

General terms and conditions for the provision of services (in particular SARS-CoV-2 tests and vaccinations) to consumers via the DasLab website

1 Our offer

a) These general terms and conditions of DasLab GmbH, Kurfürstendamm 194, 10707 Berlin (“DasLab”) apply to the mediation of services (in particular SARS-CoV-2 tests and vaccinations) between consumers (“users”) and the service providers (e.g. test centers/ vaccination stations).

b) DasLab provides users of the platform with appointments to carry out any health service (in particular SARS-CoV-2 tests and vaccinations) at various service providers (e.g. test centers or vaccination stations) in the Federal Republic of Germany and Spain. The dates can be selected and booked via the portal accessible on the website <https://daslab.app>. DasLab also makes the confirmation / the result of the service available to the user via its website after the service has been carried out and / or evaluated by the respective service provider. The responsibility for the implementation and / or evaluation of the service lies with the respective service provider.

c) There is no contract with DasLab for the implementation and / or evaluation of the selected service, but only for the mediation between users and service providers. Rather, a contract is concluded (by completing the booking process via our website) between the user and the selected service provider. Details on the respective service provider and the respective scope of services will be made available to you during the booking process immediately before payment. Please also take into account the further information on the respective website of the service provider as well as on site.

2 Booking and further process

a) An appointment for a service (e.g. test or vaccination) can be booked using the booking form on our website. To do this, you must fill out the relevant form on our website. You can correct any input errors at any time while filling out the questionnaire on our website.

b) After booking the appointment, a confirmation will be sent by email or SMS (depending on the option selected when creating the user account) containing the appointment date and time as well as a link to the booking. If you follow the link, you can, among other things, look again at the agreed terms of the selected service provider.

c) DasLab assumes no guarantee or any other responsibility for the processes in connection with the implementation of the booked service. In particular, DasLab does not guarantee that the service provider will keep the agreed date and / or that the service provider will

transmit the results (e.g. test results / vaccination confirmation) to us within a specified period of time. The user must address such complaints to the respective service provider. We make the results available to the user promptly after receipt via our web portal and send an SMS and / or an e-mail as soon as the result is available. Furthermore, DasLab does not guarantee that the service has been carried out correctly and / or that the result is correct and / or that the certificate provided by the service provider is provided by third parties as evidence (e.g. for the absence of a SARS-CoV-2 infection / Vaccination certificate) is recognized.

d) Please note the applicable hygiene rules on site. Please also note that the service providers usually require the original of a valid official identification document (identity card, passport, driver's license). Please also note that in some cases a report can be made to the responsible health department / a public institution or an institute by law (e.g. in the event of a positive test result / if a vaccination is carried out). Please note our data protection declaration and, in particular, the respective data protection information of the selected service provider.

e) The prices that we quote when booking an appointment via our website are the prices or fees of the respective service provider. If no VAT is shown, the service provider in question is exempt from VAT.

2.1 Booking for additional people

a) A service can also be booked for several people via the DasLab platform.

b) The booking of an appointment for other people is only permitted insofar as the person making the booking has the prior consent of the additional person has obtained several people about the processing of their personal data. The person making the booking must inform the other persons about the data protection declaration. It should also be ensured that the other people for whom the booking is made agree that the result of the booked service is uploaded to the user profile of the person making the booking.

c) If the processing of the data takes place without the prior consent of the additional persons for whom the booking is made, the booker not only violates the terms and conditions of Das Lab, but could also be criminally guilty.

2.2 Booking with minors

Legal guardians / guardians may book for the child without the child's consent, as long as the child is still a minor (under 18 years of age), and receive the result of the booked service.

If a minor wants to book an appointment via our platform, this requires the prior consent of the legal guardian / guardian.

