

GENERAL TERMS AND CONDITIONS - HIRSLANDEN

Introduction

1. Scope of application

- 1.1. Hirslanden AG, Zurich (“HIRSLANDEN” or “we”) operates the online platform “TOGETHER WE TEST” (“ONLINE PLATFORM”). HIRSLANDEN uses the ONLINE PLATFORM to enable interested companies, public institutions, schools and associations to do organised pool testing (“TESTING”) and test sites to carry out random pool TESTING (“TEST COMPANY” or “you”). Both pooled molecular biological analyses for SARS-CoV-2 (POOL TESTS) and individual molecular biological analyses for Sars-CoV-2 for confirmatory diagnosis of positive pools (INDIVIDUAL TESTS) can be organised via the ONLINE PLATFORM. INDIVIDUAL TESTS are conducted either on the basis of reserve samples or by re-sampling at the TEST COMPANY site, the latter only being available for organised pool TESTS. Confirmatory diagnosis for random pool TESTS, unless reserve samples are used, are not mediated via the ONLINE PLATFORM. Persons from TEST COMPANIES who participate in TESTING are “PARTICIPANTS”. The ONLINE PLATFORM allows TEST COMPANIES to obtain the goods and services required for TESTING via this interface: procurement of materials, logistics, carrying out of TESTING in certified laboratories (“LABORATORY”), notification of results and billing in accordance with the rates and provisions applied by the federal government in Annex 6 to the Ordinance 3 on Measures to Combat the Coronavirus (“COVID-19 Ordinance 3”; SR 818.101.24).
- 1.2. TEST COMPANIES that register on the ONLINE PLATFORM confirm their acceptance of the General Terms and Conditions (“GTC”), and in particular accept the exclusion of liability (section 4) and the obligation to indemnify (section 16). For organised pool TESTING, the person doing the registration confirms with the registration that the TEST COMPANY may test the PARTICIPANTS, that they have been fully authorised to conclude the contract (including these GTC) by the TEST COMPANY for whom they are doing the registration, and that they are empowered to authorise HIRSLANDEN and the PARTNER COMPANIES (as defined in section 2.1) to process, use and forward personal data of the PARTICIPANTS. By registering on the ONLINE PLATFORM, PARTICIPANTS in random pool TESTING also agree to the GTC, accept the exclusion of liability (section 4) and consent to the processing, use and forwarding of personal data by HIRSLANDEN, TEST COMPANIES and PARTNER COMPANIES.

2. Subject of the contract

- 2.1. HIRSLANDEN facilitates the delivery of goods and services by selected suppliers of goods and services via the ONLINE PLATFORM. These include but are not limited to: providers of logistics services, materials suppliers, healthcare providers offering pooling (“EXTERNAL POOLERS”), and certified laboratory institutes (together: “PARTNER COMPANIES”).
- 2.2. These GTC govern the legal relationship between HIRSLANDEN, TEST COMPANIES, PARTICIPANTS, PARTNER COMPANIES and authorities such as the cantons, FOPH or health insurers (“AUTHORITIES”) for the facilitation services by HIRSLANDEN and the delivery of goods and services by PARTNER COMPANIES via the ONLINE PLATFORM. These legal relationships concerning the use of facilitation services by HIRSLANDEN between HIRSLANDEN, TEST COMPANIES, PARTICIPANTS, PARTNER COMPANIES and AUTHORITIES are governed by these GTC as amended from time to time, in the version that is valid at the time the facilitation services are used.

Contractual relationship between HIRSLANDEN and TEST COMPANIES

3. Conclusion of contract

- 3.1. By registering on the ONLINE PLATFORM, the TEST COMPANY confirms that all required conditions are met and all permits are available, and confirms acceptance of these GTC.
- 3.2. The contract regarding the delivery of goods and services is concluded directly between the PARTNER COMPANIES, PARTICIPANTS and TEST COMPANIES. As such, TEST COMPANIES, PARTICIPANTS and PARTNER COMPANIES are referred via the ONLINE PLATFORM.
- 3.3. HIRSLANDEN itself does not offer any test kits, logistics services or laboratory services and also does not deliver or provide such services, it only facilitates them.

