

# WILCREST MEDICAL GROUP'S TERMS AND CONDITIONS

**Effective Date: 04/01/2021**

WILCREST DOES NOT PROVIDE SERVICES FOR MEDICAL EMERGENCIES OR URGENT SITUATIONS. IF YOU BELIEVE YOU OR THE PERSON YOU ARE CONTACTING US FOR ARE EXPERIENCING A MEDICAL EMERGENCY, OR IF YOU OR THEY ARE IN NEED OF IMMEDIATE MEDICAL ASSISTANCE CALL 911 IMMEDIATELY. DO NOT RELY ON COMMUNICATION FROM WILCREST FOR ANY URGENT MEDICAL NEEDS.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR SERVICES.

These Terms of Use ("Terms") govern your use of the services provided by Wilcrest Medical Group, PA. and certain affiliated professional entities (collectively, "Wilcrest", "we" or "us") relating to ordering laboratory tests ("Tests"), including, without limitation, physician oversight of Test requests, receipt of Test results ("Results"), education sessions ("Education Sessions"), telemedicine consultations with Wilcrest physicians ("Consults"), any customer support or counseling and any other related services provided by Wilcrest or its business services provider FPK Services, LLC (the "Services"). Wilcrest is not responsible for its Services, including, without limitation, the provision of the Test, the Results or other Services provided through or in connection with Wilcrest's website. In these Terms, the terms "you" and "yours" refer to the person accessing and/or using the Services.

Your use of Wilcrest's Services are subject to any additional terms and policies, such as our Notice of Privacy Practices below and any consents, of which we provide notice to you.

By using Wilcrest's Services you acknowledge that you have read, understood and agree to be legally bound by and comply with these Terms, the Notice of Privacy Practices, and any and all additional terms and policies.

IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE WILCREST'S SERVICES.

- 1. Changes to our Terms.** We reserve the right to modify or amend these Terms, in whole or in part, at any time, and for any reason, in our sole discretion, with or without liability to you or any third party. All changes to these Terms will be effective immediately upon their posting to Wilcrest's website. We will notify you of material changes to these Terms by posting the changes on Wilcrest's website. Continued use of the Wilcrest website after the effective date of such modified Terms will indicate your acknowledgment and agreement to be bound by the modified Terms. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Each version of our Terms will be prominently marked with an effective date at the top of this page. If any of the provisions of these Terms are not acceptable to you, your sole and exclusive remedy is to discontinue your use of Wilcrest's Services and the Wilcrest website.

2. **Medical Advice.** Except for Consults, Wilcrest does not provide medical advice and the Services including, without limitation, Education Sessions are provided solely for informational purposes, and do not constitute treatment or diagnosis of any condition, disease or illness. Wilcrest does not and will not replace your existing primary care physician or other relationship with your physician. You should not make medical decisions without consulting with a physician. Do not disregard medical advice from your healthcare provider or delay seeking such advice based on the information obtained as a result of your use of Wilcrest's Services. Wilcrest's Services are not intended to make a medical necessity determination. You are solely responsible for initiating follow up care with your primary care physician or other such physician: for care, diagnosis, and medical treatment.
3. **Medical Records.** To get a copy of your health record including any Results please contact us at 1 (800) 456-2323 or email us at [support@stdcheck.com](mailto:support@stdcheck.com).
4. **Messaging.** By accepting the Terms, you understand that Wilcrest may send you messages, reports and emails regarding the Services, Tests, Results, and/or any personal or health information you have provided in connection with the Services. You further understand and agree that it is your responsibility to monitor and respond to these messages, reports, and emails.
5. **Eligibility.** Wilcrest Services are not intended or designed for individuals under the age of 18. By using Wilcrest's Services you confirm that you are age 18 or over.
6. **United States Residents.** The Services are intended for individuals located and residing in the United States. However, Wilcrest Services may not be available in certain U.S. states. You will be notified if Wilcrest Services are not available in the state in which you are located. You agree that any and all data you provide or make available shall relate only to users located in the United States. By using Wilcrest's Services you confirm that you are located in the United States when you use either Wilcrest's website or Wilcrest's Services. You shall not use Wilcrest Services or access the Wilcrest website outside of the United States and Wilcrest disclaims any responsibility for any attempt by you to do so.
7. You agree that any data submitted or provided by you or on your behalf in connection with the Services is truthful, accurate, and appropriate. You agree that the Services that you request are for your own personal use and that you will not order a Test for another person.
8. You may be ineligible for a Test based on the information that you provided (e.g., certain Tests may only be intended for women) or otherwise. You will be notified if it is determined that you are not eligible for a Test.

