



**Informed Consent
(COVID-19)**

SUNRISE HEALTH CLINICS WILL NOT PROVIDE ANY SERVICES FOR MEDICAL EMERGENCIES OR URGENT SITUATIONS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

YOU SHOULD CONTACT YOUR HEALTHCARE PROVIDER IF YOUR SYMPTOMS GET WORSE OR YOU EXPERIENCE ANY NEW SYMPTOMS.

BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPTED, AND AGREED TO BE BOUND BY THIS INFORMED CONSENT. NO SERVICES CAN BE RENDERED WITHOUT ACKNOWLEDGMENT

I agree to receive the services provided by Sunrise Health Clinics, LLC (the administrative services provider of the professional entities), Sunrise Health Care, Sunrise Medical Professional and certain other affiliated professional entities (collectively, “Sunrise Health Clinics”, “Sunrise”, “we” or “us”) relating to physician oversight of diagnostic testing for COVID-19 (“Tests”), including, without limitation, evaluation of the test request, ordering of Tests (if appropriate), receipt of Test results (“Results”), physician consultations via telemedicine (“Consults”), customer support and any other related services provided by Sunrise or its service providers and partners (the “Sunrise Health Clinics Services”). All clinical services, including services provided by medical staff, will be provided through Sunrise Health Care, Sunrise Medical Professionals or their contractually affiliated professional entities.

I acknowledge and agree to the following:

- I am the individual who will provide the sample for the Test(s) that I am requesting.
- I am at least eighteen (18) years of age.
- I have read and understand the information provided about the Test(s) that I have been provided on the website where I requested the Test. Additional information is also available at the CDC website <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.
- The information I have provided in connection with the Sunrise Health Clinics Services is correct to the best of my knowledge. I will not hold Sunrise Health Clinics or its health care providers responsible for any errors or omissions that I may have made in providing such information.
- My health information and results may be shared with other Sunrise Health Clinics health care providers, including medical staff, and counselors for purposes of providing care to me.
- The Sunrise Health Clinics Services do not constitute treatment of any condition, disease or illness.
- While Sunrise Health Clinics and the laboratories implement safeguards to avoid errors, as with all laboratory tests, there is a chance of a false positive or false negative result.
- I am responsible for checking my email for results notification and logging on to my account to view my results when available.
- If I receive an abnormal result on a Test, I understand that a Sunrise Health Clinics care coordinator will attempt to call me to review the results, offer education and explain the next steps I should take. The Sunrise Health Clinics care coordinator may leave me a voicemail but will not include my test results in any voicemail message. If I receive an abnormal result and have not connected with a Sunrise Health Clinics care coordinator, I understand that I should not delay following up with my personal physician. I also understand that if I am not able to be reached, Sunrise Health Clinics' Care Coordination Team will mail

a follow-up letter to the residential address I provided when I requested my Test (the letter will not include my Test Results).

- I understand that after receiving my Results, I will have the opportunity for a telehealth or in person Consult with a Sunrise Health Clinics physician or other licensed healthcare provider to answer any questions I may have.
- I certify that throughout the duration of the Sunrise Health Clinics Services I receive, including my Consult, I will be physically present in the state of residence I provided or other state of which I have notified Sunrise Health Clinics.
- I am responsible for forwarding any results to my primary care or other personal physician and for initiating follow up with such physician for care, diagnosis or medical treatment.
- I will not make medical decisions without consulting a healthcare provider or disregard medical advice from my healthcare provider or delay seeking such advice based on information as a result of the use of the Sunrise Health Clinics Services.
- If I receive an abnormal result, my name and result may be disclosed to my state health agency in accordance with applicable law.

I understand that Sunrise Health Clinics Services, including Consults, are delivered by healthcare providers who are not in the same physical location as I am using electronic communications, information technology or other means, including the electronic transmission of personal health information. I also understand that:

- A Sunrise medical staff member will determine whether or not Test(s) and Sunrise Health Clinics Services are appropriate for me.
- For Consults, the scope of services will be at the sole discretion of Sunrise medical staff including the appropriate use of telehealth
- I have the right to withdraw my consent to the use of telehealth in the course of my care at any time by emailing the Sunrise Health Clinics' Care Coordination Team at covid@sunriseclinics.org.
- Any video feed from the Consult will not be retained or recorded by Sunrise Health Clinics.
- My health and wellness information pertaining to telehealth services are governed by the Sunrise Health Clinics Terms of Use and Sunrise Health Clinics Notice of Privacy Practices.
- I may need to see a health care provider in-person for diagnosis, treatment and care.
- There are potential risks associated with the use of technology, including disruptions, loss of data and technical difficulties.
- There are alternative services, such as visiting a primary care provider, an emergency room, or an urgent care facility; however, I chose to proceed with the Sunrise Health Clinics Services at this time.

