

Website Terms of Use

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These terms and conditions of use (the “**Terms**”) govern your use of our online interfaces and properties (e.g., websites, mobile applications and any portals) (collectively, the “**Site**”). Please read these Terms carefully before using this Site. The Site is owned or controlled by Advanced Laboratory Services, Inc. (“**ALSI**”). By accessing this Site in any way, including, without limitation, browsing this Site, using any information, and/or submitting information to ALSI, you agree to and are bound by the terms, conditions, policies, and notices contained in the Terms. 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. This Site is offered and available to users who are at least 18 years or older (or over the legal age of majority in your jurisdiction). By using this Site, you represent and warrant that you meet all the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use the Site.

NOT FOR EMERGENCIES

DO NOT USE THIS SITE FOR MEDICAL EMERGENCIES. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE GO TO THE NEAREST EMERGENCY DEPARTMENT OR CALL 911. DO NOT DISREGARD OR DELAY SEEKING MEDICAL ADVICE BECAUSE OF CONTENT YOU HAVE READ ON THIS SITE OR OBTAINED THROUGH OUR SERVICES. THIS SITE DOES NOT CONTAIN MEDICAL ADVICE AND WE DO NOT MONITOR THIS SITE OR COMMUNICATIONS FROM THIS SITE OR THROUGH OUR SERVICES FOR MEDICAL DIAGNOSTIC OR EMERGENCY HEALTH CARE PURPOSES.

Binding Arbitration

These Terms provide that all disputes, controversies, or claims arising between you and ALSI will be resolved by BINDING AND FINAL ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights (except for matters that may be taken to small claims court or as it relates to provisional or injunctive relief). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled [Arbitration Agreement](#) for the details regarding your agreement to arbitrate any and all disputes with ALSI.

Privacy

Please also consult our [Privacy Policy](#) for a description of our privacy practices and policies. Our Privacy Policy is a part of these Terms, and you agree to our use and sharing of the information we collect about you as described in here and in our Privacy Policy.

Ownership of the Site

Content on this Site that is provided by ALSI or its licensors, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and program names, slogans, and the compilation of the foregoing (“**ALSI Content**”) is the property of ALSI 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 ALSI Content located on the Site for use in any publications, in public performances, on websites other than this Site for any other commercial purpose, in connection with products or services that are not those of ALSI, in any other manner that is likely to cause confusion among consumers, that disparages or discredits ALSI and/or its licensors, that dilutes

the strength of ALSI's or its licensor's property, or that otherwise infringes ALSI's or its licensors' intellectual property rights. You further agree to in no other way misuse any ALSI Content or third-party Content that appears on this Site.

Site Access and Restrictions

The following requirements apply to your use of 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 collect or store personal data about other users; (d) you will not use the Site for any commercial purpose not expressly approved by ALSI 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.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site.

Violations of system or network security may result in civil or criminal liability. ALSI will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site.

Accounts; Passwords

If a particular feature or service offered on the Site requires you to open an account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online 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. After you have fully completed the registration form, you may be asked to choose a password and a username. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify us 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. ALSI 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.

Third Party Websites

This Site may hyperlink to sites not maintained by or related to ALSI. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with this Site or ALSI, and ALSI makes no representations or warranties about the content, completeness, or accuracy of those third party sites. Information you submit at a third party site accessible from this Site is subject to the terms of that site's privacy policy, and ALSI has no control over how your information is collected, used, or otherwise handled.

Disclaimer of Warranties

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. ALSI makes no representations about the reliability of the features of this Site, the ALSI 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. ALSI makes no representations regarding the amount of time that any ALSI Content will be preserved.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES, AND LINKED WEBSITES. ALSI DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY ALSI ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL ALSI BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE, NOR SHALL ALSI 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 ALSI'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 ALSI 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 ALSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Governing Law

These Terms will be governed by and construed in accordance with the internal laws of Pennsylvania without regard to conflicts of laws principles. By using this site, you hereby agree that any and all disputes regarding these Terms will be subject to the courts located in Philadelphia, Pennsylvania. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SITE AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. These Terms operate to the fullest extent permissible by law.

Arbitration Agreement

Informal Dispute Resolution. We try to address any disputes without the need to initiate a formal legal case. You agree that prior to submitting any dispute or claim to arbitration for resolution, you and we

agree to make a good faith effort to resolve it informally, including having at least one telephone or videoconference conversation between you, personally, and us. To initiate this good faith effort to informally resolve a dispute you agree to notify us in writing at 501 Elmwood Ave - Sharon Hill, PA 19079 of the nature of the dispute, the basis for your claims and the resolution that you are seeking, including any monetary amount, with as much detail as you can provide so that we can gain a sufficient understanding of the dispute. Within the sixty (60) days following our receipt of this notice, you agree to engage in good faith efforts to resolve the dispute, including personally participating in a telephone call or videoconference with us. You may have a lawyer attend the call with you if you wish. If the dispute is not resolved within those sixty (60) days (which period can be extended by agreement of the parties), you or we may commence an arbitration to resolve the dispute consistent with the process set forth below. Compliance with and completing this informal dispute resolution process is a condition precedent to commencing an arbitration. You and we agree to toll any applicable statute of limitations and filing fee deadlines while the parties engage in this informal dispute resolution process from the date we receive your notice.

