

# Terms and Conditions for the Provision of Covid-19 Testing Services

from 02. Aug. 2021

## 1. These terms

1.1. **What these terms cover.** These are the terms and conditions on which we supply Covid-19 testing services provided by Institut Virion d.o.o..

1.2. **Why you should read them.** Please read these terms carefully before you book your test with us. These terms tell you who we are, how we will provide the testing services, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

## 2. Information about us and how to contact us

2.1. **Who we are.** We are **Institut Virion d.o.o. (limited)** a company registered in Croatia for health care services in medical microbiology and parasitology. Our company registration number is **060396766** and our registered office is at Zamrće 12, 21214 Kaštel Gomilica, Croatia

2.2. **How to contact us.** You can contact us by telephoning our customer service team at +385 21 222334 or by writing to us at [institut@virion.hr](mailto:institut@virion.hr) or Institut Virion d.o.o., Zamrće 12, 21213 K. Gomilica, Croatia

2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your appointment booking.

2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. Our contract with you

3.1. **How we will accept your appointment.** Our acceptance of your appointment will take place when we or our booking service ([www.zoyya.com](http://www.zoyya.com)) email you to accept it, at which point a contract will come into existence between you and us.

3.2. **If we cannot accept your appointment.** If we are unable to accept your appointment, we will inform you of this and will not charge you for the appointment. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we are unable to provide test results by any deadline you have specified.

3.3. **We only provide testing services within the Croatia.** Our website is solely for the provision of testing services within the Croatia. Unfortunately, we do not accept orders from addresses outside the Croatia.

3.4. **We only provide testing services to adults or appropriately accompanied children.** We are not able to offer appointments to anyone under the age of 16 unless for children aged 12-15 the registration process is completed by their legal guardian, written consent is provided, and a responsible adult attends the appointment. For children aged 11 years old and under the registration process must be completed by their legal guardian, written consent must be provided, and the legal guardian must attend the appointment.

3.5. **Testing Services are subject to availability.** The testing service we provide is subject to laboratory capacity, specially trained staff and stock availability.

## 4. Your rights to make changes

If you wish to make a change to the appointment please contact us as soon as possible and in any event at least 12 hours prior to the appointment. We will let you know if the change is possible. If it is possible we will let you know of any alternative dates and times and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7 (**Your rights to end the contract**)).

## 5. Our rights to make changes

5.1. **Minor changes to the testing services.** We may change the testing services:

5.1.1. to reflect changes in relevant laws and regulatory requirements; and

5.1.2. to implement minor technical adjustments and improvements.

These changes should not affect the validity of your test results.

5.2. **More significant changes to the testing services.** In addition, we may make more substantial changes to the

testing services (including, for example, a change to the nature of the test being provided), but if we do so we will notify you and you may then contact us to cancel the appointment and receive a refund.

6. Providing the testing services

**6.1. Appointment.** We will provide the testing services on the scheduled appointment date. Despite the precise appointment times your waiting time can be up to 30 minutes.

**6.2. Choosing the right testing service.** We provide a number of different forms of testing (PCR/RT-PCR, Antibody, Antigen, IgM/IgG). Please note you are solely responsible for determining that the test you are taking is suitable for your particular requirements, including whether any particular test satisfies the standards you are seeking to meet (whether for entry into any particular international destination, or shortening quarantine in the Croatia). We cannot officially consult you on the travel regulations, but we can recommend you the sources which are regular updated: <https://www.iatatravelcentre.com/international-travel-document-news.htm>

**6.3. Timescales and Test Results.** Any timescales that we provide for delivering test results are estimate only, are not guaranteed and we do not accept any liability for any costs you may incur as a result of:

6.3.1. a delayed test result;

6.3.2. an inconclusive test result

6.3.3. a false positive/negative result; or

6.3.4. tests/results being damaged or lost.

A positive result indicates that the test has detected the presence of Covid-19 virus. A negative result means that the test has not detected evidence of the Covid-19 virus. Testing is a biological process involving significant complexity and variability, and consequently no testing regime for Covid-19 is 100% accurate in all cases. A negative result does not guarantee that the test subject is free of the Covid-19 virus, nor does a positive result guarantee that the test subject has active, infectious Covid-19. All testing is conducted on this basis.

**6.4. The test results are not a clinical diagnosis.** Test results and any comments given by us on the results are for information only. They are not a clinical diagnosis. They are not a replacement for a full and proper medical investigation and/or a doctor's advice. Our comments are based solely on the results in relation to what are considered normal ranges in the general population. If you have any concerns at all regarding any aspect of your health or your test results you should discuss them directly with your GP or a doctor. Based on the results of your test(s) we may advise that you purchase a follow-up test or that you see your GP for further investigation or both. You agree that you are solely responsible for acting on such guidance, we accept no liability if you choose not to do so.

