

**SERVICE TERMS: COVID-19 TESTING (B2B / B2B2C)**

These service terms set out the legal terms that apply to the use of the COVID-19 Testing Service ('COVID-19 Service Terms').

**1. Definitions**

1.1 The definitions and rules of interpretation set out below shall apply in these COVID-19 Service Terms. Capitalised terms used but not defined shall have the meanings given to them in the Master Terms of Service.

**'COVID-19 Testing Services'** the performance of the Test by the Supplier, and where agreed, add-ons such as: (i) courier pick up and drop off services relating to the Sample; and/or (ii) an on-site nurse to assist with obtaining Samples;

**'Sample(s)'** either: (i) a nasal swab and/or saliva sample obtained from an individual (for a PCR antigen laboratory test), or (ii) a digital photograph of the lateral flow cassette (for a lateral flow test); and

**'Test'** either: (i) a PCR antigen laboratory test for COVID-19 to be carried out by the Supplier on the Sample, or (ii) a lateral flow test for COVID-19 to be carried out by an individual and the result verified by the Supplier.

**2. COVID-19 test kits provided by the Supplier**

2.1 Where the parties have agreed that the Supplier shall supply the testing kits for the purposes of the COVID-19 Testing Services, the Supplier shall deliver the testing kits to the location specified by the Customer in the quantities requested in the Order.

2.2 The Supplier warrants that any testing kits provided by the Supplier in connection with the COVID-19 Testing Services are CE IVD approved.

**3. COVID-19 test kits NOT provided by the Supplier**

3.1 Where the parties have agreed that the Customer shall obtain its own testing kits for the purposes of the COVID-19 Testing Services, the Customer shall ensure that it:

(a) only uses (or allows Authorised Users to use) testing kits which are included on the Supplier's list of validated testing kits (as updated from time to time) to obtain the Samples; and

(b) regularly reviews the Supplier's list of validated testing kits for updates. The Customer acknowledges that the list of validated testing kits will be subject to change in accordance with the Supplier updating its testing standards. The Supplier reserves the right to add or remove testing kits from its list of validated testing kits at its sole discretion with immediate effect and without notice to the Customer. The Supplier disclaims all liability arising as a result of any update to its list of validated testing kits.

3.2 Any testing kit which is not included on the list of validated testing kits will need to be sent to the Supplier for validation and approved by the Supplier in writing before such testing kit can be used by the Customer to obtain a Sample in connection with the COVID-19 Testing Services.

**4. COVID-19 Testing Services**

- 4.1 Upon acceptance of an Order, the Customer:
- (a) can register, or direct Authorised Users to register, the testing kit using the Web Portal or the App (if available) prior to obtaining a Sample using a testing kit;
  - (b) shall ensure that Authorised Users comply with the testing kit instructions, including instructions relating to obtaining a Sample and (where applicable) directions on correct labelling and packaging of the Sample. Where applicable, the Supplier shall provide the Customer with an on-site nurse to assist obtaining Samples;
  - (c) shall arrange for the Samples to be delivered to the Supplier. Where applicable, the Supplier may arrange for collection of the Samples;
  - (d) shall ensure that the Samples delivered to the Supplier do not exceed the Test quantities requested in the Order;

- 4.2 Following valid receipt of the Samples, the Supplier:

- (a) shall, following receipt of the Samples, use reasonable efforts to promptly perform the COVID-19 Testing Services. The Supplier shall notify the Customer of any results as soon as reasonably possible via the Web Portal or the App (where registered in accordance with paragraph 4.1(a)), or via a method of transmission as agreed by the parties. The results may be presented as a certificate of analysis of the Test, or otherwise, as determined by the Supplier;
- (b) at its sole discretion, shall be permitted to reject Samples and shall not be obligated to perform the Services in the following circumstances: (i) the Sample has been incorrectly labelled or packaged; (ii) the Sample has not been correctly obtained in accordance with the testing kit instructions; (iii) the Sample has been obtained using a testing kit which is not included on the Supplier's list of validated testing kits (as updated from time to time), or has not been approved by the Supplier; (iv) the Samples delivered to the Supplier exceed the Test quantities requested by the Customer in the Order; or (v) as determined by the Supplier, acting reasonably;
- (c) may, following completion of a Test, destroy or dispose of the Sample unless otherwise agreed.

- 4.3 The Supplier shall use reasonable commercial efforts to provide the Customer with any results from the COVID-19 Testing Services in a prompt manner however the Supplier makes no warranty on as to the timeframe within which this will be provided (unless otherwise specified).

- 4.4 The Supplier shall not be liable for any disruption or error to the COVID-19 Testing Services or any injury or harm caused as a result of, or in connection with, use of any third party services or products, including third party testing kits.

## **5. Retention of Samples**

- 5.1 Subject to receiving the prior consent of the relevant Authorised Users, the Supplier may retain (including after termination of the Agreement) and use the Samples and associated Personal Data for the purposes of internal assay validation, developing new products, services and systems, and/or improving its existing products, services and systems.

- 5.2 The Customer acknowledges that the Supplier may be required by law to:

- (a) retain Samples, and certain Personal Data relating to Samples and/or COVID-19 test results, together with other Personal Data relating to the affected individuals; and
- (b) provide such Personal Data to certain UK health authorities, for example Public Health England, the Department of Health and Social Care, and the UK Health Security Agency.