

TERMS OF SERVICE

VitalCheck Labs LLC

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1. ACCEPTANCE OF TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Client," "you," or "your") and VitalCheck Labs LLC ("VitalCheck Labs," "we," "us," or "our") governing your use of our website (www.vitalchecklabs.com) and specimen collection services.

BY USING OUR WEBSITE, SCHEDULING SERVICES, OR RECEIVING SERVICES FROM VITALCHECK LABS, YOU AGREE TO BE BOUND BY THESE TERMS.

If you do not agree to these Terms, you may not use our website or services.

For certain services (such as DOT drug testing, legal DNA testing, or corporate testing programs), additional terms may apply and will be provided in separate service agreements.

SERVICES PROVIDED

VitalCheck Labs provides mobile specimen collection services throughout the Dallas-Fort Worth metroplex, including:

Drug and Alcohol Testing:

- DOT drug testing (FMCSA-compliant)
- Non-DOT drug testing (5-panel, 10-panel, custom panels)
- Hair follicle drug testing
- Breath alcohol testing (BAT)

DNA and Paternity Testing:

- Legal DNA paternity testing (court-admissible)
- Personal DNA paternity testing (peace of mind)
- Sibling, grandparent, and relationship DNA testing
- Immigration DNA testing (USCIS-approved)

Wellness and Phlebotomy Services:

- Wellness blood panels (basic, comprehensive, executive)
- Mobile phlebotomy for individuals and healthcare facilities
- Health screening services

Other Services:

- Fingerprinting (live scan and ink cards)
- Background checks
- Forensic documentation and chain of custody services
- Expert witness testimony (for legal proceedings)

Geographic Service Area:

We provide mobile services within a 45-mile radius of Plano, Texas, including Collin County, Dallas County, Denton County, and Tarrant County.

3. ELIGIBILITY AND CONSENT**Age Requirement:**

You must be at least 18 years of age to use our website and schedule services. For services provided to minors, parental or legal guardian consent is required.

Informed Consent:

By scheduling and receiving services, you consent to:

- Specimen collection by VitalCheck Labs personnel
- Laboratory testing of collected specimens
- Disclosure of test results as described in our HIPAA Privacy Policy
- Billing for services rendered
- Use of your contact information for appointment reminders and service-related communications

Required Documentation:

For certain services, you must provide:

- Valid government-issued photo identification
- Court orders (for legal DNA testing)
- Employer authorization (for workplace drug testing)
- Medical prescriptions (for certain wellness testing)
- Custody or guardianship documents (for testing of minors)

Failure to provide required documentation may result in our inability to provide services, and no refund will be issued for scheduling fees.

4. SCHEDULING AND APPOINTMENTS**How to Schedule:**

You may schedule services by:

- Online booking through our website (www.vitalchecklabs.com/schedule-now)
- Phone: (972) 246-8745
- Email: info@vitalchecklabs.com

Scheduling Requirements:

When scheduling, you must provide:

- Full name and contact information
- Service type requested
- Preferred date, time, and location
- Any special requirements (e.g., observed collection, after-hours service)

Appointment Confirmation:

We will confirm your appointment via:

- Email confirmation with appointment details
- Text message reminder 24 hours before appointment
- Phone call for same-day or emergency appointments

Appointment Changes:

You may reschedule or cancel appointments by:

- Calling (972) 246-8745 at least 24 hours before scheduled appointment
- Emailing info@vitalchecklabs.com at least 24 hours before scheduled appointment

Late Cancellation or No-Show:

- Cancellations with less than 24 hours' notice: **\$50 cancellation fee**
- No-show (failure to be present at scheduled time): **Full service charge**
- Emergency situations (medical emergency, family emergency) may be exceptions at our discretion

Service Availability:

- **Standard hours:** Monday-Friday, 8:00 AM - 6:00 PM; Saturday 9:00 AM - 3:00 PM
- **After-hours service:** Available with premium fee (\$275)
- **Emergency response:** (2-4 hours): Available 7 days a week for post-accident and time-sensitive testing

Weather and Force Majeure:

We reserve the right to cancel or reschedule appointments due to:

- Severe weather conditions (ice, flooding, dangerous driving conditions)
- Public health emergencies
- Natural disasters
- Other circumstances beyond our reasonable control

No fees will be charged for appointments cancelled by VitalCheck Labs due to force majeure.

5. SERVICE FEES AND PAYMENT

Pricing:

Current pricing for services is available on our website at www.vitalchecklabs.com. Prices are subject to change without notice, but any changes will not affect services already scheduled or contracted.

