

## **Coronafocus Test and LFD Test Terms**

### **1. Terms of Sale**

1.1 These Terms explain how you can order a Test from us and how we will carry out the Test and send you your Test Results. Please read these Terms carefully before you submit an order for a Test. **Please note in particular clause 4 which explains that you have no right to cancel your order for a Test.**

1.2 We use certain words and phrases in these Terms, and we set out below what they mean:

**Coronafocus Test:** the extraction of coronavirus RNA and real-time polymerase chain reaction analysis of the RNA to detect active infection of COVID-19 and next generation sequencing to identify the SARS-CoV-2 variant.

**Coronafocus Test Kit:** the package sent by Oncologica to the Customer by post/courier to include a sterile swab; a tube with a label showing your unique barcode and containing coronavirus inactivation medium; User Instructions; and return stamped addressed envelope and UN3373 packaging plus for day 2, day 5 and day 8 Test to Release a unique passenger locator code number made available to you on confirmation of your order.

**Test Dashboard:** the Oncologica online platform activated by you with a username and password sent to you via email by Oncologica.

**Fee:** the fee due for the Test.

**LFD Test:** the Lateral Flow device test.

**LFD Test Kit:** the package sent by Oncologica to the Customer by post/courier to include a packaged self-sample swab; a packaged SARS-CoV-2 antigen test cassette; extraction liquid buffer tube and dropper tip; sealable waste bag; kit box with pop out section which converts into a buffer tube holder; User Instructions;

**Sample:** the single swab of the throat and/or nose for the Test.

**Test:** either the Coronafocus Test or LFD Test.

**Test Result:** the result produced by the Coronafocus Test which will be either positive, negative, or inconclusive or the result produced by the LFD Test which will be positive or negative or void.

**User Instructions:** guidance on how to collect the Sample, guidance on how to perform the Coronafocus Test and activate the Test Dashboard or guidance on how to perform the LFD Test, to upload the LFD Test photo and access Test Results and a medical certificate.

**We/Us:** Oncologica UK Limited of Suite 2, The Newnham Building, Chesterford Research Park, Chesterford, Cambridge, CB10 1XL.

**Working Day:** any day other than a Saturday, Sunday, or public holiday in England.

**You:** the person who orders a Test.

## **2. Consent**

2.1 You agree that you have read, understood, and agreed to these Terms. If you are buying the Test for any other person, you shall ensure that they also read, understood, and agreed to these Terms, in particular this clause 2.

2.2 You understand that the Test is to be used for screening purposes only as a convenient and confidential way of getting tested quickly for COVID-19 infection and detection and identification of the SARS-CoV-2 variant. The Test Results are not intended to replace medical advice, nor should they be used as a full diagnosis, or to prescribe medication without consulting an appropriate medical professional.

2.3 You agree that if you have a positive Test Result, your personal details, which may include your name, date of birth, gender, home address, telephone number, NHS number, occupation, place of work, ethnicity, and the fact that you have tested positive for COVID-19, being communicated as a notifiable disease to the local health protection team. We have an obligation to do so as we are the designated laboratory performing the Test pursuant to the Health Protection (Notification) Regulations 2010. You understand that we will be unable to erase your Test Results, which are required as evidence of clinical practice.

2.4 In addition to the provisions of clause 2.3 above, you understand and agree that your personal data is processed in accordance with our Privacy Policy, available at [www.oncologica.com/cookie-law-privacy-policy/](http://www.oncologica.com/cookie-law-privacy-policy/). Copies are also available on request.

2.5 You fully consent to Oncologica using the Test Results on a completely anonymised basis for the purpose of research, analysis, internal quality control and as evidence of clinical practice.

## **3. Ordering the Test**

3.1 These Terms govern the provision of the Test to the exclusion of all other terms and conditions, including terms implied by law, custom or practice to the maximum extent permitted by law. If you wish to order the Test you must agree to these Terms and make payment of the Fee due. Currently no VAT is due for the Tests. If there is a change in the law and you are required to pay any VAT, we shall add VAT to the Fee due.

3.2 You must be at least 18 years old to order a Test. If you wish to order the Test for use by a person under the age of 18 years old, then a parent or guardian of the person under the age 18 years old must complete the order form and agree to these Terms.

3.3 Submission of your online order and payment will be acknowledged via email to you with a payment receipt, order number and Test Dashboard registration instructions.

3.4 You must not resell the Test.

#### 4. **Cancellation**

4.1 **You have no right to cancel your order for a Test** under consumer legislation or otherwise as the Tests fall within one or more of the following exemptions from any right to cancel:

- (a) The Test is a product supplied by a health care professional;
- (b) The Test cannot be returned due to health protection or hygiene reasons once unsealed;
- (c) Each Test is personalised: the Coronafocus Test Kit is identified by a unique barcode (and each day 2, day 5 and day 8 Coronafocus Test Kits is further allocated on ordering with a unique passenger locator code number due to government requirements for passenger locator forms); and each LFD Kit is identified by a QR Code (and each day 2 LFD Kits is further allocated on ordering with a unique passenger locator code number due to government requirements for passenger locator form); and/or
- (d) Depending on the expiry date of the Test, they may deteriorate or expire rapidly.