4. Responsibility and exclusion of liability of HIRSLANDEN

- 4.1. HIRSLANDEN is not a party to the contract between TEST COMPANIES, PARTICIPANTS and PARTNER COMPANIES. HIRSLANDEN is therefore neither responsible for the actions or omissions of the PARTNER COMPANIES nor for those of the TEST COMPANIES or PARTICIPANTS. HIRSLANDEN excludes any and all liability with regard to the delivery of goods and the supply of services. HIRSLANDEN in particular does not accept any liability for the accuracy and completeness of the information concerning data protection legislation where this relates to the processing of data that falls outside HIRSLANDEN's data protection remit (see section 16). The same applies to the collection of declarations of consent that meet the requirements of data protection regulations by HIRSLANDEN regarding such processing of data. In this regard, HIRSLANDEN explicitly refers to the obligation to indemnify HIRSLANDEN (cf. section 16.5).
- 4.2. HIRSLANDEN brings TEST COMPANIES, PARTICIPANTS and PARTNER COMPANIES together and enables communication between these parties regarding orders for the delivery of goods and services via its ONLINE PLATFORM in accordance with the provisions of these GTC. HIRSLANDEN in particular does not guarantee any turnaround time (TAT) and does not accept any liability for damage or loss caused by late deliveries of goods, services, results or certificates.
- 4.3. Where liability exists on the part of HIRSLANDEN, HIRSLANDEN is only liable for unlawful intent and gross negligence. Further liability on the part of HIRSLANDEN, on whatever legal grounds, is excluded – where permitted by law – in particular liability for (i) slight negligence, (ii) indirect incidental damage and consequential damage, (iii) damage caused by late deliveries of services, and (iv) actions and omissions of any auxiliary agents. HIRSLANDEN is also not liable for any disruptions of performance which occur for technical reasons (e.g. defective hardware/software, maintenance work) or for reasons for which HIRSLANDEN is not responsible (e.g. force majeure, influence of a third party).
- 4.4. HIRSLANDEN does not guarantee the uninterrupted availability of the ONLINE PLATFORM and/or its services. HIRSLANDEN may in particular temporarily restrict IT services when this should be necessary in view of security requirements, capacity limits, the integrity of the IT system or the implementation of technical measures or should serve the proper or improved provision of services in the context of maintenance work.
- 4.5. Any declarations issued by HIRSLANDEN in the context of providing its facilitation services such as recommendations, forecasts, expectations, etc. cannot in any way be understood to be an assurance, warranty or guarantee.

5. Content

- 5.1. The content of this ONLINE PLATFORM (“CONTENT”) serves exclusively to facilitate deliveries of goods and services by PARTNER COMPANIES and to provide information concerning TESTING. TEST COMPANIES and PARTICIPANTS are expressly advised that medical information on this ONLINE PLATFORM can in no way substitute for a personal consultation and/or examination by a doctor or qualified healthcare professional.
- 5.2. The ONLINE PLATFORM gives third parties, in particular PARTNER COMPANIES the opportunity to publish their own content in the designated sections. The third party is solely responsible for the content of this material.
- 5.3. The ONLINE PLATFORM may contain links to the websites of other companies. These links are provided as a convenience for users of the ONLINE PLATFORM and do not constitute permission to use the content of any other website. HIRSLANDEN assumes no liability for the websites of other providers. Following links therefore occurs at the risk of the TEST COMPANY or PARTICIPANT. TEST COMPANIES and PARTICIPANTS can view the privacy policy of all third-party sites linked to the ONLINE PLATFORM to find out how their personal data are used.

6. Copyright

- 6.1. All CONTENT is protected by trademark, patent, copyright or other intellectual property rights and is the property of HIRSLANDEN unless such rights are held by third parties.
- 6.2. The services and CONTENT of HIRSLANDEN, either in whole or in part, are in particular protected by copyright. HIRSLANDEN grants the TEST COMPANY a non-exclusive, non-transferable and non-sublicensable right to use the services and CONTENT of the ONLINE PLATFORM in the context of TESTING. When using these works, the TEST COMPANY undertakes not to breach the copyright, and in particular not to distribute, process, copy or in any other manner transfer the works or make them accessible to others without the explicit written consent of HIRSLANDEN.
- 6.3. Excluded from the above are specially designated images and text found in the Press Information section, which may be used without the prior written consent of HIRSLANDEN exclusively and related directly for press coverage of HIRSLANDEN. The source must be explicitly stated.

