

## PATIENT ACCOUNT PORTAL ADDENDUM

Welcome to Fulgent Patient Account Portal (“Patient Account Portal”). The Patient Account Portal is provided to you subject to the most current version of the [Terms of Service](#) on our company website and this Patient Account Portal Addendum (the “Addendum”), which may be updated by Fulgent from time to time with or without notice to you. To the extent that there is any contradiction between the Terms of Service on our company website and this Addendum, this Addendum will prevail with respect to your use of Patient Account Portal.

By using the Fulgent Patient Account Portal, you agree to the Terms of Service on our company website at [www.fulgentgenetics.com](http://www.fulgentgenetics.com) (the “Website”) and this Addendum (jointly, the “Agreement”). If you do not agree to this Agreement, do not use the Fulgent Genetics Sequencing Services (the “Services”) and/or our Patient Account Portal. Please refer to our [Privacy Policy](#) for information regarding how Fulgent protects your personal information.

- 1. Scope of Service.** This Agreement applies to your use of the Patient Account Portal. We have other websites and services that may be covered by different terms and conditions of use. The Patient Account Portal provides a variety of content, products and services, including diagnostic health testing and services, data analysis, employer health management solutions, bill viewing and payment, and the ability to connect with third parties. Features and specifications of products or services described or depicted on the Patient Account Portal are subject to change at any time without notice. You will not use the Patient Account Portal in a manner inconsistent with (i) this Agreement, or (ii) any and all applicable laws and regulations.
- 2. No Medical Advice.** The Patient Account Portal does not offer medical advice. Any content accessed through the Patient Account Portal, including but not limited to the “Chat With Us” and “Complimentary Genetic Consult,” is for informational purposes only. This content should not be used during a medical emergency or for the diagnosis or treatment of any medical condition. Fulgent does not provide medical services, diagnosis, treatment, or advice. Nothing contained in the test results or made available through the Services is intended to constitute the practice of medicine or the provision of medical care or to otherwise create a patient-healthcare provider relationship between Fulgent and you. The information provided by the test or through the Website or Services is not a substitute for the advice of a personal physician or other qualified healthcare provider. Do not ignore or delay obtaining professional medical advice because of information accessed through the Patient Account Portal. Call 911 or your doctor for all medical emergencies. **FULGENT IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU MAY OBTAIN THROUGH THE PATIENT ACCOUNT PORTAL.**
- 3. Your Account and Your Use of the Fulgent Patient Account Portal.** You must provide accurate and complete registration information any time you register to use the Patient Account Portal. It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to your account(s), and to maintain and update promptly any changes in this information. You are responsible for maintaining the confidentiality and security of your password and account, and you are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Fulgent of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Fulgent shall not be liable for any loss or damage arising from your failure to comply with any of these terms and conditions.



The following actions are expressly prohibited in relation to your user name and password:

- Sharing, disclosing, permitting access to or otherwise facilitating the use by any person of your user name and password;
- Using the user name and password to cache the Patient Account Portal in such a manner as to be accessible by persons who have not registered with Fulgent; or
- Using the user name and password to permit multiple persons access to the Patient Account Portal through a local or wide area network.

Your use of the Patient Account Portal and any content accessed through our website must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. You must be at least 18 years old to register and use the Patient Account Portal, or you must be the legal guardian for someone under age 18 whose data is accessed through the Patient Account Portal. You may not interfere with or disrupt the proper operation of the Fulgent Patient Account Portal.

**4. Use of Your Information/Privacy Policy.** If you create, transmit, or display information while using the Patient Account Portal, you may provide only information that you own or have the right to use. Fulgent will only use information you provide as permitted by the [Privacy Policy](#), and as permitted by applicable law. The purpose of our Privacy Policy is to identify the information we collect online, the steps we take to protect it and your choices regarding how that information is used. In addition, when Fulgent is acting as a covered entity under the Health Insurance Portability and Accountability Act (HIPAA), such as when we perform Genetics Sequencing services, our [Notice of Privacy Practices](#) (NPP) apply to those services.

**5. Right to Change Terms and Conditions.** Fulgent may, at any time and from time to time, amend this Agreement. Any changes to this Agreement will be effective immediately upon posting of the changed terms and conditions on our Website at [www.fulgentgenetics.com/policies/terms-of-service](http://www.fulgentgenetics.com/policies/terms-of-service) and/or the Patient Account Portal. You agree to review these terms and conditions periodically, and use of the Patient Account Portal following any such change constitutes your agreement to follow and be bound by this Agreement as amended. USE OF THESE SERVICES AND RELIANCE ON THIS CONTENT IS SOLELY AT YOUR OWN RISK. FULGENT MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICE OR CONTENT.

**6. Disclaimer of Warranty; Limitation of Liability.**

THE PATIENT ACCOUNT PORTAL IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. FULGENT AND ITS AFFILIATES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE INFORMATION, SERVICES AND MATERIALS CONTAINED ON THE PATIENT ACCOUNT PORTAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THE PATIENT ACCOUNT PORTAL IS AT YOUR OWN RISK. ACCESS TO THE PATIENT ACCOUNT PORTAL MAY BE INTERRUPTED AND INFORMATION, SERVICES AND MATERIALS MAY NOT BE ERROR-FREE. NONE OF FULGENT, ITS SUPPLIERS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE PATIENT ACCOUNT PORTAL OR THE INFORMATION, SERVICES AND MATERIALS CONTAINED THEREIN ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, SERVICES AND MATERIALS PROVIDED ON THE PATIENT ACCOUNT PORTAL; THEY ALSO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE PATIENT ACCOUNT PORTAL, OR YOUR INABILITY TO USE THE PATIENT ACCOUNT PORTAL FOR ANY



REASON. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE PATIENT ACCOUNT PORTAL WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

- 7. Indemnification.** You agree to indemnify, defend and hold harmless Fulgent and its 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 this Agreement; (ii) our use of the Patient Account Portal; and (iii) your posting of material to the Patient Account Portal.
- 8. Authorization to Offer Additional Services.** By using our Patient Account Portal under this Agreement, you authorize us, our affiliates, agents, and contractors to use any or all information, including cellular telephone numbers and email addresses, for the purpose of contacting you regarding your current and future genetic testing service and results.
- 9. Modification and Termination of the Fulgent Patient Account Portal.** Fulgent reserves the right to terminate accounts for any reason it deems appropriate including, but not limited to, a belief that your conduct or your use of the Patient Account Portal violates applicable laws or is harmful to the interests of Fulgent or any other users. Fulgent also may place limits on, modify, suspend or terminate the Patient Account Portal generally, and may suspend or terminate your use of the Patient Account Portal if you fail to comply with this Agreement. This suspension or termination may delete your information, files, and other previously available content. If Fulgent terminates the Patient Account Portal or your use of the Fulgent Patient Account Portal, this Agreement will also terminate, but Sections 2, 5, 6, and 7 of this Addendum shall continue to be effective after this Agreement is terminated.