Standard Service Pricing (Individual/Walk-In):

- Prices listed on website include specimen collection and basic mobile service within 20 miles of Plano
- Extended travel (21-45 miles) incurs additional mobile service fee
- After-hours, weekend, and holiday services incur premium fees
- Observed collections, forensic documentation, and other specialized services incur additional fees

Business Contract Pricing:

Business clients may receive volume-based discounts through annual or multi-year contracts. Contract pricing is specified in separate Business Services Agreements.

Payment Methods:

We accept:

- Credit cards (Visa, MasterCard, American Express, Discover)
- Debit cards
- Cash (for in-person transactions)
- Company checks (for established business accounts)
- Electronic fund transfers (for business accounts)

When Payment is Due:

Individual Clients:

- Payment due at time of service (or before service for prepaid appointments)
- For DNA testing and gender reveal testing: 50% deposit required at scheduling, balance due at collection

Business Clients:

- Payment terms specified in Business Services Agreement (typically Net 7, Net 15, or Net 30)

- Invoices emailed within 24 hours of service
- Late payments subject to 1.5% monthly interest charge

Refund Policy:

Services Rendered:

No refunds for services already performed. If you are dissatisfied with our service, contact us at info@vitalchecklabs.com to discuss resolution.

Cancelled Appointments:

- Cancellation 24+ hours in advance: Full refund of any deposits
- Cancellation less than 24 hours: \$50 cancellation fee deducted from refund
- No-show: No refund

Laboratory Errors:

If laboratory processing results in invalid or unusable results due to laboratory error (not client error or specimen integrity issues), we will arrange for re-collection and re-testing at no additional charge.

Specimen Issues: If your specimen cannot be tested due to:

- Insufficient quantity
- Adulteration or substitution (for drug testing)
- Refusal to provide specimen
- Failure to follow collection instructions

No refund will be issued, and you will be responsible for full payment.

Disputed Charges:

If you dispute a charge, you must notify us in writing within 30 days of the charge date. We will investigate and respond within 15 business days.

6. CLIENT RESPONSIBILITIES

By using our services, you agree to:**Provide Accurate Information:**

- Accurate personal information (name, date of birth, contact information)
- Complete medical history when requested
- Current medications and supplements (for drug testing)
- Disclosure of any conditions affecting specimen collection

Follow Instructions:

- Arrive at scheduled location on time (or be present for mobile appointments)

- Follow pre-collection instructions (e.g., fasting requirements for blood work)
- Cooperate with collection personnel
- Provide valid identification

Maintain Safe Environment (for Mobile Collections):

- Provide safe, clean location for specimen collection
- Ensure adequate lighting and privacy
- Notify us of any hazards (aggressive animals, unsafe conditions)
- Provide access to running water and restroom facilities (when applicable)

Legal Compliance:

- Use services only for lawful purposes
- Do not attempt to adulterate, substitute, or tamper with specimens
- Provide truthful information on consent forms and chain of custody documents
- Do not misrepresent your identity

Minors:

For testing of minors:

- Parent or legal guardian must be present
- Provide proof of guardianship (if requested)
- Provide consent on behalf of minor

7. SPECIMEN COLLECTION AND CHAIN OF CUSTODY

Collection Procedures:

All specimen collections are performed according to:

- DOT regulations (49 CFR Part 40) for DOT drug and alcohol testing
- AABB standards for DNA testing
- HIPAA requirements for privacy and security
- Industry best practices for all other testing

Chain of Custody:

We maintain strict chain of custody protocols including:

- Tamper-evident seals on all specimens
- Continuous documentation of specimen handling
- Secure transport to laboratory partners
- Photographic documentation (for forensic services)

Specimen Integrity:

You are responsible for:

- Providing unadulterated specimens
- Not attempting to substitute specimens
- Not using adulterants or dilution techniques
- Following all collection instructions

Consequences of Tampering:

- Adulterated or substituted specimens will be reported as such
- You will be charged full service fee with no refund
- For DOT testing, results will be reported to employer as a "refusal to test"
- We reserve the right to refuse future services

Witnessed/Observed Collections:

Some circumstances require observed collections:

- DOT return-to-duty testing
- Suspected adulteration
- Court-ordered observed collections

Observed collections incur an additional fee and will be performed by same-gender collector when possible.