General Terms and Conditions between TEST COMPANIES and PARTNER COMPANIES

7. General provisions

- 7.1. TEST COMPANIES by ordering the delivery of goods and services and PARTNER COMPANIES by accepting the order for the delivery of goods and services accept these GTC.
- 7.2. PARTNER COMPANIES carry out all orders for the delivery of goods and services submitted via the ONLINE PLATFORM in good time, to the best of their ability, in compliance with the applicable laws and in accordance with the latest developments in science and technology.
- 7.3. Unless stated otherwise in these GTC, PARTNER COMPANIES are liable in accordance with the applicable legal provisions for a breach of their contractual and non-contractual obligations regarding the delivery of services and goods ordered via the ONLINE PLATFORM.

8. General Terms and Conditions between the TEST COMPANY and PARTNER COMPANY LABORATORY

- 8.1. The GTC apply to the relationship between the TEST COMPANY and the LABORATORY, with effect from the confirmation of the order for goods sent to the TEST COMPANY via the ONLINE PLATFORM.
- 8.2. The ONLINE PLATFORM can be used to submit orders to the LABORATORY for the following services in particular: Laboratory diagnosis and notification of the results per POOL TESTING and INDIVIDUAL TESTING. Orders can also be submitted for pooling using reserve samples if the LABORATORY offers this service.
- 8.3. The ONLINE PLATFORM is used for the processing (capture and identification) of the laboratory orders (TESTING) and the notification of the results of POOL TESTING and INDIVIDUAL TESTING. The results from an organised pooled TEST are sent to the TEST COMPANY via the ONLINE PLATFORM. The results from an INDIVIDUAL TEST or random pool TEST are sent exclusively to the PARTICIPANT via the ONLINE PLATFORM. A written laboratory report (e.g. for foreign travel) cannot be issued via the ONLINE PLATFORM.
- 8.4. In the case of INDIVIDUAL TESTING, the LABORATORY consults qualified, certified medical professionals. The LABORATORY shall be liable for the services provided by third parties in the same way as for its own services. TEST COMPANIES, PARTICIPANTS and LABORATORY acknowledge that HIRSLANDEN is not responsible for the conduct of the health professionals.
- 8.5. The LABORATORY must provide the service with due care, in compliance with the applicable laws and in accordance with the latest developments in science and technology. Throughout the term of the relationship, the LABORATORY must have all required permits for providing the service.
- 8.6. The LABORATORY must make every effort to analyse the samples immediately upon their arrival at the LABORATORY and to submit the results to the ONLINE PLATFORM as soon as possible.
- 8.7. The LABORATORY may involve other qualified and certified providers of laboratory services to provide the service when this seems expedient. The LABORATORY shall be liable for the services provided by third parties in the same way as for its own services.
- 8.8. The LABORATORY must at all times observe the duty of professional secrecy pursuant to Art. 321 of the Swiss Criminal Code (StGB; SR 311.0).
- 8.9. The LABORATORY is not liable for any incorrect labelling of samples or for entries on pooling lists made by the TEST COMPANY or EXTERNAL POOLER. The LABORATORY is also not obliged to check the accuracy of the data provided by TEST COMPANIES and PARTICIPANTS. The LABORATORY is not liable for damage incurred by the TEST COMPANY or the PARTICIPANT as a result of the delayed notification of results.
- 8.10. The LABORATORY shall not be liable for damage incurred by the TEST COMPANY or the PARTICIPANT in the context of the provision of the service, except if the damage was caused by the grossly negligent or intentional actions of the LABORATORY. All indirect and consequential damage is excluded to the extent permitted by law.

9. Terms and conditions for TEST COMPANIES and PARTNER COMPANIES - LABORATORY regarding material

- 9.1. The GTC apply between the TEST COMPANY and the LABORATORY as PARTNER COMPANY regarding test kits, protective equipment, etc. ("GOODS") with effect from the confirmation of the DELIVERY OF GOODS via the ONLINE PLATFORM by the merchant as PARTNER COMPANY ("MERCHANT") in the name and on behalf of the LABORATORY.
- 9.2. The TEST COMPANY's warranty rights are governed by the statutory provisions of Swiss law, unless the conditions of these GTC determine otherwise.

