detected) for the presence of the COVID-19 novel coronavirus as of the time of testing (“Testing Services”). No other test results or information are expected to be determined or provided.

ADx Healthcare employs third-party providers to facilitate the Testing Services, including TestDirectly.com, a Health Insurance Portability and Accountability Act (HIPAA) compliant platform, for testing registration, scheduling, payment, and result delivery. The participant agrees to create and accurately complete all necessary portions of Participant’s TestDirectly.com online profile, including providing answers to health questions, medical information, and exposure history. Participant understands and acknowledges that accurate processing of participant COVID-19 testing is contingent on providing full, complete, and accurate medical information to Northwest Laboratory through TestDirectly.com.

The Participant will be notified that results are available via an email generated by TestDirectly.com and the Participant will be required to login to their TestDirectly.com account to view results. The Participant understands that ADx Healthcare is not responsible for the accuracy of the email address used for result notification.

Samples are shipped to Northwest Laboratory using a shipping carrier partner. While ADx Healthcare makes all reasonable attempts to meet the quoted turnaround time for test results, the Participant understands that ADx Healthcare is not responsible for shipping delays outside of ADx control and ADx Healthcare cannot be held liable for any costs related to delayed result delivery.

All of Participant’s personal and medical information shall be kept private and secure, using standard industry practices, and in accordance with HIPAA, except for the potential required disclosures to Federal, State, or Local governments. Federal, State, and Local governments are requiring, by way of mandate, the disclosure of all test results (whether positive, negative, or inconclusive) from COVID-19 testing. Participant understands, acknowledges, and agrees that the results of Participant’s COVID-19 test administered under this Agreement shall be permitted to be disclosed to the applicable Federal, State, and/or Local governments as required by mandate and/or law. Northwest Laboratory shall not be liable for the applicable Federal, State, or Local governments’ use or misuse of any data, testing results, personal or medical information, or any other information provided as a result of the Testing Services. Participant expressly agrees to waive any applicable HIPAA protections only to the extent necessary to fulfill this section.

The COVID-19 testing procedure is a medical procedure, and therefore may involve some degree of discomfort, invasiveness, distress, dissatisfaction, and/or other negative reaction. Participant expressly understands, acknowledges, and accepts that he/she may experience discomfort, invasiveness, distress, and/or other negative reaction as a result of receiving Testing Services under this Agreement. Participant further expressly understands, acknowledges, and accepts that this discomfort, invasiveness, distress, and/or other negative reaction is inherent to the testing process and not a result of any misuse of the testing materials by Northwest Laboratory. Participant agrees that ADx Healthcare cannot be held liable for any discomfort, invasiveness, distress, and/or other negative reaction experienced by Participant as a part of



or result of the Testing Services. In no event shall ADx Healthcare or Northwest Laboratory be liable to participant or to any third party for any loss any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise. Participant acknowledges that, while reasonable precautions are taken by ADx Healthcare to avoid any transmission or exposure, there is a possibility of potential exposure during testing, and Participant is knowingly consenting to this test subject to this risk.