8. TEST RESULTS

Result Delivery:

Test results are provided by:

- Email to address provided at scheduling
- Secure online portal access (for business clients)
- Mail (upon request)
- Phone (for urgent or time-sensitive results)

Result Turnaround Times:

- Drug testing (negative results): 24-48 hours
- Drug testing (positive results): 3-5 business days (includes MRO review)
- DNA testing: 3-5 business days
- Wellness blood panels: 24-72 hours
- Hair follicle testing: 5-7 business days

Note: Turnaround times are estimates provided by laboratory partners and are not guaranteed. Delays may occur due to laboratory volume, specimen issues, or need for confirmatory testing.

Result Disclosure:

Results are disclosed according to our HIPAA Privacy Policy and applicable laws:

- **Individual clients:** Results provided directly to you
- **Employer-mandated testing:** Results provided to employer and Medical Review Officer (as applicable)
- **Legal DNA testing:** Results provided to court, attorneys, or parties as directed by court order
- **DOT testing:** Results reported to employer and DOT as required by federal regulations

Result Accuracy:

While we use SAMHSA-certified and AABB-accredited laboratories and follow strict protocols, we do not guarantee 100% accuracy of test results. Factors affecting accuracy include:

- Specimen quality and integrity
- Timing of specimen collection relative to exposure
- Individual biological variations
- Laboratory processing variables

False positives and false negatives are possible with any testing methodology.

Disputes of Results:

If you dispute test results:

- For drug testing: Medical Review Officer (MRO) interview is part of standard process for positive results
- For DNA testing: Re-testing may be requested at your expense
- For all testing: Contact us at info@vitalchecklabs.com to discuss concerns

Split specimen testing (when available) may be requested according to applicable regulations.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW: Services "As Is":

Our services are provided "as is" and "as available" without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. **Liability Limitations:**

VitalCheck Labs and its owners, officers, employees, and contractors shall not be liable for:

Consequential Damages: We are not liable for indirect, incidental, consequential, special, or punitive damages arising from use of our services, including but not limited to:

- Loss of employment or job opportunities
- Loss of professional licenses or certifications
- Damage to personal or business relationships
- Emotional distress
- Lost profits or business opportunities

Total Liability Cap: Our total liability for any claims arising from our services shall not exceed the amount you paid for the specific service giving rise to the claim.

Third-Party Actions: We are not liable for:

- Actions taken by employers based on test results
- Decisions made by courts, attorneys, or government agencies based on test results
- Laboratory errors in processing specimens
- Delays in result delivery caused by third parties

Exceptions to Limitation of Liability:

Limitations do not apply to:

- Gross negligence or willful misconduct by VitalCheck Labs
- Violations of HIPAA privacy requirements (where applicable law prohibits limitation)
- Damages that cannot be limited or excluded under applicable law

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless VitalCheck Labs, its owners, officers, employees, and contractors from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from:

- Your breach of these Terms
- Your violation of any law or regulation
- Your provision of false or misleading information
- Your tampering with specimens or chain of custody
- Your misuse of test results
- Claims by third parties related to your use of our services
- Your failure to maintain a safe environment for mobile collections

11. DISCLAIMERS

Not Medical Advice:

VitalCheck Labs provides specimen collection services only. We do NOT:

- Provide medical advice, diagnosis, or treatment
- Interpret test results for medical decision-making
- Prescribe medications or recommend treatments
- Replace consultation with licensed healthcare providers

For medical advice, consult a licensed physician or healthcare provider. Laboratory Services:

We collect and transport specimens to third-party SAMHSA-certified and AABB-accredited laboratories. We are not responsible for:

- Laboratory processing errors
- Result accuracy or interpretation
- Laboratory delays or failures
- Laboratory business practices

Laboratory partners maintain separate liability and are responsible for their own services.

Legal Advice:

We provide specimen collection for legal proceedings but do NOT provide legal advice. For questions about legal matters, consult a licensed attorney.

Employment Decisions:

For workplace drug testing, we provide results to employers but do NOT advise on employment decisions. Employers are solely responsible for:

- Interpreting results in context of workplace policies
- Making hiring, firing, or disciplinary decisions
- Compliance with employment laws

Immigration Services:

For immigration DNA testing, we collect specimens according to USCIS guidelines but do NOT:

- Provide immigration legal advice
- Guarantee acceptance of results by USCIS or immigration authorities
- Represent you in immigration proceedings

12. INTELLECTUAL PROPERTY

Website Content:

All content on our website (text, images, logos, graphics, videos) is owned by VitalCheck Labs or licensed to us and is protected by copyright, trademark, and other intellectual property laws.