- 9.3. The TEST COMPANY checks the GOODS as soon as possible after delivery. If the delivered GOODS do not correspond to the ordered GOODS, the delivered GOODS are defective (provided that the TEST COMPANY is not responsible for the defect), or the delivery is incomplete, the TEST COMPANY must inform the MERCHANT within 2 (two) working days via the ONLINE PLATFORM. The TEST COMPANY shall not have any claims if the delivered GOODS deviate only marginally from the contractual agreements. If and to the extent that GOODS suffer from a material defect in quality, the TEST COMPANY shall primarily have a claim to subsequent performance by the MERCHANT. Subsequent performance takes the form of a replacement delivery. The TEST COMPANY can withdraw from the contract if subsequent performance fails twice or is delayed for reasons for which the MERCHANT is responsible.
- 9.4. The TEST COMPANY loses the right to assert warranty claims if it does not notify the MERCHANT of the hidden defects to the GOODS and the type of defects within 2 (two) working days after they were discovered or should have been discovered by the TEST COMPANY.
- 9.5. The MERCHANT (or LABORATORY) shall not be liable for damage resulting from failure to observe instructions for use, unsuitable or improper storage or use of the GOODS, natural wear and tear, or incorrect or negligent treatment by the TEST COMPANY or PARTICIPANTS. It shall also not be liable for damage caused by unsuitable chemical, electro-chemical, electrical, weather-related and other unforeseen influences, provided that the damage was not primarily caused through the fault of the MERCHANT.
- 9.6. The MERCHANT (or LABORATORY) shall be liable for damages – regardless of the lawful basis – relating to illegal intent and gross negligence. In the event of slight negligence, the MERCHANT (or LABORATORY) shall only be liable for intentional injury to life, limb or health and for claims under the Swiss Product Liability Act (SR 221.112.944). In all other respects, claims for damages and consequential damages are excluded to the extent permitted by law.
- 9.7. The TEST COMPANY is obliged to comply with all instructions and operational procedures relating to GOODS as issued by the MERCHANT for quality, health, safety and environmental reasons. In the cases deemed necessary by the MERCHANT, the MERCHANT is in particular authorised with immediate effect to issue instructions regarding the GOODS held in the possession of the TEST COMPANY (i.e. to return the goods or to dispose of them properly).

10. General Terms and Conditions for TEST COMPANIES and PARTNER COMPANIES - logistics providers: Forward logistics

- 10.1. The GTC apply with effect from the confirmation of the order for goods via the ONLINE PLATFORM, between the TEST COMPANY and the forward logistics providers, in the name and on behalf of the LABORATORY (“FORWARD LOGISTICS PROVIDERS”).
- 10.2. FORWARD LOGISTICS PROVIDERS deliver the GOODS to the address provided by the TEST COMPANY during registration, albeit not personally to the recipient as indicated. Shipments to addresses with a central incoming mail unit are delivered to such units. The FORWARD LOGISTICS PROVIDER does not give any warranty for the delivery of the GOODS if the address is incorrect or incomplete or if the GOODS cannot be delivered during normal business hours. The FORWARD LOGISTICS PROVIDER can withdraw from the contract if service should fail twice.
- 10.3. Shipments are deemed to have been delivered when the FORWARD LOGISTICS PROVIDER hands over the shipment to the TEST COMPANY or delivers them to another designated venue (e.g. post box, pigeonhole, lockable package box). The TEST COMPANY accepts the delivery notes captured electronically by the FORWARD LOGISTICS PROVIDER as proof of delivery. Shipments that are too big for the post box, pigeonhole or lockable package box are deposited at the building's entrance. Contrary agreements with the sender or the recipient (e.g. approval of service, order to deposit packages) are reserved.

- 10.4. The risk passes to the TEST COMPANY upon performance of delivery at the agreed recipient address; the risk also passes to the TEST COMPANY if only part of a shipment is delivered. The FORWARD LOGISTICS PROVIDER uses the ONLINE PLATFORM to inform the TEST COMPANY about any delays. However, this does not under any circumstances establish a claim to the reimbursement of the costs or the payment of damages. After their proper despatch, the FORWARD LOGISTICS PROVIDER does not accept any liability for theft, loss or any damage to GOODS.
- 10.5. The FORWARD LOGISTICS PROVIDER (or LABORATORY) shall be liable for damages – regardless of the lawful basis – relating to illegal intent and gross negligence. Liability is excluded for damage caused by other persons who were mandated with the execution of a task by the FORWARD LOGISTICS PROVIDER and who are vicarious agents of the FORWARD LOGISTICS PROVIDER.
- 10.6. The liability of the FORWARD LOGISTICS PROVIDER (or the LABORATORY) shall be limited to direct loss or damage arising from the loss of or damage to a shipment. All other damage and loss (in particular lost profits, interest losses, missed transactions) shall be excluded from liability, regardless whether these are direct, highly personal or intangible damage and loss.
- 10.7. The liability of the FORWARD LOGISTICS PROVIDER (or the LABORATORY) for any and all transport damage arising from the complete or partial destruction, damaging or loss of a package shall be restricted to the net purchase value of the GOODS.

