

1. Terms and conditions of Salutlabs S.L.

1.1. **What these terms cover:** These are the terms and conditions on which we supply testing services and clinical testing services to you.

1.2. **Why you should read them.** Please read these terms carefully before you submit your booking with us. These terms tell you who we are, how we will provide services to you, 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, please contact us to discuss.

2. Information about us and how to contact us

2.1. **Who we are.** We are **Salutlabs S.L.** a company registered in Ibiza, Spain. Our company registration number is NIF B42842757 and our registered office is at Venda de Santa Maria 12, 07814, Ibiza Spain.

2.2. **How to contact us.** You can contact us by telephoning our customer service team at 0034 624824772 or by writing to us at info@salutlabs.com.

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 order.

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 booking

3.1.1. **Booking for testing kits placed online or by telephone.** Our acceptance of your booking will take place when we email you or send you a text message to accept it, at which point a contract will come into existence between you and us.

3.1.2. **Booking for clinic appointments or the everywhere service placed online or by telephone.** Once an appointment has been made for you at a time, date and location that you have indicated is convenient for you, we will send you an email or text message to confirm. Our acceptance of your order will take place when we send you this confirmation and we have received the full payment, at which point a contract will come into existence between you and us.

Please note that if you have placed bookings for more than one service (PCR and Antigen), they will each be confirmed one email or text message and so any confirmation that you receive will only relate to the services specifically referred to in that message.

3.2. **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this and will not charge you for the services. This might be because testing kits

are out of stock, because of limits in the capacity of the laboratories that carry out analysis, or because we have identified an error in the price or description of the product.

3.3. Geographical restrictions. Our website is intended solely for the promotion of our products in the Ibiza and Formentera in Spain. We do not have to accept orders for addresses outside Ibiza and Formentera.

4. Your right to make changes

4.1. If you wish to make a change to the services you have booked please contact us. We will let you know whether the change is possible. If it is possible we will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of your requested change 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 9 - Your rights to end the contract). Our policy on changes to appointments is set out in clause 6.

5. Delivering testing kits to your Hotel, Villa or Yacht, and the return of samples to our laboratory

5.1. **Delivery costs.** The cost of delivering testing kits to you will be included in the price displayed on our website or quoted to you on the telephone. We will use our own drivers first class service. Our drivers will do their very best to visit you in your hotel room, villa or yacht. Please make sure the address is correct and when required add additional instructions in the comment.

5.2. **Costs of returning samples.** After the arrival of our driver at your location, the test will take about 10 minutes per person. The driver will collect the samples and bring them to our laboratory, this is included in the price.

5.3. **We will send the driver at the date and time of your booking.** Our driver service will do their ultimate best to ensure on time testing.

5.4. Time of delivery of testing kits and return of samples:

5.4.1. The time taken for:

5.4.1.1. the delivery to you of home testing kits; and

5.4.1.2. the return of samples to the testing laboratory (whether you had a test at our clinic or through the everywhere service), may be affected by factors beyond our control. We are not responsible for any delay in transportation of your home testing kit or sample, which includes but is not limited any delay whilst the testing kit or samples are being transported by our drivers or other carrier (even if a tracked or other guaranteed delivery service has been used). You must allow extra time for deliveries to and from Formentera to Ibiza. See also clause 8.2.

5.5. If you are not at home when the driver arrives for testing. If no one is available at the confirmed location to take the test(s) you will be solely responsible for the costs made and have no rights on return of the funds.

6. Rearranging a booking for a test at a clinic or as part of the everywhere service.

6.1. If we need to change a booking time. We will use our reasonable endeavours to collect samples from you at the time, date and location you provided. In the unlikely event that we need to re-arrange the booking with you, we will give you as much notice as we are reasonably able in the circumstances. You will be offered alternative times and/or locations for the collection of samples, but if a mutually convenient booking cannot be made, you may end the contract between us, and we will refund the amount that you have paid for the services in question.

6.2. If you want to change a booking time. If you want to change the time, date or place of a booking, please try to give us as much advance notice as you can in the circumstances. If you give us more than 48 hours' notice before the time agreed for your test, then we will rearrange your booking without charge. If you give us 48 hours' notice or less before the time agreed for your test (or fail to attend a booking without giving notice at all), then we reserve the right to charge you an administration fee of 50 euro per test.