You may not:

- Copy, reproduce, or distribute website content without written permission
- Use our logos, trademarks, or branding without authorization
- Create derivative works based on our website content
- Use automated tools (bots, scrapers) to access or extract website content

Permitted Use:

You may:

- View and print website content for personal, non-commercial use
- Share links to our website on social media
- Quote brief excerpts with proper attribution

Client Materials:

You retain all rights to information you provide to us (personal information, medical history, etc.). By providing information, you grant us a limited license to use it for purposes of providing services.

13. PRIVACY AND DATA SECURITY

Your privacy is important to us. Our collection, use, and disclosure of your protected health information (PHI) is governed by our **HIPAA Privacy Policy**, available at www.vitalchecklabs.com/privacy-policy.

By using our services, you acknowledge that you have read and understand our Privacy Policy. **Key Privacy Points:**

- We comply with HIPAA and applicable state privacy laws
- We implement physical, technical, and administrative safeguards to protect your information
- We do not sell your personal information to third parties
- We disclose PHI only as permitted by law or with your authorization

14. ELECTRONIC COMMUNICATIONS

By providing your email address and phone number, you consent to receive electronic communications from VitalCheck Labs, including:**Service-Related Communications:**

- Appointment confirmations and reminders
- Test results
- Invoices and payment receipts
- Service updates and policy changes

You cannot opt out of service-related communications.**Marketing Communications (Optional):**

- Promotional offers and discounts
- Health tips and educational content
- Service announcements

You may opt out of marketing communications at any time by clicking "Unsubscribe" in emails or contacting us at info@vitalchecklabs.com.

15. DISPUTE RESOLUTION

Informal Resolution:

If you have a complaint or dispute, please contact us first:

- Phone: (972) 246-8745
- Email: info@vitalchecklabs.com

We will make a good faith effort to resolve disputes informally within 30 days.

Mediation:

If informal resolution fails, you agree to participate in non-binding mediation before pursuing litigation. Mediation will be conducted in Collin County, Texas, with costs shared equally.

Arbitration (for Claims Under \$10,000):

For disputes involving claims under \$10,000, either party may elect binding arbitration. Arbitration will be conducted according to the rules of the American Arbitration Association in Collin County, Texas

Litigation:

If disputes cannot be resolved through mediation or arbitration, litigation shall be conducted in the state or federal courts of Collin County, Texas. You agree to exclusive jurisdiction and venue in these courts.

Class Action Waiver:

You agree to pursue claims individually and waive any right to participate in class action lawsuits or class-wide arbitration against VitalCheck Labs.

Statute of Limitations:

Any legal action arising from our services must be commenced within one (1) year after the cause of action accrues. This limitation applies regardless of any statute of limitations that might otherwise apply.**16.**

GOVERNING LAW

These Terms are governed by the laws of the State of Texas, without regard to conflict of law principles.

For DOT drug and alcohol testing, federal regulations (49 CFR Part 40) also apply and supersede these Terms where there is conflict.

17. SEVERABILITY

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

18. ENTIRE AGREEMENT

These Terms, together with our HIPAA Privacy Policy and any separate service agreements (for business clients), constitute the entire agreement between you and VitalCheck Labs regarding use of our services.

These Terms supersede all prior or contemporaneous communications, agreements, or understandings (whether written or oral).

19. MODIFICATIONS TO TERMS

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting to our website.

We will notify you of material changes by:

- Updating the "Last Updated" date at the top of this page
- Posting notice on our website homepage
- Emailing notice to email address on file (for business clients)

Your continued use of our services after changes are posted constitutes acceptance of the modified Terms.

20. ASSIGNMENT

You may not assign or transfer your rights or obligations under these Terms without our written consent.

We may assign or transfer our rights and obligations under these Terms to:

- A successor entity in a merger, acquisition, or sale of assets
- A subsidiary or affiliate company
- A third-party service provider (with appropriate safeguards)

21. WAIVER

Our failure to enforce any provision of these Terms does not waive our right to enforce that provision or any other provision in the future.

No waiver of any term shall be deemed a further or continuing waiver of such term or any other term.

22. CONTACT INFORMATION

If you have questions about these Terms of Service, please contact:

VitalCheck Labs LLC

Chief Medical Officer: Johns

Phone: (972) 246-8745

Email: info@vitalchecklabs.com

Website: www.vitalchecklabs.com

23. ACKNOWLEDGMENT
By scheduling or receiving services from VitalCheck Labs, you acknowledge that:

- You have read and understand these Terms of Service
- You have read and understand our HIPAA Privacy Policy
- You agree to be bound by these Terms
- You are at least 18 years of age (or have parental/guardian consent)
- You have the authority to enter into this agreement
- All information you provide is accurate and truthful

VitalCheck Labs LLC

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