I understand that if I have any questions before or after my Test, I can email covid19@sunriseclinics.org and I will be connected or directed to a member of the Sunrise Health Clinics Care Coordination Team, including a physician, if requested or as otherwise applicable.

I authorize Sunrise Health Clinics to use the email address and phone number I provided at the time I requested the Test (or that I updated by contacting Sunrise at the email below) to contact me in connection with the Sunrise Health Clinics Services, including follow-up after a Consult. I am responsible for contacting Sunrise at the email address below to notify them of any changes to my mailing address, email address, phone number or other information that I provided in connection with the Sunrise Health Clinics Services.

I understand that testing is voluntary and that I may withdraw my consent to testing at any time prior to the completion of the Test(s) by contacting Sunrise Health Clinics' Care Coordination Team by emailing covid19@sunriseclinics.org.

Data Authorization

I specifically authorize the transfer and release of my information as described herein and in the Sunrise Health Clinics Notice of Privacy Practices, including my medical history that I provided, my Test Results and other identifiable health information, submitted by me or about me in connection with the Sunrise Health Clinics Services, to, between and among myself and the following individuals, organizations and their representatives: (a) the company from whom I requested the Test and its affiliates, their staff and agents; (b) Sunrise Health Clinics and its affiliates, and their staff, agents, and health care providers, including medical staff, and (c) the laboratory conducting the laboratory testing services, to facilitate and execute the Sunrise Health Clinics Services requested by me or performed with my consent and as required or permitted by law.

I understand that I have a right to receive a copy of the above data disclosure authorization. I have the right to refuse to agree to this authorization in which case my refusal may affect the Sunrise Health Clinics Services provided to me. When my information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the recipient and may no longer be protected by privacy laws. I have the right to revoke this authorization in writing at any time, except that the revocation will not apply to any information already disclosed by the parties referenced in this authorization. This authorization will expire ten (10) years from the date of signature. My written revocation must be submitted to Sunrise Health Clinics' General Counsel at:

Sunrise Health Clinics, LLC
Covid Unit
Attn: General Counsel
6767 W. Tropicana SW
Suite 100
Las Vegas, NV 89103

I have read this Informed Consent carefully, and all my questions were answered to my satisfaction. I hereby consent to participate in the Sunrise Health Clinics Services, including the performance of the Test(s) that I have ordered and a Consult, pursuant to the terms, conditions, standards, and requirements set forth herein, in the Sunrise Health Clinics Terms of Use and Sunrise Health Clinics Notice of Privacy Practices or as otherwise provided to me.

Sunrise Health Clinics
Notice of Privacy Practices Regarding Health Information

This notice describes how medical information about you may be used and disclosed, and how you can get access to this information. Please review it carefully.

How We May Use and Disclose your Health Information. Sunrise Health Clinics, Sunrise Clinics, Sunrise Medical Professionals and certain other affiliated professional entities and Sunrise Health Clinics, LLC (the administrative services provider of the professional entities) (collectively, “Sunrise Health Clinics”, “Sunrise”, “we” or “us”) may use your health information and disclose it to appropriate persons, authorities and agencies, as allowed by federal and state law. Please be aware that state and federal law may have more requirements on how we use and disclose your health information. If there are specific, more restrictive requirements, even for some of the purposes listed above, we may not disclose your health information without your written permission as required by such laws. We may also be required by law to obtain your written permission to use and disclose your information related to treatment for a mental illness, developmental disability, or alcohol or drug abuse. We may do this without your written permission for the following limited purposes:

1. Treatment.
2. Payment.
3. Required by Law.
4. Public Health.
5. Reporting Victims of Abuse or Neglect.
6. Health Care Oversight.
7. Legal Proceedings & Law Enforcement.
8. Death.
9. Serious Threats to Health or Safety.

We may also disclose any information that you provide to use or that is provided on your behalf. You have the right to request a restriction or limitation on the disclosure of such information as set forth below.

Your Health Information Rights. You have the right to:

1. Read and copy your health information.
2. Request to correct your health information.
3. Request to restrict certain uses and disclosures of your information. You have the right to request in writing that we restrict how your health information is used or disclosed. For most requests, under the law, we are not required to agree to your request. In some cases, we may not be able to agree to your request because we do not have a way to tell everyone who would need to know about the restriction. There are other instances in which we are not required to agree with your request. We will inform you when we cannot find a way to carry out your request.
4. Receive a record of how we disclosed your information.
5. Receive notification of a breach and obtain a paper copy of this notice.

