

## **General Terms**

### **1. Scope**

All products and services provided by Clavital GmbH at [www.mydiagnosis.ch](http://www.mydiagnosis.ch) are subject to these general terms. The offering is only valid for the areas of Switzerland, Germany, Austria and Liechtenstein.

### **2. Offered Tests**

Clavital GmbH has in its offering the following Tests:

#### **Chlamydia (Chlamydia trachomatis)**

The presence of Chlamydia is detected by investigating urine. It is important that at least 2-4 hours have passed since last urination before leaving a sample. Only the first portion of the urine should be used for the test. The test method is based on the polymerase chain reaction (PCR). The method makes possible a proliferation of specific fragments of the Chlamydia DNA, allowing a reliable detection of the bacteria.

#### **Gonorrhea (Gonococci /Neisseria gonorrhoeae)**

The presence of Gonorrhea is detected by investigating urine. It is important that at least 2-4 hours have passed since last urination before leaving a sample. Only the first portion of the urine should be used for the test. The test method is based on the polymerase chain reaction (PCR). The method makes possible a proliferation of specific fragments of the Gonococci DNA, allowing a reliable detection of the bacteria.

#### **Herpes Simplex Virus (HSV-1 und HSV-2)**

The best way to detect the presence Herpes Simplex Virus is to investigate the liquid content of the blisters. Here, the number of viruses is particularly high. However, it is generally also possible to detect the viruses in already encrusted blisters. The test method is based on the polymerase chain reaction (PCR). The method makes possible a proliferation of specific fragments of the viral DNA, al-

lowing not only a detection of the viruses, but also a reliable distinction between Herpes Simplex Virus type 1 (HSV-1) and Herpes Simplex Virus type 2 (HSV-2).

### **3. Order execution**

#### **Introductory remark**

Clavital GmbH runs an internet-based platform for the sales and result disclosure of medical tests. The medical tests are carried out by an ISO/IEC 17025 accredited laboratory partner from Switzerland based on conventional procedures.

#### **Ordering**

Orders are made online at the internet order page. The services by Clavital GmbH only take place after credit card prepayment. Provided that Clavital GmbH disposes of the total amount of the service, a contract is concluded at the time the customer receives an order confirmation from Clavital GmbH at the internet order page. In the order form, the customer is required to provide all information necessary for the execution of the order. The customer acknowledges the correctness of deployed procedures with respect to the completion of the order.

#### **Delivery**

Clavital GmbH discloses a personal code to the customer and sends the customer a test kit for sampling. Clavital GmbH restricts its deliveries to Switzerland, Germany, Austria, and Liechtenstein. The delivery is made by post directly to the person and address specified by the customer. The delivery normally takes place within four working days after order receipt. Clavital GmbH makes the greatest effort to meet this delivery time. The customer is not entitled to cancel the contract nor to compensation should Clavital GmbH fail to comply with the delivery time.

#### **Sampling**

The sampling is made by the customer. Clavital GmbH provides the customer with all necessary sampling equipment, instructions, as well as instructions to pass on to the laboratory partner. After sampling, the customer returns the sample(s) and the laboratory instructions using the addressed and prestamped ship-

ping package. The customer is obliged to follow all instructions. Clavital GmbH is not liable for bodily injury or erroneous analyses that result from incorrect sampling or inappropriate storing of sample.

### **Analysis**

The analysis takes place no later than 4 working days after receipt of sample(s). Clavital GmbH and the laboratory partner make the greatest effort to meet this time. The customer is not entitled to cancel the contract nor to compensation should the laboratory partner fail to comply with the time. The result of the analyses is either "Positive" – an infection exists, or "Negative" – an infection could not be detected.

### **Result notification**

Using the personal code, the customer can access the test result at [www.mydiagnosis.ch](http://www.mydiagnosis.ch). In order to guarantee customer anonymity, the test result is never mentioned together with the name of the customer. The personal code is the only identification of the test result and is only known to the customer. The customer is not entitled to any hard copy of the test report. In PDF-format, the report is made available at [www.mydiagnosis.ch](http://www.mydiagnosis.ch) and can be printed by the customer. The customer is not entitled to any further interpretation of the test result.

## **4. Terms of payment**

The services by Clavital GmbH only take place after credit card prepayment. The ordered tests are paid in connection with the ordering by following the links to the PayPal online payment platform. Clavital GmbH accepts the credit cards from Mastercard, Visa and American Express. A payment is considered completed when Clavital GmbH disposes of the amount of the order. All prices are quoted in Swiss Francs and Euro, respectively, including value added tax.

## **5. Liability**

The order processing and the test analyses are carried out according to current standards and practices. Still, erroneous analyses cannot be ruled out. Clavital GmbH cannot assume liability for erroneous results and the consequences thereof.

The customer bears the whole risk and is not entitled to compensation for samples, which due to incorrect sampling or inappropriate storing cannot be analyzed. The same holds for samples, which are lost or damaged during shipping. If a sample cannot be analyzed due to mistake by the laboratory partner, a new test kit will be sent to the customer free of charge.

## **6. Data protection**

Customer data are treated confidentially and in good faith. By accepting the general terms, the customer agrees that the data may be handled in accordance with the described procedure. The handling solely serves the purpose of an error-free order execution. Personal data are never stored together with the personal code. Test results are never linked to personal data. All personal data are deleted 3 months after contract conclusion. No liability is assumed for the security of data transmitted over the Internet.

## **7. Customer service**

Customer service MyDiagnosis e-mail: [info@mydiagnosis.ch](mailto:info@mydiagnosis.ch)

## **8. Revision / Extension**

Clavital GmbH reserves the right to adjust the present general terms at any time to the circumstances and apply such changes immediately.