



General terms and conditions (GTC) for the web portal muc.airport-lab.com and the services offered there

These general terms and conditions apply to the use of the web portal muc.airport-lab.com, which is operated by MVZ Martinsried GmbH, Lochhamer Str. 29, 82152 Martinsried (entered in the Commercial Register of Munich District Court under registration number (HRB) 241161, VAT Identification No. DE320949669), and to the provision of services offered on this web portal.

1. Definitions

Provider: The previously named MVZ Martinsried GmbH.

Web portal: The provider's website at muc.airport-lab.com in the currently available form.

Customer: A person who wants to use or takes advantage of the services offered by the web portal.

Test center: The place where sampling for testing for SARS-CoV-2 is performed.

Laboratory: The previously named MVZ Martinsried GmbH.

Consumer: The customer is a consumer once the customer concludes a contract with the provider for services of the web shop as a natural person for purposes predominantly attributable to neither the commercial nor the independent professional activity of the customer (see § 13 German Civil Code).

2. Conclusion of a contract

To acquire the services offered by the provider on the web portal, the customer must first select the desired test option using the appointment planning tool. After selecting the appointment date, email verification takes place via the emailing of an automatically generated individual code. Following input of this code, the customer's personal details can be entered. Hereafter the data protection policy is agreed to. Personal data is taken from the web portal and identity documents (passport or



identity card), flight information (optional) and health information (signs of illness optional) are subsequently requested. Payment is via credit card payment using the online payment service Stripe. After accepting the provider's terms and conditions, the data protection policy and the declaration regarding the termination of the right of withdrawal, the customer submits a legally binding offer to conclude a contract for the respective service by clicking the button "*Make binding booking now*" (order with obligation to pay). The customer subsequently receives an automatic confirmation including appointment confirmation and an additional payment confirmation to the email address provided. An appointment reminder is sent to the email address provided 24 hours before the booked appointment time.

A contract between the customer and the provider only exists once the provider has sent the customer an order confirmation by email to the confirmed email address. In this email, or in a separate email, the customer will also be sent the contract text (consisting of the order data including the description of services, the general terms and conditions and the order confirmation). The contract text will be stored by the provider in accordance with the data protection regulations.

3. Services

2

The following services are available to purchase by customers using the provider's web shop:

a) Corona-Test Basic:

The "Corona-Test Basic" includes a throat swab taken by medical personal, testing the sample material taken for the detection of SARS-CoV-2 virus using PCR technology and the transmission of a medical report with the test result to the customer by email. Additionally, the customer has the possibility to view the test result online. The result is usually available within 3-6 hours after the throat swab is taken. (See also the web portal under "How long does it take to get a result"/Reporting times).

b) Corona-Test Express: (In planning: possible start October/November 2020)

The "Corona-Test Express" includes the services offered by the Corona-Test Basic, but the result is usually available within one hour after the sample is taken. (See also the web portal under "How long does it take to get a result"/Reporting times).



In order for a throat swab to be taken, the customer must be present at the chosen test center for the chosen appointment and present the order confirmation received (in print or digital form). A sample cannot be collected at any location other than the selected test center. It is not possible to send the test material.

Before the throat swab is taken, an identity check is carried out using the appropriate document named by the customer as the identity document during completion of the contract (customer's passport or identity card).

After the throat swab has been taken, the customer receives a QR code that enables the customer to independently query the results of the test for the detection of the SARS-CoV-2 virus. The customer can use the app "My COVID-19 Result" to see an anonymized result. After further authentication, a personalized result can be retrieved and saved (PDF).

A customer who arrives late for the booked appointment, has no right to the immediate execution of the sampling and no right to receive the test result within the usual time period after the originally booked appointment. In this case the provider will offer the customer the next possible available appointment. The predicted processing time then begins when the sample is taken during the next possible available appointment. If the next possible available appointment is after 18:00 (Monday to Sunday) and therefore in one of the last time slots before the test center closes, it is possible with the Corona-Test Basic that the test result will only be available or sent the next day. (See also the web portal under "How long does it take to get a result"/Reporting times).

The laboratory medical analysis of sample material for the detection of the SARS-CoV-2 virus is carried out by the provider's laboratory.

4. Payment

The prices quoted on the web portal are inclusive of the statutory value added tax. Payment is only possible by credit card.

The throat swab will only be collected and any necessary examinations will only be performed if the provider has been able to record receipt of payment from the customer in advance.



5. Transmission of results by email

The medical report on the test result can usually be sent to the customer within a period of 3-24 hours after the throat swab has been taken. However, delays are possible in individual cases, so that the transmission of results within this time frame cannot be guaranteed.

Prior to this, the customer can retrieve the test result independently from the app "My COVID-19 Result" (see point 3).

In the case of a positive test result, the responsible health authority will be informed about the test result in accordance to the legal requirements. The responsible health authority will contact the customer to initiate the necessary measures. The provider is not responsible for the measures taken by the health authority, thus the provider cannot influence these measures.

6. Liability

The provider applies high scientific standards when providing services and in particular to the PCR analysis of sample material from a throat swab.