Contact us at covid19@sunriseclinics.org or 7022090370, Sunrise Health Clinics, Covid Unit 6767 W. Tropicana SW, Suite 100, Las Vegas, NV 89103 Attn: Privacy Officer with any questions or concerns regarding the above.

SUNRISE HEALTH CLINICS

Terms of Use

(COVID-19 Testing)

SUNRISE HEALTH CLINICS WILL NOT PROVIDE ANY SERVICES FOR MEDICAL EMERGENCIES OR URGENT SITUATIONS. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

YOU SHOULD CONTACT YOUR HEALTHCARE PROVIDER IF YOUR SYMPTOMS GET WORSE OR YOU EXPERIENCE ANY NEW SYMPTOMS.

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

These Terms of Use (“Terms”) govern your use of the services provided by Sunrise Clinics, Sunrise Medical Professionals, certain contractually affiliated professional entities and Sunrise Health Clinics, LLC (the administrative services provider of the professional entities) (collectively, “Sunrise Health Clinics”, “Sunrise”, “we” or “us”) relating to physician oversight of laboratory testing for COVID-19 (the “Test”), including, without limitation, evaluation of the test request, ordering of a Test (if appropriate), receipt of Test results (“Results”), physician consultations via telemedicine (“Consults”), customer support and any other related services provided by Sunrise or its service providers and partners (the “Sunrise Health Clinics Services”). Sunrise Health Clinics is not responsible for the laboratory services, the provision of the Test or other services provided by the company from which you requested the Test (“Test Provider”) or through or in connection with Test Provider’s website. In these Terms, the terms “you” and “yours” refer to the person accessing and/or using the Sunrise Health Clinics Services.

Your use of the Sunrise Health Clinics Services is subject to our Notice of Privacy Practices, our Informed Consent, any additional consents that you provide and any additional terms or policies of which we provide notice to you.

By using the Sunrise Health Clinics 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, the Informed Consent and any and all additional terms and policies. **IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SUNRISE HEALTH CLINICS 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 this webpage. We will notify you of material changes to these Terms by conspicuously posting the changes on the website through which you ordered your test. Continued use of the Sunrise Health Clinics Services after the effective date of such modified Terms will indicate your acknowledgement 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 the Sunrise Health Clinics Services.

2. Sunrise Health Clinics Services. The Sunrise Health Clinics Services are provided for informational purposes, and do not constitute treatment of any condition, disease or illness. Sunrise Health Clinics’ medical staff do not and will not

prescribe or order any drugs or medication in connection with the Sunrise Health Clinics Services. The Sunrise Health Clinics Services do not replace your existing primary care or other relationship with your physician. You are solely responsible for forwarding any Results to your primary care or other personal physician and for initiating follow up with such physician for care, diagnosis or medical treatments. Sunrise Health Clinics will not forward your Results to your personal physician; however you will be provided with Results that you can download and bring to your personal 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 the Sunrise Health Clinics Services. The Sunrise Health Clinics Services are not intended to make a medical necessity determination for insurance purposes.

By accepting the Terms, you understand that Sunrise Health Clinics and/or the Test Provider may send you messages (including text messages), reports and emails regarding the Sunrise Health Clinics Services, Tests, Results, and/or any personal or health information you have provided in connection with the Sunrise Health Clinics Services. You further understand and agree that it is your responsibility to monitor and respond to these messages, reports, and emails.

3. Eligibility.

The Sunrise Health Clinics Services are not intended or designed for individuals under the age of 18 or the applicable age or majority in the relevant state. By using the Sunrise Health Clinics Services, you confirm that you are age 18 or over or over the age or majority in your state, as applicable.

The Sunrise Health Clinics Services are intended for individuals located and residing in the United States. However, the Sunrise Health Clinics Services may not be available in certain U.S. states. You will be notified if the Sunrise Health Clinics Services are not available in the state in which you are located. You agree that any and all data you provide or make available in connection with the Sunrise Health Clinics Services shall relate only to users located in the United States. By using the Sunrise Health Clinics Services, you confirm that you are located in the United States when you receive the Sunrise Health Clinics Services. You shall not access the Sunrise Health Clinics Services outside of the United States and Sunrise Health Clinics disclaims any responsibility for any attempt by you to do so.