9. **Payment.** Wilcrest will collect your payment via its business services provider's website. Its business services provider, FPK Services, LLC will be acting as its collection agent. You will be notified of the fees for Wilcrest's Services on the business services provider's website. Wilcrest reserves the right to change prices at our sole discretion at any time; however, the business services provider's website will reflect then-current prices. Wilcrest Services are paid for by you and are not intended to be reimbursed by any health plan. Wilcrest does not submit or process insurance paperwork or claims. You understand that Wilcrest Services are solely your financial responsibility and that you will not submit any invoice or claim for reimbursement to any insurer or health plan (including, but not limited to, Medicare, Medicaid or any private health insurer or plan). Medications prescribed during Consults may not be reimbursable through Medicaid.
10. **Physician Oversight.** Wilcrest's independent physicians provide clinical oversight of Test requests. Test requests and the information you provide are evaluated and if appropriate, a physician will order the Test requested by you. If you receive an abnormal result on a Test that Wilcrest determines warrants an alert call, you understand that a member of Wilcrest's Care Coordination Team will attempt to call you to review the results, offer education and explain the next steps you should take. If you receive an abnormal result and have not connected with Wilcrest's Care Coordination Team, you should not delay following up with your personal physician. Wilcrest Consults are provided by physicians. As part of Wilcrest's Services, after you receive your Results, you will have the opportunity to receive either a telemedicine Consult or an Education Session, as described below.

You acknowledge that the ordering physician may be required by statute to report your Results (e.g., a positive STD test) to the local health department.

11. **Consults.** You understand that after receiving your Results for an STD Test, including HIV, you will have the opportunity for a telemedicine Consult with a Wilcrest physician.

Consults must be arranged through Wilcrest's Care Coordination Team. If you elect to receive a Consult, you will be asked to complete a brief intake survey to collect necessary health information prior to scheduling your Consult. You may speak with the physician by phone or video, depending on your state's regulations. If the physician does not reach you after three attempts, you can contact Wilcrest's Care Coordination Team at the "Contact Us" number below to reschedule.

If your results show that you have Chlamydia, Gonorrhea, Herpes Simplex 2, or Trichomoniasis, if you elect to have a Consult, the physician may be able to prescribe medication for your condition. The physician will speak with you to assess your eligibility for treatment and, if appropriate, based on the Consult and your health information, send a prescription to the pharmacy of your choice. The scope of Services will be at the sole discretion of the physician, with no guarantee of diagnosis, treatment, or prescription.

If you are eligible for a Consult but don't have one of the above conditions, the physician can discuss your specific test results and symptoms and talk about plans for managing your health. However, no diagnosis, treatment or prescriptions will be provided other than for the conditions listed above. You will need to follow up with your personal physician for diagnosis, treatment or prescriptions.

12. **Education Session.** If you are eligible for an Education Session, you may arrange for one with a Wilcrest Health Care Provider. Education Sessions are educational sessions providing general information about a test or condition, not your specific results or symptoms. They are provided solely for informational purposes and do not constitute treatment or diagnosis of any condition, disease or illness, or otherwise constitute the practice of medicine. Physicians will not prescribe or order any drugs or medication in connection with Education Sessions. You may be instructed to follow up with your local healthcare provider for care.
13. **Privacy.** Please review our Notice of Privacy Practices, which describes Wilcrest's practices regarding the information that Wilcrest may collect from users of Wilcrest's Services and which is available below. By accessing and using Wilcrest's Services, you hereby consent to all actions we may take with respect to your information consistent with these Terms and our Notice of Privacy Practices.

14. **Limitation of Liability.**

IN NO EVENT WILL WILCREST, ITS BUSINESS SERVICES PROVIDER FPK SERVICES, LLC, ITS BUSINESS ASSOCIATES, OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS OR SERVICE PROVIDERS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY CLAIMS, LIABILITIES, LOSSES, COSTS OR DAMAGES UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, MOBILE PHONE DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY ACCESS TO OR USE OF (OR INABILITY TO USE) ANY WILCREST SERVICES. THE PRECEDING DISCLAIMERS AND LIMITATIONS SHALL APPLY EVEN IF WILCREST OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS OR BUSINESS SERVICES PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL THE TOTAL LIABILITY OF WILCREST, ITS BUSINESS SERVICES PROVIDERS, BUSINESS ASSOCIATES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS AND SERVICE PROVIDERS ARISING IN CONNECTION WITH OR UNDER THESE TERMS EXCEED U.S. ONE HUNDRED DOLLARS (\$100 USD). YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THESE TERMS OR THE PERFORMANCE OR NON-PERFORMANCE OF WILCREST IN RELATION TO THE SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR BE FOREVER BARRED.

#### **15. Disclaimers.**

BOTH WILCREST SERVICES AND THE WILCREST WEBSITE, INCLUDING ANY RELATED CONTENT, IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. MOREOVER, WILCREST AND ITS BUSINESS SERVICES PROVIDERS, BUSINESS ASSOCIATES, AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AND ALL CONDITIONS WITH REGARD TO WILCREST'S SERVICES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO WILCREST'S SERVICES.

