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Terms & Conditions for COVID testing services by Viselio AG

1. General

The following Terms of Use govern the relationship between the customer ("Customer") and Viselio AG, Europa-Strasse 21, 8152 Glattbrugg, Switzerland (CHE-256.442.960) ("Viselio AG") with respect to the provision of Covid-19 test solutions. The Terms of Use apply to the use of all Covid-19 test solutions of Viselio AG.

2. Definitions

Partner laboratory	Covid 19 test laboratory according to number 5
Sample	Saliva sample or nasopharyngeal swab for PCR test solutions according to section 4.1, nasopharyngeal swab for antigen test solutions according to section 4.2, or blood sample for antibody test solutions according to section 4.3
Test	Covid-19 test solution according to number 4
Test result	Findings of a Covid 19 test solution according to number 4
Text center	Locality operated by Viselio AG for the delivery of Covid 19 test solutions

3. Concept and responsibility

Viselio AG offers various Covid 19 test solutions. All test solutions must be booked via the website <https://www.viselio.com/en/home>. Viselio AG provides the technical infrastructure (website) for booking the tests and can be contacted in case of questions regarding the process (support). For the Covid-19 test solutions, according to sections 4.1.3, 4.2, and 4.3.3 (test solutions with collection at the test center), Viselio AG also provides instructions for sample collection.

Viselio AG or its employees shall not perform any medical examinations and/or analyses unless explicitly described to the contrary. In the case of the test centers described in Sections 4.1.3, 4.2, and 4.3.3, the medical responsibility for the collection of samples and/or their analysis shall at all times rest with the eedoctors AG, Waldeggstrasse 37, 3097 Liebefeld (CHE-376.313.071).

4. Covid-19 test solutions

4.1 PCR Test Solutions

4.1.1. PCR test with self-testing

In the case of the PCR test with self-collection, the test material is shipped or issued to the customer by Viselio AG, a partner laboratory, or a third party. The customer takes the saliva sample or the nasal/throat swab himself and returns the sample to a partner laboratory for analysis. The test result is sent by e-mail by the partner laboratory.

4.1.2. PCR test with collection in the laboratory

For the PCR test with collection in the laboratory, the customer books an appointment with a partner laboratory at Viselio AG. The saliva sample or the nasal/pharyngeal swab is taken by specialist personnel and analyzed by a partner laboratory. The test result is sent by e-mail by the partner laboratory.

4.1.3. PCR test with collection at the test center

For the PCR test with collection at the test center, the customer books a test solution via the Viselio AG website. The customer goes to a Viselio AG test center without a prior appointment (walk-in) and takes the saliva sample or the nasal/throat swab himself. The sample is returned by the staff on-site to a partner laboratory for analysis. The test result is sent by e-mail by the partner laboratory.

4.2 Antigen Test Solutions

4.2.1. Antigen test with collection at the test center

For the antigen test with collection at the test center, the customer books a test solution via the Viselio AG website. The customer goes to a Viselio AG test center without a prior appointment (walk-in). The customer's nasopharyngeal swab is taken by Viselio AG personnel. The sample is analyzed on-site by Viselio AG personnel. The test result is sent by e-mail.

4.3 Antibody Test Solutions

4.3.1. Antibody test with self-collection

In the case of the antibody test with self-collection, the test material is shipped or issued to the customer by Viselio AG or a partner laboratory. The customer takes the blood sample himself and returns it to a partner laboratory for analysis. The test result is sent by e-mail by the partner laboratory.

4.3.2. Antibody test with collection in the laboratory

For the antibody test with collection in the laboratory, the customer books an appointment with a partner laboratory at Viselio AG. The blood sample is taken by qualified personnel and analyzed by a partner laboratory. The test result is sent by e-mail by the partner laboratory.

4.3.3. Antibody test with collection at the test center

For the antibody test with collection at the test center, the customer books a test solution via the Viselio AG website. The customer goes to a Viselio AG test center without a prior appointment (walk-in). The customer's blood sample is taken by Viselio AG personnel. The sample is returned by the staff on-site to a partner laboratory for analysis. The test result is sent by e-mail by the partner laboratory.