You agree that any data submitted or provided by you or on your behalf in connection with the Sunrise Health Clinics Services is truthful, accurate, and appropriate. You agree that the Sunrise Health Clinics Services that you request are for your own personal use and that you will not request a Test for another person.

You may be ineligible for a Test based on the information that you provide or otherwise. You will be notified if it is determined that you are not eligible for a Test.

4. Payment.

The Sunrise Services are provided at the office rate or allowable insurance amount for routine healthcare and Covid testing. Additional information is provided on the Sunrise website www.sunriseclinics.org/covid.

5. Test Request Evaluation.

Sunrise Health Clinics affiliated independent medical staff determine whether testing is appropriate for you. All Sunrise Health Clinics Services provided by medical staff shall be provided through Sunrise Health Care or its affiliated professional entities. You fill out the form online and you will receive a notification of the approved day and time. If you have any clinical questions in connection with your Test

Request or at any time prior to receiving your results, please email covid19@sunriseclinics.org and you will be connected or directed to a member of the Sunrise Health Clinics' clinical team.

6. Results Outreach

If you receive an abnormal result on a Test, you understand that Sunrise Health Clinics' Care Coordination Team will attempt to call you to review the results, offer education and explain the next steps you should take. Sunrise Health Clinics' Care Coordination Team may leave you a voicemail but will not include your test results in any voicemail message. You also understand that if you are not able to be reached, Sunrise Health Clinics' Care Coordination Team may mail a follow-up letter to the residential address you provided when you purchased my test (the letter will not include your test results). If you receive an abnormal result and have not connected with Sunrise Health Clinics' Care Coordination Team, you understand that you should not delay following up with my personal physician.

7. Consults

As part of the Sunrise Health Clinics Services, you are eligible to receive a post-test telehealth consultation with a Sunrise affiliated board certified physician or other healthcare provider licensed in the state where you are located (a "Consult") at no additional cost. After you have received your Results, you may arrange a Consult through the Sunrise Health Clinics Care Coordination Team, either through a call you may receive from the Sunrise Health Clinics Care Coordination Team regarding your Results or by contacting the Sunrise Health Clinics Care Coordination Team at the "Contact Us" number below. You will be asked by the Sunrise Health Clinics Care Coordination Team to complete a brief intake survey to collect necessary health information prior to your Consult, including the state in which you will be located at the time of the Consult. If you have arranged for a Consult, a healthcare provider will make up to three (3) attempts to reach you at the contact number you provided. If the healthcare provider does not reach you after three (3) attempts, you can contact the Sunrise Health Clinics Care Coordination Team at the "Contact Us" number below to arrange for additional outreach by the physician. At this time, Sunrise Health Clinics does not schedule Consults at designated times. During the Consult, you may speak with the healthcare provider by phone or video, depending on your state's regulations.

During your Consult, you may discuss your Test Results, get educational information, and talk about next steps. However, no treatment or prescriptions will be provided during or in connection with the Consult. You will need to follow up with your personal physician for treatment or prescriptions.

Sunrise Health Clinics may contact you after your Consult via phone, email or messaging to follow up with you on your symptoms and customer satisfaction.

8. Privacy.

Please review the Notice of Privacy Practices, which describes Sunrise Health Clinics' practices regarding the information that Sunrise Health Clinics may collect from users of the Sunrise Health Clinics Services. By using the Sunrise Health Clinics 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.

9. Limitation of Liability.

IN NO EVENT WILL SUNRISE HEALTH CLINICS OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, MEDICAL STAFF , GENETIC COUNSELORS, 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 SERVICES. THE PRECEDING DISCLAIMERS AND LIMITATIONS SHALL APPLY EVEN IF SUNRISE HEALTH CLINICS OR ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, MEDICAL STAFF, HEALTHCARE PROVIDERS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL THE TOTAL LIABILITY OF SUNRISE HEALTH CLINICS AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, MEDICAL STAFF, HEALTHCARE PROVIDERS AND SERVICE PROVIDERS ARISING IN CONNECTION WITH OR UNDER THESE TERMS EXCEED U.S. THREE HUNDRED DOLLARS (\$300 USD). YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THESE TERMS OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SUNRISE HEALTH CLINICS SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR BE FOREVER BARRED.

10. Disclaimers.

EXCEPT AS SET FORTH IN THESE TERMS, SUNRISE HEALTH CLINICS AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, MEDICAL STAFF , HEALTHCARE PROVIDERS AND SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, AND ALL CONDITIONS WITH REGARD TO THE SUNRISE HEALTH CLINICS SERVICES AND RELATED CONTENT, 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 THE SUNRISE HEALTH CLINICS SERVICES.