4.2 We may cancel an order for the Test and refund you the Fee paid if we have insufficient stock, or we do not deliver to the delivery address you have provided to us.

4.3 These options are discretionary, and we reserve the right to refuse requests and to fulfil your order per the information provider when purchasing.

#### 5. **Delivery of the Test**

5.1 We are required to comply with the UK Government rules on dispatch of the Test. In particular, the earliest we can dispatch the day 2 Coronafocus Test Kit is the day you arrive in the UK. This is day zero. If you have purchased a day 2 and day 8 Coronafocus Test Kit bundle, these will be dispatched together. If you have purchased a day 5 Coronafocus Test Kit, this will be dispatched on day 4 to arrive on day 5.

5.2 **We will have no liability to you or anyone else if you receive the Coronafocus Test Kit after the date you expect and/or require, including for the avoidance of doubt, any liability to refund you for the Fee paid.**

5.3 All orders are dispatched in line with government rules. Orders placed before 12pm Monday to Friday, where possible, are dispatched same day for next day delivery via DPD. If we are unable to ship to your address via DPD then we will dispatch using Royal Mail or another courier service. The Tests are dispatched the same day for next Working Day delivery. Any orders placed after 12pm GMT Friday will be dispatched on the following day. If you are ordering before 11am GMT on a Saturday, the Test will be dispatched the same day, where possible, for Sunday delivery. Orders placed after 11am GMT on Saturday will be dispatched the following Monday. Orders are not dispatched on Sundays or on Bank Holidays.

5.4 If the Test is incomplete or damaged on delivery, please contact us as soon as possible and we will either send you a replacement or refund the Fee paid as our sole obligation to you.

5.5 You may collect the Test in person from our laboratory at Suite 2, The Newnham Building, Chesterford Research Park, Little Chesterford CB10 1XL during our opening hours. Orders must be collected within 4 weeks of the order date; unless you have emailed [helpdesk@oncologica.com](mailto:helpdesk@oncologica.com) and we have agreed a collection date beyond this 4-week period.

## 6. Taking the Sample

6.1 Make sure you read and understand the User Instructions and that you take the Sample as set out in the User Instructions. The individual who is identified on the order for each Test must be the individual who provides the Sample for that Test.

6.2 On the day that the Sample is taken, you must ensure you activate the Test in the Oncologica Test Dashboard. For the Coronafocus Test Kit input the date and time of the Sample was taken before you return the Sample to us.

## 7. Returning the Sample (Coronafocus Test only)

7.1 **It is your responsibility to return the Coronafocus Test Sample to the Oncologica laboratory.** Place the completed Sample and Coronafocus Test Kit in the packaging and small box provided and return the box to us. You can use Royal Mail, hand deliver your Coronafocus Test Kit to us or organise your own private courier to us at Suite 2, The Newnham Building, Chesterford Research Park, Little Chesterford CB10 1XL. You do not need to return the LDF Kit Sample.

7.2 If you use Royal Mail, post the pre-paid envelope in a specially selected Royal Mail priority post box which are located in every town or village. These are the normal Royal Mail postal boxes on the streets and will have a priority label on them. Visit <https://www.royalmail.com/services-near-you#/> or look on the Royal Mail app. **However, you acknowledge and agree that Royal Mail 24-hour delivery does not guarantee that the Coronafocus Test Kit will be delivered to Oncologica within 24 hours of you placing the Coronafocus Test Kit in the Royal Mail priority post box.**

7.3 Royal Mail has recommended that the Coronafocus Test Kit must be posted on the day you take the Sample and no later than one hour before the last collection time stated on the Royal Mail priority post box. The Coronafocus Test Kit should only be posted back in the Royal Mail priority post box Monday to Friday. Royal Mail recommend that you do not take or post the test on a Bank Holiday or on a weekend, instead take, and post the Coronafocus Test Kit on the following Working Day.

7.4 It is your responsibility to record and track the Sample when using Royal Mail. The Royal Mail 24-hour tracking number for each Coronafocus Test Kit is located on the 24- hour tracked label applied to the return envelope.

7.5 **We do not have any control over Royal Mail or any courier you engage to return the Sample. Accordingly, we will have no liability to you or any third party if we do not receive the Sample on the date you expect and/or require.**

## **8. Coronafocus Test Results**

8.1 We shall use reasonable endeavours to carry out the Coronafocus Test and report the Coronafocus Test Results in the Test Dashboard, within 12- 48 hours of the Sample being booked into the laboratory, but **we do not promise to do so, and time is not of the essence. Accordingly, we will have no liability to you or any third party if you do not receive the Test Results on the date you expect and/or require.**

## **9. LFD Test Results**

9.1 You must read and follow the User Instructions that are included in the LFD Kit. Visual LFD Test Results will be available within 15 - 30 minutes of use of the LFD Kit if the User Instructions have been followed.