7. Provision of testing services

7.1. Provision of information. When you place your booking, we may ask you for information relevant to the incubation period of the conditions for which you want to be tested. It is your responsibility to ensure that you provide the correct information. If you do not provide the correct information, this could mean that the result of the test is not accurate. If you do not provide us with the correct information, then:

7.1.1. if you subsequently change your mind about having the test, please see clauses 9.3 to 9.6 about your right to do so;

7.1.2. if you attend a clinic appointment, but the clinic refuses to perform the test because of your failure to provide accurate information, you will be charged 120 EUR and we will not have any further obligation to provide you with a repeat test or appointment. This will also be the case in the event the person that is scheduled for testing is intoxicated with alcohol drugs or other things of this nature that influences the test outcome.

7.2. Medical emergency. If you book an appointment for a test at a clinic or through the everywhere service, and you suffer a medical emergency such as fainting, then we could call the emergency services and, if we do so, we would need to disclose to them such details as they request about the circumstances. By booking the test you consent to such disclosure.

7.4. Withdrawing consent. If you want to withdraw any of the consents set out in clauses 7.1 or 7.3, please see clauses 9.3 to 9.6 which set out your right to change your mind about

the services, or clause 9.7 which would apply if you wanted to end the contract between us but do not have that right.

7.5. Right to refuse to process. We reserve the right to refuse to process a test sample.

8. Provision of test results

8.1. We are not responsible for delays outside our control. If the provision of test results is delayed by an event outside our control then we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for any cost, expense or other loss or damage that you might suffer as a result of any delay 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 services you have paid for but not received.

8.2. Dates given are estimates only. Subject to clause 8.3, any dates given on our website, over the telephone, or in the order confirmation, are only an estimate of when your testing kit will arrive or when your test results could be received. Provided that we comply with our obligations under clause 8.1, we will not be liable for any cost, expense or other loss or damage that you might suffer as a result of delay.

8.3. Covid 19 Priority Service. Where you have paid for the PCR test at home 24H service, if you do not receive your results within 24 hours of your sample having arrived at our laboratory, then we will refund you the price that you have paid for that service. Where you do not receive your results within that 24 hour timescale due to reasons outside of our control, and we comply with our obligations under clause 8.1, we will not be liable for any cost, expense or other loss or damage that you might suffer as a result of delay.

8.4. Accuracy of test results depends on proper use of PCR testing service that Salutlabs performs. You accept that it is your responsibility to comply with all instructions given. If you fail to follow the instructions as to how to use the kit, the test result might not be accurate. You must also provide a sufficient sample for testing in line with the instructions provided. If you fail to provide a sufficient sample, we are not obliged to provide another test, and if you wanted to repeat the test you would have to purchase a new testing moment on our website.

8.5. We may suspend supply if you do not pay. If you do not pay us for the services when you are supposed to (see clause 12.4) we reserve the right to suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services.

9. Your rights to end the contract

9.1. You can end your contract with us. Your rights when you end the contract will depend on matters such as what you have bought, whether there is anything wrong with what we supply to you, and when you decide to end the contract:

9.1.1. If we want to change an appointment and it is not possible to arrange a mutually convenient time. See clause 6.1.

9.1.2. If we supply something that is faulty, or something has been misdescribed you may have a legal right to end the contract. See clause 11.2;

9.1.3. If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;

9.1.4. If you have just changed your mind about the product, see clause 9.3 to 9.6. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

9.1.5. In all other cases (if we are not at fault and there is no right to change your mind), see clause 9.7.

9.2. 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 9.2.1 to 9.2.4 below, the contract will end immediately and we will refund you in full for any services which have not been provided. In some circumstances you may also be entitled to compensation. The reasons are:

9.2.1. we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;

9.2.2. there is a risk that supply of the services may be significantly delayed because of events outside our control;

9.2.3. we have suspended supply of the 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 one month; or

9.2.4. you have a legal right to end the contract because of something we have done wrong.

9.3. Exercising your right to change your mind. For most goods and services bought online you have a legal right to change your mind within 14 days and receive a refund, as we provide a medical service you will not have these rights by Spanish law (see EC Consumer Rights directive 13th June 2014).

9.4. Your right to change your mind: testing service. Where you order a testing service from us we will not refund the following if you change your mind, if we have already prepared or dispatched the testing kit,

9.4.1. Covid-19 testing kits, the sum of 135 EUR. This is because parts of the testing kits are personalised to you.

9.5. Your right to change your mind: testing services. You do not have the right to change your mind and receive a refund in respect of services that have been completed, even if the cancellation period is still running.

