# **Terms and Conditions**

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## 1. Scope of These Terms

These terms of use apply to your use of our www.Smartchoicelabsllc.com Web site (the Site). The Site is owned and operated by Smart Choice Labs, LLC.

## 2. Disclaimer of Content

This site provides information about our company and the products and services offered, including health testing and services.

The clinical information contained within the "Healthcare Professionals" 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.

If you are a patient or healthcare consumer, you should not use information found on this Site to replace a relationship with your physician or other healthcare professional and should not rely on that information as professional medical advice. Always seek the advice of your physician or other qualified healthcare provider concerning questions you have regarding a medical condition, and before starting, stopping, or modifying any treatment or medication. In the case of a health emergency, seek immediate assistance from emergency personnel. Never delay obtaining medical advice or disregard medical advice because of something you have or have not read on this site.

The information (including, without limitation, advice, and recommendations) and services on this Site are intended solely as a general educational aid and are neither medical nor health care advice for any individual problem nor a substitute for medical or other professional advice and services from a qualified health care provider familiar with your medical history. Use of this Site, does not create a doctor-patient relationship. Nothing contained in this Site is intended to be used for medical diagnosis or treatment.

While Smart Choice Labs, LLC attempts to keep all the information on the Site up-todate, medical treatment and knowledge change quickly, and this Site should not be considered error-free or as a comprehensive source of all information on a particular topic. Smart Choice Labs, LLC makes no warranties or representations as to the accuracy of the content of the Site, and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on this Site. Your use of the Site is subject to the additional disclaimers and caveats that may appear throughout these terms and conditions and the Smart Choice Labs, LLC Site. You assume the entire risk of loss in using this Site and materials contained in the Site.

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# 4. Right to Change Terms and Conditions

Smart Choice Labs, LLC may, at any time and from time to time, change these terms and conditions. Any changes to these terms and conditions will be effective immediately upon posting of the changed terms and conditions on the Site. You agree to review these terms and conditions periodically, and use of the Site following any such change constitutes your agreement to follow and be bound by the terms and conditions as changed.

## 5. Links to Other Sites

There are no links to other sites from this website. If you link to third party sites from Smart Choice Labs, LLC, we encourage you to consult the policy statements of each site you visit.

## 6. Links to This Site

Links to this web site can only be allowed via written permission from Smart Choice Labs, LLC. We reserve the right to prohibit or refuse to accept any link to the web site, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time.

# 7. Advertising and Sponsorships

We do not accept paid advertisements or sponsorships on this Site.

#### 8. Communication

By providing your email and/or phone number, you are agreeing to receive communication from Smart Choice Labs, LLC, its affiliates, and its business associates via email, text messages to my mobile number, and phone calls to the number provided (e.g. appointment reminders & confirmation, updates, and urgent lab results, etc.). Message and data rates may apply. Message frequency varies.

I understand that I can opt-out of receiving these communications at any time by calling 1-920-759-1400.

My personal information will be treated confidentially in accordance with Smart Choice Labs LLC privacy policy.

We may suspend or terminate your receipt of messages from us at any time. We reserve the right to modify or discontinue, temporarily or permanently, all or any part of these messages, with or without notice to you.

## 9. Disclaimer of Warranty; Limitation of Liability

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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.

## **10. Privacy Policy**

Smart Choice Labs, LLC will treat as confidential all health-related information submitted by you, customers, or other visitors to the Site, in accordance with Smart Choice Labs, LLC Privacy Policy. The purpose of our privacy policy is to identify the information we collect, the steps we take to protect it, and your choices regarding how that information is used.

## 11. Indemnification

You agree to indemnify, defend and hold harmless Smart Choice Labs, LLC and its suppliers and their respective affiliates, employees, officers, directors, agents, servants, and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) related to (i) your violation of these terms and conditions and (ii) your posting of material to this Site.

# 12. Applicable Law

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 State of Wisconsin. Any dispute between Smart Choice Labs, LLC and you related to these terms and conditions shall be resolved exclusively by the state courts of Wisconsin and United States federal courts.

This website can be accessed from the United Stated and other countries worldwide. Since the laws of each State or country may differ, you agree that the statutes and laws of the State of Wisconsin, without regard to any principles of conflicts of law, will apply to all matters relating to the use of this site.

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# 13. Termination

These terms and conditions are effective unless and until modified as noted above, or terminated, at any time, by Smart Choice Labs, LLC. If, in the sole discretion of Smart Choice Labs, LLC, you fail to comply with these terms and conditions, Smart Choice Labs, LLC may terminate these terms and conditions without notice and deny you access to the Site.

# **14. Contact Information**

Smart Choice Labs, LLC Incorporated is headquartered in Kimberly, Wisconsin, in the United States of America.

Corporate Headquarters Smart Choice Labs, LLC 702 Eisenhower Drive, Ste G Kimberly, WI 54136-2152 1-920-759-1400

Specific questions and comments should be directed to Smart Choice Labs, LLC. While we make every effort to respond to all emails within 1 business week, we cannot guarantee a response to every electronic communication.