Agreement to Arbitrate All Disputes. Except as it relates to qualifying small claims and injunctive relief as explained below, you agree that any and all disputes, controversies, or claims arising between you and ALSI (each a “**Claim**” and collectively “**Claims**”), including but not limited to Claims arising out of or relating to the Site, use of the Site, these Terms and/or the [Privacy Policy](#), shall be settled by binding and final arbitration in accordance with the then prevailing Comprehensive Arbitration Rules and Procedures of the American Arbitration Association (“**AAA Rules**”). The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration will be heard and determined by a single arbitrator, who shall be selected pursuant to the AAA Rules. The arbitrator’s decision, judgment, or award in any such arbitration will be final and binding upon the parties and may be entered and enforced in any court having jurisdiction thereof. The Federal Arbitration Act (“**FAA**”) and federal arbitration law apply to this agreement. The arbitrator shall apply Pennsylvania law consistent with the FAA and applicable statutes of limitations and shall honor all claims of privilege recognized at law. For the avoidance of doubt, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the arbitrability of any Claims, the scope, applicability, interpretation, and enforcement of this arbitration agreement, and the interpretation, applicability, enforcement, formation of these Terms and/or the [Privacy Policy](#).

Small Claims and Injunctive Relief. This arbitration agreement does not preclude you or ALSI from seeking action by federal, state, or local government agencies. You and ALSI also have the right to bring qualifying claims in small claims court or transfer qualifying claims to small claims court. Either party may elect that a Claim be filed exclusively in a small claims court of competent jurisdiction by providing notice to the other party. In the event a Claim has already been filed in arbitration, the party who has filed that Claim will, within ten (10) days of receiving such a notice, withdraw their Claim from arbitration. The parties will then proceed with the Claim exclusively in small claims court. A party may apply to any court of competent jurisdiction to enforce the terms of this paragraph. In addition, you and ALSI retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions. Any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Class Waiver. You may not act as a class representative or private attorney general or participate as a member of a class of claimants with respect to any Claim. Claims may not be arbitrated on a class or

representative basis. The arbitrator can decide only your individual Claims. The arbitrator may not consolidate or join the Claims of other persons or parties who may be similarly situated.

Arbitration Costs and Procedures. If you initiate arbitration against us, you will not be responsible for professional fees for the arbitrator's services or any other AAA fees. If you are able to demonstrate that the costs of arbitration will be cost-prohibitive as compared to the costs of litigation, ALSI will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being cost-prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate. Pursuant to the AAA Rules, the arbitration shall proceed in a location determined by the arbitrator (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties.

Mass Arbitration Process Requirements. If twenty-five (25) or more similar claims are asserted against ALSI at or around the same time by the same or coordinated counsel or are otherwise coordinated (and your claim is one such claim), you understand and agree that the resolution of your Claim might be delayed. You also agree to the following process and application of the AAA Multiple Consumer Case Filing Fee Schedule and Supplementary Rules. Twenty (20) claims shall be selected to proceed to individual arbitration proceedings as part of a first batching process, ten (10) of which will be selected by the claimants and ten (10) of which will be selected by ALSI. The remaining claims shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described herein. If the parties are unable to resolve the remaining claims after the conclusion of the initial twenty (20) proceedings, the parties shall participate in a global mediation session before a retired state or federal court judge, for which ALSI will pay the mediator's fee. If the parties are unable to resolve the remaining claims through mediation at this time, then forty (40) claims shall be selected to proceed to individual arbitration proceedings as part of a second batching process, twenty (20) of which will be selected by the claimants and twenty (20) of which will be selected by ALSI. (If there are fewer than forty (40) claims remaining, all shall proceed.) The remaining claims shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described herein. In any batching process, a single arbitrator shall preside over each proceeding, and only one proceeding may be assigned to each arbitrator unless the parties agree otherwise. If the parties are unable to resolve the remaining claims after the conclusion of the forty (40) proceedings, the parties shall participate in another global mediation session before a retired state or federal court judge, for which ALSI will pay the mediator's fee. If the parties are unable to resolve the remaining claims in mediation at this time, this staged process shall continue with no more than one hundred (100) claims proceeding at any time in a staged order that is selected randomly or by the ALSI, until all the coordinated claims, including your claim, are adjudicated, or otherwise resolved. At any time during these proceedings, we agree to participate in a global mediation session should your counsel request it in an effort to resolve all remaining claims. Any applicable statute of limitations on your claims and filing fee deadlines shall be tolled for claims subject to this section regarding "Mass Arbitration Process Requirements" from the time claims are selected for the first set of batching proceedings until the time your claim is selected to proceed in arbitration, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have authority to enforce this section regarding "Mass Arbitration Process Requirements" and, if necessary, to enjoin the filing or prosecution of arbitration demands against ALSI. Should a court of competent jurisdiction decline to enforce these "Mass Arbitration Process Requirements," you and we agree that your and our counsel shall engage in good faith and with the assistance of a Process Arbitrator to devise

and implement procedures that ensure that arbitration remains efficient and cost-effective for all parties. Either party may engage with the AAA to address reductions in arbitration fees.

Enforcement and Invalidity. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor ALSI shall be entitled to arbitrate their dispute.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR ALSI WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Termination

ALSI 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 ALSI 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.

Miscellaneous

These Terms constitute a binding agreement between you and ALSI and is accepted by you upon your use of the Site or your account. These Terms constitute the entire agreement between you and ALSI regarding the use of the Site and your account. Both you and ALSI acknowledge and agree that no partnership is formed and neither of you nor ALSI has the power or the authority to obligate or bind the other. If ALSI fails to act with respect to your breach or anyone else's breach on any occasion, ALSI 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 of use and shall not affect the validity and enforceability of any remaining provisions. ALSI may assign this agreement, in whole or in part, at any time with or without notice to you. You may not assign this agreement, or any part of it, to any other person. Any attempt by you to do so is void.