11. General Terms and Conditions for TEST COMPANIES and PARTNER COMPANIES - logistics providers: Reverse logistics

- 11.1. The GTC apply with effect from the confirmation of the order for goods via the ONLINE PLATFORM, between the TEST COMPANY and the reverse logistics providers, in the name and on behalf of the LABORATORY (“REVERSE LOGISTICS PROVIDERS”).
- 11.2. To the extent permitted by law, the liability of the REVERSE LOGISTICS PROVIDER (or the LABORATORY) for the loss of or damage to a shipment shall be excluded. All other damage and loss (in particular lost profits, interest losses, missed transactions) shall also be excluded from liability, regardless whether these are direct, highly personal or intangible damage and loss.
- 11.3. There is no claim to the subsequent performance or repeat of individual TESTING.

Issue of certificates

12. Organised pool TESTING

- 12.1. COVID-19 certificates (“CERTIFICATE”) for organised pool TESTING can only be issued if they have been approved by the canton. If approval has been given, the canton provides the access data to HIRSLANDEN which HIRSLANDEN needs to issue CERTIFICATES on behalf of the LABORATORY via the ONLINE PLATFORM.
- 12.2. The pool manager can consult the ONLINE PLATFORM about the option of issuing a CERTIFICATE and order a CERTIFICATE for PARTICIPANTS who wish to receive a CERTIFICATE. The pool manager has to check the personal details of the PARTICIPANTS and confirm by mTAN that the sample is authentic. If the LABORATORY notifies a negative result for the pool or INDIVIDUAL TEST, a request for a certificate is sent to the COVID-19 certificate platform of the Federal Office of Information Technology, Systems and Telecommunications (“FOITT”) for each pool PARTICIPANT for whom a CERTIFICATE was ordered. The BIT then sends the CERTIFICATE directly to the PARTICIPANT by e-mail, using the contact data provided.
- 12.3. The issuing of CERTIFICATES does not incur any costs for the TEST COMPANY and PARTICIPANTS.

13. Random pool TESTING

- 13.1. For random pool TESTING, the federal government provides the access data to HIRSLANDEN which HIRSLANDEN needs to issue CERTIFICATES on behalf of the LABORATORY via the ONLINE PLATFORM.
- 13.2. The test site checks the identity and personal information of the PARTICIPANT for the purpose of issuing the CERTIFICATE. If the LABORATORY notifies a negative result for the pool, a request for a certificate is sent to the BIT's COVID-19 certificate platform for each PARTICIPANT. The BIT then sends the CERTIFICATE directly to the PARTICIPANT by e-mail, using the contact data provided.
- 13.3. The issuing of CERTIFICATES does not incur any costs for the PARTICIPANTS.

General provisions

14. Introduction

The following provisions apply to all contractual relationships that are processed via the ONLINE PLATFORM.

15. Obligations of TEST COMPANIES

- 15.1. The TEST COMPANY is responsible for receiving the GOODS, distributing test kits to the PARTICIPANTS, collecting samples, pooling samples – if the LABORATORY does not generate reserve samples – and getting these ready for the reverse logistics provider. In the case of organised pooled TESTING, TEST COMPANIES have the option of commissioning EXTERNAL POOLERS to undertake pooling via the ONLINE PLATFORM. In such cases, the EXTERNAL POOLER is responsible for pooling the samples.
- 15.2. The TEST COMPANY is in particular responsible for ensuring that samples are taken in accordance with the instructions for taking samples on the ONLINE PLATFORM. The TEST COMPANY or EXTERNAL POOLER undertakes to pool and package the samples in accordance with the statutory and official provisions as well as the instructions that can be called up on the ONLINE PLATFORM. HIRSLANDEN and the other PARTNER COMPANIES are not responsible for the correct taking of samples, pooling of samples and packaging of samples and reject any and all liability in this regard.
- 15.3. Each PARTICIPANT in organised pool TESTING obtains the test kit for POOL TESTING and INDIVIDUAL TESTING from the pool manager appointed and trained by the TEST COMPANY. For POOL TESTING, PARTICIPANTS involved in organised pool TESTING do their own test independently at home or at a test point and then submit the test to their pool manager. Each PARTICIPANT in random pool TESTING obtains the test kit for POOL TESTING from the test site and carries out the test under supervision at the test site.
- 15.4. The TEST COMPANY or EXTERNAL POOLER prepares the pool sample and maintains a pooling list. As soon as TESTING is complete, the TEST COMPANY or EXTERNAL POOLER inserts the TEST, identified by barcode, into the provided bag and then into the pre-addressed LABORATORY return envelope. The TEST COMPANY, if undertaking the pooling, makes sure that each PARTICIPANT can be allocated clearly to the relevant pool (in particular by way of correct registration and entry into the pool list, with allocation to the barcode).
- 15.5. For INDIVIDUAL TESTING in organised pool TESTING, PARTICIPANTS carry out the test at the TEST COMPANY under supervision of the pool manager where this is permitted by the canton. Individual tests for confirmatory diagnosis following random pool TESTING must be carried out by