**6.5. We are not responsible for delays outside our control.** If our supply of the testing services or provision of results is delayed by an event outside our control (for example, a delay in obtaining the results from any testing laboratory) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any testing service that you have paid for but not received.

**6.6. If you do not attend your scheduled appointment.** If you do not attend our premises to allow us to carry out the test as arranged (and you do not have a good reason for this) we may charge you for the cost of the missed appointment and any other costs incurred by us as a result. If you do not reschedule your appointment we may end the contract and clause 9.2 will apply.

**6.7. Your legal rights if we deliver test results late (save where such delay is outside of our control).** You have legal rights if we deliver the test results late and it is not as a result of an event outside of our control. If we miss the delivery deadline for any test results then you may treat the contract as at an end straight away if any of the following apply:

6.7.1. we have refused to deliver the test results;

6.7.2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

6.7.3. you told us before we accepted your appointment that delivery of test results within the delivery deadline was essential (for example, where the test results are required in order for you to travel abroad).

**6.8. What will happen if you do not give required information to us.** We may need certain information from you so that we can provide the testing services, for example, details of your symptoms and vaccination status. If so, this will have been stated when you booked your appointment. We will contact you with your appointment confirmation to ask for this information or you will be asked the information just before being tested. If you do not give us this information prior to your, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to commensurate us for any extra services that are required as a result. We will not be responsible for supplying the test results late or not supplying the test results if this is caused by you not giving us the information we need prior to your appointment.

## 7. Your rights to end the contract

**7.1. You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

**7.1.1. If we do not provide the testing service properly you may have a legal right to end the contract** (or to get the service re-performed or to get some or all of your money back) (see clause 10);

**7.1.2. If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;

**7.1.3. If you have just changed your mind about the test,** (see clause 7.3). You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

**7.2. Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at clause 7.2.1 to clause 7.2.4 below the contract will end immediately and we will refund you in full for any testing services which have not been provided and you may also be entitled to compensation. The reasons are:

7.2.1. we have told you about an upcoming change to the testing services or these terms which you do not agree to (see clause 5.2);

7.2.2. there is a risk that supply of the test results may be significantly delayed because of events outside our control;

7.2.3. we have suspended supply of the testing services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or

7.2.4. you have a legal right to end the contract because of something we have done wrong (including because we have delivered the test results late (see clause 6.7)).

**7.3. Exercising your right to change your mind (EU Consumer Right Directive 2013).** For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**7.4. When you don't have the right to change your mind.** You do not have a right to change your mind in respect of the testing services, once you have attended your appointment and we have taken the requisite samples, even if the cancellation period is still running.

### 7.5. How long do I have to change my mind?

You have 14 days after the day we email you to confirm your appointment up to 24 hours in advance of your scheduled appointment. However, once you have attended your appointment you cannot change your mind, even if the period is still running. If you cancel within 24 hours of your scheduled appointment you must pay us for the testing services and any other losses we incur as a result of you failing to attend your appointment.

## 8. How to cancel an appointment

**8.1. Tell us you want to cancel an appointment.** To cancel an appointment with us, please let us know by doing one of the following:

**8.1.1. Phone or email.** Call customer services on +385 21 222334 or email us at [institut@virion.hr](mailto:institut@virion.hr). Zoyya made appointment you can cancel without particular reason directly from your Zoyya account. Please provide your name, home address, details of the appointment and, where available, your phone number and email address.

**8.2. How we will refund you.** Provided you notify us more than 24 hours in advance of the scheduled appointment, we will refund you the price you paid for the testing service, by the method you used for payment. If you notify us within 24 hours of the scheduled appointment or do not notify us at all, we reserve the right to charge you for the missed appointment and will not refund you any amounts that you have paid.

**8.3. When your refund will be made.** We will make any refunds due to you as soon as possible and in any event within 14 days of the scheduled appointment.

## 9. Our rights to cancel an appointment

**9.1. We may cancel a scheduled appointment.** We may cancel a scheduled appointment at any time by writing to you if:

9.1.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or

9.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the testing services, for example, details of any allergies.

9.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 you will be liable to pay for the cost of the scheduled appointment.

9.3. **We may withdraw the testing services.** We may write to you to let you know that we are going to stop providing testing services. We will let you know at least 14 days in advance of our stopping the supply of the testing services and will refund any sums you have paid in advance for tests which will not be carried out.