Nevertheless, in rare, individual cases SARS-CoV-2 tests using the PCR technique can give a false positive or false negative test result. This can be due to a variety of causal errors in the preanalytic stage (e.g., the quality of the sample material, sampling techniques, contamination, temperature influences, different outer packaging) or due to failure of the analytical equipment for unknown and/or unforeseeable reasons.

PCR can only detect the SARS-CoV-2 virus in a throat swab if the virus has infected the pharyngeal mucosa and intracellular multiplication has occurred at a detectable level. According to current knowledge, this multiplication may only start several days after infection. If the test is performed at a very early stage of infection, a negative test result cannot explicitly exclude an infection. If infection is still suspected, further tests should be carried out to detect the SARS-CoV-2 virus and the guidelines of the German Federal Ministry of Health and other target countries should be observed, particularly with regard to the necessary quarantine measures



(see <https://www.bundesgesundheitsministerium.de/en/international-co-operation.html/>; <http://www.zusammengegencorona.de/en>, <https://www.auswaertiges-amt.de/en/einreiseundaufenthalt/coronavirus>, https://www.rki.de/EN/Home/homepage_node.html).

Customer claims for damages are excluded. This includes in particular damages (such as costs of rebooking flight, lost business transactions, etc.) due to delayed transmission of findings, incorrect test results or because the transmitted findings are not recognized by certain bodies, especially authorities, in Germany or in a certain country of destination. This exclusion of liability applies in favor of the provider and the laboratory and their respective legal representatives and agents.

Excluded from this are claims for damages by the customer arising from injury to life, body or health or from the violation of essential contractual obligations (i.e., obligations whose fulfillment is necessary to achieve the contractual objective), as well as liability for other damages resulting from an intentional or grossly negligent violation of obligations by the provider or the laboratory, their legal representatives or agents.

In the case of a simple negligent breach of essential contractual obligations, liability is limited to the contract-typical, foreseeable damage, unless the customer's claims for damages are based on injury to life, body or health.

If the provider cannot provide the service on the agreed date due to their own fault, the customer can choose whether the service should be provided on another date available on the web portal or whether the customer withdraws from the contract with reimbursement of payment. The customer shall inform the provider of his choice by email to the email address widerruf@medizinische-genetik.de. If a new PCR test is performed for the detection of the SARS-CoV-2 virus, the expected time period until receipt of the result is to be calculated again from the time of sampling the throat swab.



7. Withdrawal policy and sample withdrawal form

Consumers have with the conclusion of a remote sale contract a basic legal right of revocation, about which the provider subsequently informs in accordance with the legal template and makes a sample form for revocation available.

The customer requests and agrees expressly before conclusion of the contract that the service ordered will be started before the end of the withdrawal period. The customer is aware that the right of withdrawal expires upon complete fulfillment of the contract and that in the event that the services to be provided have not yet been fully provided at the time of withdrawal, the customer must pay an appropriate amount corresponding to the proportion of the service already provided up to the time the provider is informed about the decision to withdraw and in relation to the total scope of the services specified in the contract.



Cancellation policy

Right of withdrawal

You have the right to cancel from this contract within 14 days without giving reasons.

The cancellation period is 14 days from the day of contract completion.

To exercise your right of withdrawal, you must inform us (MVZ Martinsried GmbH, Lochhamer Str. 29, 82152 Martinsried, Telephone number: +49.89.895578-0, Fax number: +49.89.895578-780, E-mail address: widerruf@airport-lab.com) by means of clear statement (e.g., by post, fax or email) of your decision to revoke this contract. You may use the attached sample withdrawal form, but it is not mandatory.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse you for all payments we have received from you without delay and no later than fourteen days from the day on which we receive notification of your decision to withdraw from this contract. We will use the same means of payment for this refund that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will we charge you any fees for this refund.

If you have requested that the services should commence during the withdrawal period, you shall pay us an appropriate amount corresponding to the proportion of the services already provided by the time you notify us of your decision to withdraw with respect to this contract and compared to the total scope of the services specified in the contract.

**Sample withdrawal form**

(If you want to cancel the contract, please fill out this form and send it back to us.)

To: MVZ Martinsried GmbH, Lochhamer Str. 29, 82152 Martinsried, Fax number: +49.89.895578-780, E-mail address: widerruf@airport-lab.com:

I/we () hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*) / the provision of the following services (*)*

Ordered on ()/received on (*):*

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only for written communication):

Date:

() Delete as applicable*



8. Applicable law

For these terms and conditions and the contractual relationship between the provider and the customer, the law of the Federal Republic of Germany applies, to the exclusion of international uniform law (such as the United Nations Convention on Contracts for the International Sale of Goods (CISG)).

9. Court of jurisdiction

If the customer is a merchant, a legal entity under public law or a specialized agency under public law, the place of jurisdiction for all disputes between the customer and the provider is the provider's registered office.

If the customer does not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction in the first instance for all disputes arising directly or indirectly from the contractual relationship between the provider and the customer is the general place of jurisdiction of the provider.

10. Severability clause

The contract between customer and provider remains binding in its other parts even if individual points are legally ineffective. In place of the ineffective points, the legal regulations, insofar as available, shall apply. If this would constitute an unreasonable hardship for one of the contracting parties, the contract as a whole becomes invalid.