PARTICIPANTS under supervision at the officially designated test sites. For INDIVIDUAL TESTING at a TEST COMPANY, section 15.2 applies accordingly.

- 15.6. The TEST COMPANY acknowledges that the ordering of stock on the ONLINE PLATFORM is limited to the number of employees or participants, and if limited materials are available, the ONLINE PLATFORM can restrict the stock that is made available on a weekly basis. The TEST COMPANY only draws the actual number of GOODS and services required for the execution of the TESTING in accordance with the COVID-19 ORDINANCE 3 via the ONLINE PLATFORM. If the costs are reimbursed in accordance with the COVID-19 ORDINANCE, the AUTHORITIES are entitled to reclaim the cost for the delivery of excess goods or services from the TEST COMPANY. HIRSLANDEN and the PARTNER COMPANIES are not responsible for ensuring that TEST COMPANIES only draw the actual number of services required and do not accept any liability in this regard.
- 15.7. The TEST COMPANY is also obliged to meet its obligations under data protection legislation in compliance with the GTC (in particular sections 16.2 and 16.4) and the statutory provisions.

16. Data protection

- 16.1. HIRSLANDEN, PARTNER COMPANIES (including LABORATORIES), TEST COMPANIES and all third parties involved in contract performance (such as healthcare professionals, hosting providers and other third parties) collect, store, process and use the required personal data (including health data) of TEST COMPANIES and PARTICIPANTS in accordance with the provisions on data protection for the sole purpose of fulfilling the contractual relationships pertaining to TESTING.
- 16.2. In terms of data protection law, the LABORATORY and the TEST COMPANY are separate responsible entities for carrying out the TESTS arranged via the ONLINE PLATFORM. HIRSLANDEN is responsible for the processing of personal data in relation to the ONLINE PLATFORM (in particular for the facilitation of contractual relationships between TEST COMPANIES, PARTICIPANTS and LABORATORY) as well as for the forwarding of personal data to the competent authorities to ensure COVID-19 tracing and compliance with the requirement of open controlling (see section 16.6). The TEST COMPANY bears sole responsibility for its handling of the test results after the TESTING has been carried by the TEST COMPANY. HIRSLANDEN, the LABORATORY and the TEST COMPANY are responsible for ensuring the security of personal data for their respective areas of responsibility by means of appropriate technical and organisational measures and are responsible for safeguarding the rights of affected persons. The TEST COMPANY undertakes to comprehensively inform the PARTICIPANTS about the processing of their personal data and the results of the POOL TESTING done in the context of TESTING in accordance with the applicable data protection legislation. Further information about data processing (including information about the exercise of your rights) in relation to the ONLINE PLATFORM is available in the [Data Protection Policy](#) on the HIRSLANDEN website.
- 16.3. The ONLINE PLATFORM provides PARTNER COMPANIES with the necessary interfaces required for organised pool TESTING and INDIVIDUAL TESTING. All data relating to TEST COMPANIES and PARTICIPANTS are encrypted before being sent to PARTNER COMPANIES. The ONLINE PLATFORM is operated on scalable platforms in certified computer centres in Switzerland. Results from POOL and INDIVIDUAL TESTS are not communicated via insecure channels such as text message or email. Only "invitations to collect information" about results or statistics are transmitted via insecure channels, which can only be viewed after a two-factor login.
- 16.4. The TEST COMPANY and the LABORATORY warrant that personal data that are disclosed to HIRSLANDEN, other PARTNER COMPANIES or persons in the context of using the ONLINE PLATFORM (including making these accessible) are collected and processed in compliance with the applicable data protection provisions.

