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We have other Web sites that are covered by different terms of use.
2. Disclaimer of Content

This site provides information about our company and its wholly owned subsidiaries and the products and services offered by each of them, including diagnostic health testing and services, data analysis, clinical trial capabilities, employer health management solutions, and information about various health conditions.

The clinical information contained within the "Healthcare Professionals" section of our site is intended for the use of healthcare professionals. Healthcare professionals should exercise their own clinical judgment when using our content, tools or databases.

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c. any material or information of any kind, which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or

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9. Privacy Policy

Quest Diagnostics will treat as confidential all health related information submitted by you, customers or other visitors to the Site. in accordance with Quest Diagnostics' Privacy Policy. 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.

10. Indemnification

You agree to indemnify, defend and hold harmless Quest Diagnostics and its suppliers and their respective 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 these terms and conditions and (ii) your posting of material to this Site.

11. Applicable Law

These terms and conditions and the resolution of any dispute related to these terms and conditions shall be construed in accordance with the laws of the State of New Jersey. Any dispute between Quest Diagnostics and you related to these terms and conditions shall be resolved exclusively by the state and federal courts of the State of New Jersey.

This Website can be accessed from the United States and other countries worldwide. Since the laws of each State or country may differ, you agree that the statutes and laws of the State of New Jersey, without regard to any principles of conflicts of law, will apply to all matters relating to the use of this Site.

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12. Termination

These terms and conditions are effective unless and until modified as noted above, or terminated, at any time, by Quest Diagnostics. If, in the sole discretion of Quest Diagnostics, you fail to comply with these terms and conditions, Quest Diagnostics may terminate these terms and conditions without notice and deny you access to the Site.

13. Contact Information

Quest Diagnostics Incorporated is headquartered in Madison, New Jersey, in the United States of America.

Corporate Headquarters
Quest Diagnostics Incorporated
3 Giralda Farms
Madison, NJ 07940
1-800-222-0446

Specific questions and comments should be directed to the appropriate department via our Contact Us page. While we make every effort to respond to all emails within 1 business week, we cannot guarantee a response to every electronic communication.
TO: Fernando A. Figueroa, Esq.
Senior Corporate Counsel

FR: Joseph C. Good, Jr.
Of Counsel

RE: Privacy Policy – Quest Terms and Conditions

Your company’s Privacy Policy - Terms and Conditions was forwarded to my office for review. The Medical University of South Carolina (MUSC) is a State agency of the State of South Carolina. MUSC is a statutorily created State entity which has no inherit powers but only authority granted to it by our State Legislature. MUSC does not have the authority to “indemnify or hold harmless” your company and is without authority to submit to the jurisdiction and laws of another equally sovereign state, i.e. New Jersey.

MUSC has liability pursuant to the South Carolina Tort Claims Act and is insured by the South Carolina Insurance Reserve Fund. I am sure that Quest Diagnostics has run into this situation with other State and Federal entities it contracts with. Thank you for your understanding of our limitations.

Debbie Knight
General Counsel’s Office
274 Calhoun street, MSC 204
Charleston, SC  29425
(843) 792-4063
(843) 792-0570 (FAX)

From: Wall, Sarah
Sent: Thursday, August 11, 2016 12:23 PM
To: Knight, Debbie
Subject: FW: Your request re: Contract Language

Please see below. Attached are the terms and conditions they are referring to for your convenience.

Sarah C. Wall
Administrative Coordinator I
PCard Program Administrator
University Purchasing
Dear Ms. Wall:

Please call me at your earliest convenience. Thank you.

Fernando

Fernando A. Figueroa
Senior Corporate Counsel

Confidential Attorney-Client Privileged Communication:
This email and any attachments to it may contain PRIVILEGED AND CONFIDENTIAL ATTORNEY CLIENT INFORMATION AND/OR ATTORNEY WORK PRODUCT exclusively for intended recipients. If you have received this email in error, DO NOT FORWARD OR DISTRIBUTE it to anyone else. Please call me at (610) 454-4524 to report the error and then delete this message from your system.
I have cc’d the name of one of our attorneys who may be able to help you. It would help if you could identify the nature of the agreement, for what product or service, etc. We really couldn’t tell from your note which are of the company is involved or who might really be engaged.

Marti (Martha) Everett