

## Health Information Agreement

Any capitalized term used but not defined in this Agreement shall have the same meaning as in our underlying Terms of Use including the Privacy Policy.

Labfinder, LLC ("LabFinder" or "LF"), for purposes hereof, includes its managers, directors, officers, employees, owners, representatives, agents, subsidiaries, affiliates and partners.

Any parent, guardian or other legal representative executing this Agreement represents and warrants he/she has the appropriate legal representative authority to do so on behalf of the patient or minor.

This Agreement applies to all dates of service, telemedicine services and testing scheduled through LabFinder.

LabFinder is a technology platform, and not a healthcare provider, clinical laboratory or diagnostic testing provider.

### Purpose of Release

I hereby authorize LabFinder and its designees to access, store, disclose and share my Personal Information including Personal Health Information (PHI):

- To book tests with, and obtain test results and interpretation reports from, third party laboratories and radiology providers;
- To enable a physician or other clinician I identify or approve (including any telemedicine or telehealth provider operating via LF) to provide and transmit a test order (for third party laboratories and radiology providers I book with), and to receive test results and interpretive reports for their records;
- To enable communication with me via LF for telemedicine services;
- For purposes of insurance verification, prior authorizations and determining eligibility, co-pay, deductible, co-insurance and/or cost-sharing obligations, including sharing such information with the third party laboratories and radiology providers, telemedicine providers, benefit plan administrators and/or others coordinating claims, billing and payment;
- For third party online usage tracking services to enable LF to better service me, including to enable me to use LF itself, as well as for evaluating my usage of LF and communicating to me information, marketing and promotion that is LF-initiated (i.e., not sold or shared with third parties for them to do so outside of LF, except to the extent I am a patient of the third party) based on my personal and healthcare profile (subject to opt-out rights available on LF);
- For contracting with vendors and suppliers to handle the foregoing tasks for LF and the telemedicine providers operating via LF; and
- For public reporting as required by law or regulation.

I understand that the recipients of the information may benefit financially if I choose to utilize services through them.

I understand that signing this Agreement is voluntary. My healthcare treatment and benefits (including payment rights and eligibility, as applicable) will not be affected if I do not sign this form. I am not required to use LabFinder to schedule my treatment. I understand that I may refuse to authorize the release of any personal or health information as described herein and that my refusal to sign and thereby consent to this release will prevent the disclosure of such information for such purposes, but will not affect the health care services I presently receive, or will receive, from third parties, though it may affect my ability to register with LabFinder and/or use LabFinder. I understand that I may get a copy of this form after I sign it.

I understand that I have the right to inspect and copy the information that I have authorized to be disclosed. I further understand that I have the right to revoke this Agreement in writing at any time, which may affect my ability to use LabFinder. If I do not revoke this Agreement, it will expire when I de-activate my LabFinder account in accordance with mechanisms made available on the LabFinder website, and that re-activation may necessitate re-execution of this Agreement. This Agreement may also be revoked at any time by notifying LabFinder Privacy Office in writing at 969 Third Avenue, 3rd Floor, New York, NY 10022 or by e-mail to [customersupport@labfinder.com](mailto:customersupport@labfinder.com). If I revoke this Agreement, I understand that it will not have any effect on actions that the above named recipients and other business associates, employees, vendors, suppliers, and/or professionals associated with them already took.

I understand that the information described, or some portion thereof, is protected by state law and/or the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). I understand that by signing this Agreement form, I authorize the disclosure and use of my protected health information as described above, and that this information may be re-disclosed if the recipient(s) described on this form are not required by law to protect the privacy of the information.

Nothing herein shall be deemed to prohibit, and LabFinder, LLC is hereby authorized to, use and exploit *de-identified* data and healthcare information derived by it from my use of the LabFinder website and associated mobile app, for any purpose, including for data aggregation, analysis, research, study and sale, and I have no rights in or to any proceeds relating thereto as such data and de-identified information belongs solely to LabFinder, LLC or its successor.