5. Partner Laboratories

Viselio AG shall be entitled to entrust third parties with the provision of the Covid 19 Test Solutions. In particular, the Covid 19 Test Solutions, according to Clause 4, may be provided in whole or in part by one of the laboratories listed below ("Partner Laboratories").

Partner labs directory

Country	Laboratory	Accreditation
Switzerland	Invenimus Medizinische Laboratorien AG	Swiss Agency for Therapeutic Products (SwissMedic), No. 511777-102651333
Switzerland	ADR-AC GmbH	Swiss Agency for Therapeutic Products (SwissMedic), No. 512690-102673008
France	Laboratory Cab-Lenys (Biogroup)	Comité français d'accréditation (Cofrac), Nr. 8-3115

6. Privacy

The customer consents to the processing of his personal data by Viselio AG and third parties commissioned by Viselio AG, in particular the partner laboratories listed in section 5 and their employees, located in Switzerland or Europe. The data will be used exclusively for the processing of the Covid-19 test solutions and will be deleted within a reasonable period of time. The customer acknowledges that in the event of a positive test result, the testing laboratory is obliged to report the test result and the customer's personal details to the relevant authorities. Furthermore, it is expressly pointed out that persons with a positive test result must behave in accordance with the instructions of the Swiss authorities.

7. Disclaimer

To the extent permitted by law, any liability of Viselio AG and its employees for direct and/or indirect personal injury, property damage, and financial loss of any kind is excluded.

The customer acknowledges that Covid 19 test solutions are not 100% accurate and may therefore show a false-positive or false-negative result in rare cases. The causes for a false-positive or false-negative result can be manifold. Covid 19 virus infections can only be detected if the pharyngeal mucosa is involved and viruses have already multiplied intracellularly, which is usually within the first few days after infection. Poor quality specimen collection, especially self-collection (insufficient swab material, incorrect collection site, etc.), as well as improper or delayed storage, can lead to false-positive or false-negative results. A negative test result does not exclude the presence of Covid 19 infection. In case of suspected infection or continuous exposure, the test should be repeated regularly.

Viselio AG is exclusively liable for the careful selection and instruction of the partner laboratories. The services provided by the partner laboratories are based on the current scientific and analytical state of the Swiss Code of Obligations (OR).

Viselio AG does not guarantee that the analysis of the swab sample will be performed by a certain date and/or that the test result will be available at a certain date. To the extent permitted by law, liability for any consequential damages such as missed flights, missed appointments, costs, damages, and/or lost sales or profits, which are due to the fact that the test was not performed despite an existing booking and/or the test result was not available in time, is excluded.

Viselio AG does not guarantee that a test or a test result will be accepted by the country of entry and/or exit. It is the customer's responsibility to inform himself about the entry and/or exit regulations and the required test certificates.

The above exclusion of liability shall also apply in favor of the legal representatives and vicarious agents of Viselio AG. Liability for auxiliary persons according to Art. 101 of the Swiss Code of Obligations (OR) is excluded.

8. Final Provisions

8.1. Legally binding

The original German text of these Terms of Use is legally binding. The original German text shall take precedence over any translations.

8.2. Changes to the terms of use

Viselio AG reserves the right to change these terms of use at any time. The current version is available on the website <https://www.viselio.com/legal>. The customer is recommended to check the current status of the terms of use at regular intervals.

8.3. Severability clause

The invalidity or unenforceability of individual provisions of this agreement shall not prevent the legal validity of the remaining provisions. In the event of a dispute, the parties shall endeavor to reach an amicable

settlement. If no agreement is reached, the invalid provision shall be replaced by a provision that comes closest in legal and economic terms to the original, unenforceable provision.

8.4. Jurisdiction agreement

This Agreement shall be governed exclusively by Swiss substantive law. All disputes arising out of or in connection with this Agreement shall be decided by the courts of the City of Bern (BE).