3 Note on data protection:

a) Please note our data protection declaration (Privacy Policy) for the use of our website.

b) The following applies in particular to the processing of your results (health data):

We are responsible for data processing. The transmission of results (in particular a test result for SARS-CoV-2) is health data that represents special personal data. Such data is particularly protected by Article 9 of the General Data Protection Regulation (EU) No. 2016/679 (GDPR). The collection and processing of health data require your consent. We collect this on our website during the booking process. We process your health data exclusively for the following purposes:

- Mediation between users and service providers
- To make the user's personal data available to the service provider selected by the user
- Communication of the result to the tested person;
- Creation of a certificate in cooperation with the respective service provider;
- Creation of a receipt for payments made
- Fulfillment of any reporting obligations by law to the supervisory or health authorities / public institutions / institutes.

Please also note the purposes and the listing of the collected personal data, which are mentioned in the [data privacy policy](#).

4 Our liability

a) We are only liable for injury to life, limb, health or other damage that is based on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract. However, Das Lab is not responsible for the implementation and / or evaluation of the selected service, but merely serves as a platform for mediating a service between users and those performing the service.

b) In the event of a breach of essential contractual obligations, we are only liable for foreseeable damage typical for the contract, if this was caused simply by negligence, unless the client is entitled to claim for damages resulting from injury to life, limb or health.

5 Cancellation policy

a) Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The cancellation period is fourteen days from the day the contract is concluded.

In order to exercise your right of withdrawal, you must inform us (DasLab GmbH, Kurfürstendamm 194, 10707 Berlin, contact@daslab.de) of your decision by means of a clear declaration (e.g. by email or in the app itself by canceling the appointment) to revoke this contract. You can, for example, use the attached cancellation form, which is not mandatory, or you can cancel yourself in the app.

In order to meet the cancellation deadline, it is sufficient for you to send the notification that you are exercising your right of cancellation before the cancellation period has expired or for you to cancel the appointment you have booked yourself in your user account.

b) Consequences of the withdrawal

If you withdraw from this contract, we will have given you all payments that we have received from you, including delivery costs (with the exception of the additional costs that result from choosing a different type of delivery than the inexpensive standard delivery offered by us have), to be repaid immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless something else was expressly agreed with you; in no case will you be charged any fees for this repayment.

If you have requested that the services should begin during the cancellation period, you have to pay us a reasonable amount, which corresponds to the proportion of the services already provided up to the point in time at which you informed us of the exercise of the right of cancellation with regard to this contract. Compared to the total scope of the services provided for in the contract.

c) The provider informs about the model withdrawal form according to the legal regulations as follows:

Model withdrawal form

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

- To [here is the name, address and, if applicable, the fax number and

E-mail address of the entrepreneur to be inserted by the entrepreneur]:

- I / we (*) hereby revoke the contract concluded by me / us (*) about the purchase of the following goods (*) / the provision of the following

Service (*)

- Ordered on (*) / received on (*)

- Name of the consumer (s)

- Address of the consumer (s)
- Signature of the consumer (s) (only if this is communicated on paper)
- Date

(* Delete where inapplicable)

d) Premature expiry of the right of withdrawal

The right of revocation can expire prematurely if the service has already been provided in full and the user has been informed about this before the service is provided and has agreed that the service will begin and the right of revocation will expire prematurely. The relevant information is provided in the booking process immediately before the payment of the selected service at the conditions of the selected service provider.

6 Final provisions

a) The law of the Federal Republic of Germany applies to contracts between the provider and the user, excluding the UN Sales Convention. The legal regulations for the restriction of the choice of law and for the applicability of mandatory regulations, in particular of the state in which the user as a consumer has his habitual residence, remain unaffected. The contract language is German.

b) If the user is a businessman, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the user and the provider is the provider's registered office.

c) The contract remains binding in its remaining parts even if individual points are legally ineffective. In place of the ineffective points, the statutory provisions apply, if they exist. If this would represent an unreasonable hardship for one of the contracting parties, the contract as a whole becomes ineffective.