- 16.5. The LABORATORY and the TEST COMPANY indemnify HIRSLANDEN for all expenses, damage or other costs (including appropriate legal costs) which HIRSLANDEN incurs from or in connection with claims by affected persons or measures applied by supervisory authorities that concern the processing of data in relation to TESTING pursuant to section 16.2.
- 16.6. TEST COMPANIES, PARTICIPANTS and PARTNER COMPANIES take note and agree that HIRSLANDEN has to meet various obligations to provide information and submit reports regarding TESTING (and the ONLINE PLATFORM) under its contracts with the AUTHORITIES. TEST COMPANIES, PARTICIPANTS and PARTNER COMPANIES also agree that HIRSLANDEN may apply open controlling to TESTING (and its ONLINE PLATFORM) (vis-à-vis the canton, federal government, etc.).
- 16.7. HIRSLANDEN, PARTNER COMPANIES and TEST COMPANIES are obliged to comply with the data protection provisions of the cantons and the Confederation.

17. Contract term and termination

- 17.1. All contracts regarding the carrying out of organised pool TESTING via the ONLINE PLATFORM in a canton are subject to the resolatory condition that the canton may revoke its commitment to cover the costs. As soon as a canton issues an instruction to revoke the commitment to cover the costs, all contracts in the above context in this specific canton are terminated with effect from the entry into force of the instruction.
- 17.2. The TEST COMPANY can terminate the contract by giving five (5) days' notice. The notice of termination can be submitted via the ONLINE PLATFORM or sent to HIRSLANDEN by registered letter.

The right to terminate the contract without notice for good cause remains unaffected. HIRSLANDEN is in particular authorised to temporarily block the TEST COMPANY's account if the canton is in arrears with the payment of costs for organised pool TESTING provided to the TEST COMPANY, if the TEST COMPANY transfers the user account, makes the access data available to third parties without the prior consent of HIRSLANDEN, or breaches any other obligations under the contract. The TEST COMPANY has the right of extraordinary termination of the contract if any material amendments are made to the GTC.

18. Cost

The costs for POOL TESTING and INDIVIDUAL TESTING are paid by the canton or statutory health insurance, or by the federal government in accordance with the COVID-19 ORDINANCE 3 (in the version valid at the time). The commitment to cover the costs by the canton is provided by approving the TEST COMPANY on the ONLINE PLATFORM ("test approval"). HIRSLANDEN collects payment for TESTING on behalf of the LABORATORIES. HIRSLANDEN generally does not charge any costs to the TEST COMPANY and PARTICIPANTS for TESTING. The exception is advisory and support services classified by HIRSLANDEN as subject to costs that are individually requested by the TEST COMPANY.

19. Communication

The AUTHORITIES are responsible for communication with the public. In this respect, the AUTHORITIES and HIRSLANDEN coordinate their communication with regard to the ONLINE PLATFORM and the TESTING. Each communication to the public by PARTNER COMPANIES or TEST COMPANIES concerning TESTING requires the explicit prior consent of HIRSLANDEN; this also applies to the use of branding.

20. Amendments to the GTC

- 20.1. HIRSLANDEN reserves the right to amend these GTC at any time. Amendments to these GTC will be notified to TEST COMPANIES and PARTNER COMPANIES in a suitable manner. Such amendments will be deemed to have been accepted if deliveries of goods or services are ordered or orders are executed via the ONLINE PLATFORM after the new GTC have entered into force.
- 20.2. HIRSLANDEN in particular but not only reserves the right to amend these GTC if the COVID-19 Ordinance 3 is amended.

21. Final provisions

- 21.1. Provisions that deviate from these GTC only become legally binding if they are accepted in writing by HIRSLANDEN, with reference to these GTC.
- 21.2. If individual provisions in these GTC are or should become invalid in full or in part, the validity of the remaining provisions will not be affected. This also applies to loopholes in contracts.
- 21.3. These GTC and all contractual relationships based thereon as well as further relationships between HIRSLANDEN, PARTNER COMPANIES, PARTICIPANTS and TEST COMPANIES are governed exclusively by Swiss law.
- 21.4. Zurich 8001 is the exclusive place of jurisdiction.