9.2 You must follow the User Instructions. This includes taking a clear photo of the LFD Test Result within the specific 15 - 30 minute window indicated in the User Instructions and submitting the photo to the Test Dashboard as soon as possible and must be submitted within 8 hours of the photo been taken. Your Test Result will be provided within 2 hours of submission of the photo.

9.3 It is your responsibility to ensure that the photo of the Test Result is scanned clearly into the Test Dashboard with sufficient time to enable you to obtain the medical certificate.

## **10. Payment methods**

10.1 We use the third-party Stripe payment gateway provided by Stripe for its secure online payment transactions. Payment for orders placed through this site may be made by credit card processed online using the secure Stripe payment gateway subject to Stripe's own terms and conditions and privacy policy, links to which are provided from the Stripe checkout pages. For more information about Stripe, see the Stripe website (<http://www.stripe.com>).

10.2 By storing the credit card or debit card information on your 'Payment Method section' and subsequently using the "Stored Payment Method", you authorize Oncologica to charge your specified credit card or debit card via Stripe's payment gateway.

10.3 Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to Stripe, other than information that is required in order to process your order and deliver your purchased items to you (e.g., your name, email address and billing/postal address).

10.4 The amount(s) and date(s) of any payment(s) will be specified on the payment information screen shown during the payment process.

10.5 You agree not to use your Stored Payment Method for storing payment methods that do not belong to you.

10.6 You agree to be bound by any rules your financial institution requires for debit card or credit card transactions.

10.7 **We will have no liability, and accordingly no responsibility, for any losses of any kind that you may incur as a result of** any unsupervised purchase order made via your phone, PC, or other device even if this was due to the theft or loss of your device. It is your sole responsibility to ensure that you have adequate safeguards in place on your device or account to limit any possible risk.

## 11. **Disclaimer**

11.1 The procedure for the Coronafocus Test employs a validated methodology in accordance with the performance criteria set by Public Health England. The assay that we use to perform the Coronafocus Test is highly sensitive and specific, with no known cross-reactivity. However, false-negative, and false-positive results may occur due to, for example, improper Sample collection or degradation of the Sample, insufficient Sample collected, contaminated Sample, incorrect packaging of the Sample, laboratory assessment of Sample provided, laboratory process failure, or human error.

11.2 We will not refund all or part of the Fee if a Sample was not received by us or has not been taken in accordance with the User Instructions or has degraded for any reason including because of a delay in delivery or damage during delivery or the Sample has expired. If this happens, we will notify you accordingly, and you can purchase another Test.

11.3 If we are unable to analyse the Sample because of our own act or omission, we will notify you accordingly, and either send to you another Coronafocus Test or refund you the Fee paid.

11.4 A positive Test Result indicates a suspected COVID-19 infection, and in such circumstances, we recommend that you discuss with your healthcare provider the Test Result along with all other available clinical information, to determine the best treatment decisions or actions.

11.5 To the extent permitted by law, we are not liable for any use made by you of the information provided in the Test Result, any decisions taken, or for any costs incurred by you in consequence of such use.

11.6 The Test should be used as a convenient and confidential way of getting tested quickly for a COVID-19 infection. The Test Results are not intended to replace medical advice, nor should they be used as a full diagnosis, or to prescribe medication without consulting an appropriate medical professional.

11.7 **We shall not be liable to you whether in contract, tort (including negligence and breach of statutory duty), or otherwise for any:**

(a) **error or defect in the Test Result as a result of any inaccurate or incomplete information supplied by you;**

(b) **loss of data or materials, including the Sample and/or the Coronafocus Test Result arising as a result of the acts or omissions of the postal or courier service, or any other delivery service used by you to send the Sample to us;**

(c) **loss of earnings, loss of opportunity, wasted expenditure on travel/holiday costs and/or indirect or consequential loss arising whether or not Oncologica has been informed or advised of the possibility of such losses.**

11.8 To the extent permitted by law our total liability to you in respect of all losses arising under or in connection with these Terms, whether in contract, tort, or otherwise, shall in no circumstances exceed the Fees paid for the single Coronafocus Test Kit or LFD Test Kit that is the subject of the claim.

11.9 If at any time Oncologica are prevented or hindered from carrying out its obligations under these Terms for reasons beyond its control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, including shortage of supplies from suppliers required by us to provide the Test, we shall notify you accordingly and, our obligations under these Terms shall be suspended until the obligations can be performed.

11.10 Nothing in these Terms limits or excludes our liability for breach of our obligations under section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982; death or personal injury resulting from negligence; or fraud or fraudulent misrepresentation. Your statutory rights as a consumer are unaffected.

## **12. General**

12.1 We may amend these Terms at any time to ensure that we remain compliant with relevant laws and regulations and to ensure that we are constantly improving your experience in using our services. By continuing to order the Test after any changes are made, you accept those changes and will be bound by them.

12.2 You shall not be entitled to assign or otherwise deal with your rights or obligations under these Terms.

12.3 If any part of these Terms shall be found by any court of competent jurisdiction to be invalid or unenforceable but would be valid and enforceable if certain words were deleted or added, such provisions shall apply with such amendments as required to make them valid and enforceable. In any event, any invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full.

12.4 These Terms shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.