SUNRISE HEALTH CLINICS AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, LICENSORS, MEDICAL STAFF, HEALTH CARE PROVIDERS AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES THAT THERE WILL BE NO DELAY, FAILURE OR CORRUPTION OF DATA TRANSMITTED IN CONNECTION WITH THE SUNRISE HEALTH CLINICS SERVICES.

SUNRISE HEALTH CLINICS DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS REGARDING ANY SERVICES PROVIDED BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, SERVICES PROVIDED BY THE TEST PROVIDER, AND/OR OTHER PROVIDERS OF LABORATORY SERVICES. SUNRISE HEALTH CLINICS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSION IN THE INFORMATION YOU PROVIDE OR THAT IS PROVIDED TO SUNRISE HEALTH CLINICS ON YOUR BEHALF.

11. Indemnification. You agree to defend, indemnify and hold harmless Sunrise Health Clinics, its subsidiaries and its affiliates, and their respective officers, directors, employees, agents, partners, licensors, medical staff, healthcare providers and service 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 materials or features of the Sunrise Health Clinics Services in an unauthorized manner.

12. Ownership; Intellectual Property and Proprietary Rights.

All content, text, graphics, logos, icons and images provided by Sunrise Health Clinics through or in connection with the Sunrise Health Clinics Services, and all intellectual property rights therein, and any suggestions, ideas or other feedback provided by you, are the sole and exclusive property of Sunrise Health Clinics or our service or content providers and are protected by United States and foreign intellectual property laws. The Sunrise Health Clinics Services also contain proprietary and confidential information that is protected under U.S. and foreign intellectual property laws, including copyright, trademarks, service marks, patents or other proprietary rights and laws.

Except as expressly authorized by Sunrise Health Clinics, you may not use, sell, modify, reproduce, distribute, create derivative works of or otherwise exploit any information or content made available to you on or through the Sunrise Health Clinics Services, in whole or in part. Sunrise Health Clinics grants you a limited, non-exclusive right to access and use the Sunrise Health Clinics Services solely for personal, non-commercial purposes on the condition that you comply with these Terms. Any use of the Sunrise Health Clinics Services other than as specifically authorized herein is strictly prohibited.

Certain names, logos, brands and other materials displayed in connection with the Sunrise Health Clinics Services may constitute trademarks, trade names, services marks or logos (“Trademarks”) of Sunrise Health Clinics or its affiliates. You are not authorized to use any such Trademarks without the express written permission of Sunrise Health Clinics or its affiliates. Ownership of all such Trademarks and the goodwill associated therewith remains with us or our affiliates.

Sunrise Health Clinics and our service providers, and our successors and assigns, may use, copy, reproduce, modify, analyze, perform, display, distribute and otherwise disclose to third parties any data for purposes of providing Sunrise Health Clinics Services to you; conducting research or analyses of such data; and designing, developing, implementing, modifying and/or improving new, current or future features, products and services of Sunrise Health Clinics using such data.

All rights not expressly granted in these Terms are reserved.

13. 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 the Sunrise Health Clinics 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 the Sunrise Health Clinics Services; and (iii) the Sunrise Health Clinics Services. You may terminate the Terms at any time by discontinuing use of the Sunrise Health Clinics Services. Your permission to use the Sunrise Health Clinics Services automatically terminates if you violate these Terms. Sunrise Health Clinics shall not be liable if, for any reason, all or any part of the Sunrise Health Clinics Services is unavailable. Upon termination of these Terms, any provision that by its nature or express terms should survive will survive such termination.

14. 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, Sunrise Health Clinics 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.

15. General. These Terms, the Sunrise Health Clinics Notice of Privacy Practices, consents and any other agreements incorporated by reference herein constitute the entire agreement between you and Sunrise Health Clinics with respect to access to and use of the Sunrise Health Clinics Services. These Terms and your use of the Sunrise Health Clinics Services are governed by the laws of the State of Delaware, 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 the Sunrise Health Clinics Services, the parties hereby agree to binding arbitration, which will be conducted in New York, New York, 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. Sunrise Health Clinics 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.

16. Contact Us.

Should you have questions about the Sunrise Health Clinics Services, including about your Test or Results, you may contact us at:

Address:

Sunrise Health Clinics, LLC
Covid Unit
6767 W. Tropicana SW, Suite 100
Las Vegas, NV 89103

Email Address: covid19@sunriseclinics.org

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