9.6. If you have ordered testing services online (for example, you have booked a test in a clinic, or using our everywhere service), you have the right to cancel 14 days before the scheduled service date, which is visible and chosen by you during the process of booking our service.

9.7. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for testing services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault, contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services (and, if applicable, testing kits) not provided **but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.** This could include the cost of any testing service supplied, the cost of any appointment that you may have made or attended at a clinic or as part of a everywhere service, and/or the cost of analysis of your samples.

10. How to end the contract with us (including if you have changed your mind)

10.1. Inform us that you want to end the contract. To end the contract with us, please let us know by doing one of the following:

10.1.1. Phone or email. Call customer services on 0034644824772 or email us at info@salutlabs.com Please provide your name, home address, details of the order and, where available, your phone number and email address.

10.1.2. Online. Complete the contact form on our website,

10.2. How we will refund you. Where we pay a refund, we will do so by the method you used for payment. However, we may make deductions from the price, as described below.

10.3. Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

10.4.1. We may make a deduction in respect of testing kits as set out in clause 9.4.

10.4.2. We reserve the right to deduct from any refund an amount for the supply of services up to the time when you told us you had changed your mind. [The deduction will reflect the proportion of the services that we had performed. Where you had made an appointment for a test at a clinic or through the everywhere service, if you tell us that you have changed your mind more than 48 hours' before the time agreed for your test, then we may deduct 50 EUR for the services that we have provided in arranging the appointment. If you give us 48 hours' notice or less before the time agreed for your test, then we may deduct [the full fee] in respect of costs incurred in arranging the appointment.]

10.5. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

10.5.1. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

11. If there is a problem

11.1. How to tell us about problems. If you have any questions or complaints about the services we provide, please contact us. You can telephone our customer service team at 0034644824772 or write to us at info@salutlabs.com.

11.2. Your legal rights. We are under a legal duty to supply products that are in conformity with this contract.

12. Price and payment

12.1. Where to find the price for the product:

12.1.1. Bookings placed online. The price of the product (which includes any applicable VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.2 for what happens if we discover an error in the price of the product you order;

12.1.2. Bookings placed by telephone. We will tell you the price during the telephone call and instruct you to follow our online booking process where the payment can be made.

12.2. What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced on our website. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.3. VAT. VAT is not charged on supply of testing kits and testing services but may be charged on other goods and services that we provide.

12.4. When you must pay and how you must pay. All services must be paid for by debit or credit card. We accept payment with Visa, Maestro, IDEAL, BANCONTACT, Mastercard, Visa Electron, AMEX, . We may take payment at any time after sending you the email to confirm your order has been accepted.

13. Our responsibility for loss or damage suffered by you

13.1. 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. 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 discussed it with us during the sales process.

13.2. We are not liable for business losses. Services are provided to you in your personal capacity and not in connection with business or commercial purposes. If you use the services in relation to any business or commercial purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.3. Testing accuracy. We cannot guarantee that test results will be 100% accurate. They can return a "false negative" result (ie they incorrectly indicate that you do not have a condition) or a "false positive" result (ie they incorrectly indicate that you do have a condition). You therefore rely on the test results at your own risk. As long as we use reasonable skill and care in providing the services, we cannot be responsible for any loss, damage, cost or harm that you or anyone else may suffer as a result of an inaccurate test result.

13.4. Important information. You confirm that you have read the information provided on our website, and if making a booking by telephone, that you have discussed with the booking advisor all details relevant to the choice of tests you are requesting, and accurately provided all information that they asked for.

14. How we may use your personal information

14.1. How we may use your personal information. We will only use your personal information as set out in our privacy policy on salutlabs.com website.

[All test data including, but not limited to age, gender, location, tests and the results of the test remains our property.]

14.2. The clinical laboratory that Salutlabs S.L. works with is obligated to report positive corona results to the designated government bodies. By booking our services you will give us full consent and the right to transfer your personal information to our doctors, laboratories and government bodies. Salutlabs S.L. cannot be held responsible in any way after agreement on our terms and booking one of our services.

15. Other important terms

15.1. 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.

15.2. Subcontractors. We may subcontract to a third party performance of all or any part of the services that we have agreed to provide to you. This might include, but is not limited to, the clinics at which you arrange an appointment to have a test, and the laboratories that carry out analysis of the samples that you provide. You agree to us subcontracting the provision of all or part of the services in this way.

15.3. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5. 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.

15.6. Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by Spanish law and you can bring legal proceedings in respect of the products in the Ibizian courts.