YOUR USE OF WILCREST'S WEBSITE OR WILCREST'S SERVICES IS AT YOUR OWN RISK. WILCREST AND ITS AFFILIATES, BUSINESS SERVICES PROVIDERS AND BUSINESS ASSOCIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, PHYSICIANS, HEALTHCARE PROVIDERS, SHALL NOT BE HELD RESPONSIBLE FOR ANY ACTION TAKEN BY YOU OR OTHERS THAT IS BASED ON THE CONTENT PRESENTED THROUGH WILCREST'S SERVICES OR WILCREST'S WEBSITE. WILCREST MAKES NO REPRESENTATIONS OR WARRANTIES THAT: (I) WILCREST'S WEBSITE AND OR WILCREST'S SERVICES, AND/OR THEIR RELATED CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES, "TROJAN HORSES" OR OTHER MALICIOUS CODE OR DISABLING DEVICES; (II) THE CONTENT RELATED TO WILCREST'S SERVICES IS ACCURATE, COMPLETE, RELIABLE OR CURRENT; AND (III) THERE WILL BE NO DELAY, FAILURE OR CORRUPTION OF DATA TRANSMITTED THROUGH WILCREST'S WEBSITE (WHICH SHALL INCLUDE THE WEBSITES AND SYSTEMS OF THEIR BUSINESS SERVICES PROVIDER). IN NO EVENT SHALL WILCREST BE LIABLE FOR ANY DAMAGES OR HARM CAUSED FROM OR BY YOUR USE OF WILCREST'S SERVICES, OR ANY RELATED CONTENT, INCLUDING IF SUCH USE VIOLATES THESE TERMS.

WILCREST DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING ANY WILCREST SERVICES PROVIDED BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, SERVICES PROVIDED BY QUEST DIAGNOSTICS, AND/OR OTHER PROVIDERS OF LABORATORY SERVICES.

16. **Indemnification.** You agree to defend, indemnify and hold harmless Wilcrest its subsidiaries and its affiliates, and their respective officers, directors, employees, agents, partners, licensors, physicians, healthcare providers, business associates and business services providers, from and against any and all claims, actions, demands, liabilities, settlements, costs, or expenses, including, without limitation, reasonable legal fees, legal costs and accounting fees, arising out of, or alleged to arise out of: (i) your violation of these Terms, other policies or any and all applicable laws, rules or regulations; or (ii) your use of Wilcrest's Services, Wilcrest's website, or Wilcrest's business services provider's website or system in an unauthorized manner.
17. **Ownership; Intellectual Property and Proprietary Rights.** Certain names, logos, brands and other materials displayed in connection with Wilcrest's Services and through its business services provider's websites, including but not limited to: stdcheck.com, utitreatment.com, healthlabs.com, may constitute trademarks, trade names, services marks or logos ("Marks") of either Wilcrest or its business services provider, FPK Services, LLC. You are not authorized to use any such Marks without the express written permission of Wilcrest or FPK Services, LLC. Ownership of all such Marks and the goodwill associated therewith remains with us or FPK Services, LLC, as the case may be. All intellectual property rights in Wilcrest's services, and any suggestions, ideas or other feedback provided by you, are the sole and exclusive property of Wilcrest or our business services provider or content providers and are protected by United States and foreign intellectual property laws.
18. **Term; Termination.** The Terms, as may be amended from time to time, will remain in full force and effect as long as you continue to access or use Wilcrest's Services, or until terminated in accordance with the provisions of these Terms. We, in our sole discretion, with or without notice to you, at any time and for any reason, may terminate, suspend or modify: (i) any of the rights granted by these Terms; (ii) the permission granted to you to access and/or use Wilcrest's Services. You may terminate the Terms at any time by discontinuing use of Wilcrest's Services. Your permission to use Wilcrest's Services automatically terminates if you violate these Terms. Wilcrest shall not be liable if, for any reason, all or any part of Wilcrest's Services is unavailable. Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination.
19. **Equitable Relief.** You acknowledge and agree that breach of these Terms will result in irreparable harm that would be difficult to measure; and, therefore, that upon any such breach or threat of such breach, Wilcrest shall be entitled to seek injunctive and other

appropriate equitable relief from any court of competent jurisdiction (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, under these Terms, or otherwise.

20. **General.** These Terms, Wilcrest Medical Group's Notice of Privacy Practices, consents and any other agreements incorporated by reference herein constitute the entire agreement between you and Wilcrest with respect to access to and use of Wilcrest's Services. These Terms and your use of Wilcrest's Services are governed by the laws of the State of Texas, without respect to its conflict of law principles. In the event a dispute arises between the parties under these Terms or that in any way relates to your use of Wilcrest's Services, or Wilcrest's website, or Wilcrest's business services provider's website or system, the parties hereby agree to binding arbitration, which will be conducted in Houston, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If any provision of these Terms is found to be invalid or unenforceable by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition, or of any other term or condition. You may not assign or transfer your rights or obligations under these Terms without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void. There are no third-party beneficiaries to these Terms. Wilcrest may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

21. **Contact Us.**

Should you have questions about Wilcrest's Services, you may contact us at:

Phone Number: 1 (800) 456-2323

Address: Wilcrest Medical Group, PA.  
11150 S. Wilcrest Dr, Suite 200  
Houston, TX 77099

Online Form: [Contact Us](#).