10. If there is a problem with the testing services

10.1. **How to tell us about problems.** If you have any questions or complaints about the testing services, please contact us. You can telephone our customer service team at +385 21 222334 or write to us at [institut@virion.hr](mailto:institut@virion.hr) or Zamrće 12, 21214 Kaštel Gomilica, Croatia. Alternatively, please speak to one of our staff when you attend your scheduled appointment.

10.2. **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the testing services. Nothing in these terms will affect your legal rights.

**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the ECAS website <https://ecas.org/focus-areas/eu-rights/eu-rights-clinic/>

or call +32 (0) 2 548 04 90.

The Consumer Rights Act 2015 provides that you can ask us to repeat a testing service if it's not carried out with reasonable care and skill.

<https://fra.europa.eu/en/law-reference/consumer-rights-act-2015>

11. Price and payment

11.1. **Where to find the price for the testing services.** The price of the testing services (without VAT) will vary depending upon the nature of the test that you request (PCR/RT-PCR, Antibody, Roche Antigen, IgM/IgG) and will be the price indicated when you book your Zoyya-based appointment. We take all reasonable care to ensure that the price of the test advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the testing services you order.

11.2. **VAT (Croatian: PDV) regulation.** According to Croatian VAT (PDV) law, the VAT (PDV) does not apply on the medical services.

11.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the testing services may be incorrectly priced. We will normally check prices before accepting your order so that, where the services' correct price at the date that you book your appointment is less than our stated price at date on which you book the appointment, we will charge the lower amount. If the correct price at the date that of your appointment is higher than the price stated to you, we will contact you for your instructions before proceed with the testing services.

11.4. **When you must pay and how you must pay.** We accept payment with Visa, Mastercard and American Express via our Stripe online terminal. You must pay for the testing services in full on the day of testing, the advanced payments are not advised. If you do not pay when due or cancel any payment that is made, we will not be obliged to provide the testing services until payment is made in full.

12. Our responsibility for loss or damage suffered by you

12.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you advised us that the testing services were required in order for you to be able to travel overseas on a specified date.

12.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services we supplied.

12.3. **We are not liable for business losses.** We only supply the testing services for private use. If you use the testing services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4. **We are not liable for any indirect or consequential losses.** To the extent permitted by law, we, other members of our group of companies and all third parties connected to us hereby expressly exclude:

12.4.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

12.4.2. Any liability for any direct, indirect or consequential (meaning circumstances which were not within our reasonable knowledge when you booked the test) loss or damage incurred in any circumstances including but not limited to:

12.4.2.1.any issues experienced in relation to booking a test;

12.4.2.2.non-availability of the testing services for any reason including but not limited to technology issues, the laboratory being unable to test your sample for any reason;

12.4.2.3.test results not being made available to you within the stated turnaround time;

12.4.2.4.tests or results being damaged or lost;

12.4.2.5.inaccurate test results;

12.4.2.6.you missing your flight or incurring any other loss as a result of any delay to our services;

12.4.2.7.adverse or an inconclusive test result being returned;

12.4.2.8.your failure to follow instructions provided to you in relation to sample collection or pre-sample preparation requirements, such as fasting;

12.4.2.9.your failure to act upon our advice if we recommend that you seek medical advice or attention having taken a test;

12.4.2.10.your failure to attend your scheduled appointment; or

12.4.2.11.any other loss or damage that is not foreseeable.

12.5. **Our total liability to you.** Our total liability to you resulting from any scheduled appointment is limited to the total value that you paid to us in respect of such scheduled appointment.

### 13. How we may use your personal information

**13.1 How we may use your personal information.** We will use your personal information as set out in our privacy policy. Further, we or our partner laboratory may be legally required to share certain information with the Institute of Public Health Croatia, or other governmental organisations, in relation to your test, including:

13.1.1 personal information (e.g. name and date of birth);

13.1.2 the result, whether negative or positive; and

13.1.3 confirmation that the sample is one that the laboratory has tested for us.

This information may be used as part of any test and trace service being operated by the government in your jurisdiction

### 14. Other important terms

14.1. **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.3. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining

clauses will remain in full force and effect.

**14.4. Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you do not make a payment when due and we do not chase you but we continue to provide the testing services, we can still require you to make the payment at a later date.

**14.5. Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by EU and Croatian law and you can bring legal proceedings in respect of the testing services in the Croatian courts.

**14.6. Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Croatian Medical Chamber via their website at [www.hlk.hr](http://www.hlk.hr)