

TERMS OF USE FOR THE TRUSTONE SOFTWARE

PLEASE READ CAREFULLY BEFORE USING THE TRUSTONE SOFTWARE

This website is operated by Eurofins Forensic Services Limited trading as “Eurofins COVID Testing Services” of 154 Business Park, Valiant Way, Wolverhampton, WV9 5GB, United Kingdom (“we”, “us”, “our”) and by using the TrustOne Service (the “Software”) whether provided directly or via a third party link, you agree to these Terms of Use (“Terms of Use”).

IMPORTANT NOTICE:

- BY SELECTING THE CHECK BOX AND CLICKING REGISTER YOU ACCEPT THESE TERMS OF USE AND AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS, IN PARTICULAR, THE PRIVACY NOTICE REFERENCED AT CONDITION 1.3 AND LIMITATIONS ON LIABILITY IN CLAUSE 6.
- IF YOU ARE UNDER 13 YEARS OF AGE A GUARDIAN SHOULD COMPLETE THIS AGREEMENT ON YOUR BEHALF. FOR FAMILY APPLICATIONS EACH ADULT SHOULD COMPLETE THEIR OWN AGREEMENT.
- IF YOU DO NOT AGREE TO THESE TERMS OF USE YOU MUST NOT REGISTER TO USE THE SOFTWARE.

AGREED TERMS

1 General

- 1.1 These Terms of Use apply to the Software including any updates or supplements to the Software, unless they come with separate terms, in which case those terms apply.
- 1.2 We reserve the right to change the design, scope and functional content of the Software.
- 1.3 All data is encrypted in transit to standard industry levels, and data held at our data centres is always encrypted at rest, to maximise the security of your information. However by using the Software, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any information you send using the Software may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.4 The Software may contain links to other independent third-party websites (“Third-party Sites”). Third-party Sites, are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). The Platform collects Personal Data provided only by yourself and You are solely responsible for the authentication and validity of such data.
- 1.5 You are solely responsible for any Personal Data filled and provided by yourself and for any consequences that may arise by uploading, posting, transmitting, linking or publishing it to any governmental authority if required or officially requested. More specifically, You are solely responsible for all content that You upload, or otherwise made available via the Platform.
- 1.6 Any contradiction between Personal Data filled by yourself on the Platform and your actual, correct, personal Data might lead to failure in conducting the Test.

2 Your licence to use the Software

2.1 In consideration of you agreeing to abide by these Terms of Use, we grant you a non-transferable, non-exclusive licence to register and use the Software. We reserve all other rights.

3 Licence restrictions

3.1 The Software is for your personal and non-commercial use only. Any other use by you of the Software is a breach of these Terms of Use. In particular, you shall:

- (a) not copy the Software;
 - (b) not rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
 - (c) not make alterations to, or modifications of, the whole or any part of the Software, or permit the Software or any part of it to be combined with, or become incorporated in, any other programs; and
- not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent as otherwise provide by law.

4 Acceptable use restrictions

4.1 You must:

- (a) not use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the Software (to the extent that such use is not licensed by these Terms of Use);
- (c) not transmit any material that is defamatory, offensive or is in our opinion, otherwise objectionable in relation to your use of the Software;
- (d) not use the Software in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (e) not collect or harvest any information or data from the Software or attempt to decipher any transmissions to or from the servers running the Software; and
- (f) not use the Software for any commercial, business or resale purposes.

4.2 If you breach these Terms of Use, we reserve the right to take appropriate counter measures. If deemed necessary, in our full discretion, we may restrict your ability to use the Software in whole or in part, without prior notice.

4.3 Use of the Software requires registration. We are not obliged to permit anyone to register and we may refuse, terminate or suspend registration to anyone at any time.

4.4 You are responsible for making sure that your password and any other account details are kept secure and confidential.

4.5 If we have reason to believe there is likely to be a breach of security or misuse of the Software through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.

4.6 Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Policy.

5 Intellectual property rights

5.1 You acknowledge that all intellectual property rights in the Software, and all material used in, for or in connection with the Software, belong to us or our licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use in accordance with these Terms of Use.

6 Limitation of liability

6.1 We try to make sure that the Software is accurate, up-to-date and free from bugs, but we cannot promise that it will be.

6.2 We have used reasonable skill in providing the Software for you to use. However, we make no representations or warranties of any kind that the Software will be uninterrupted or error-free. The Software is provided "as is" and may, occasionally, be unavailable in whole or in part due to technical maintenance or interruptions in communications. We shall not be liable for any consequences of any such bugs/errors or technical disruptions, including without limitation any loss or distortion of any data.

6.3 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

- (a) losses that:
 - (i) were not foreseeable to you and us when the contract was formed;
 - (ii) that were not caused by any breach on our part;
- (b) business losses; and
- (c) losses to non-consumers.

7 Termination

7.1 We may, in our sole discretion, if we consider you are in breach of these Terms of Use:

- (a) suspend or terminate the operation of the Software at any time without prior notice to you and without the need to give you reasons for such a termination or suspension; and/or
- (b) terminate your user account at our own discretion.

7.2 On termination for any reason all rights granted to you under these Terms of Use shall cease and you must immediately cease all activities authorised by these Terms of Use, including your use of the Software.

8 Communication between us

8.1 If you wish to contact us in writing, or if any condition in these Terms of Use require you to give us notice in writing, you can send this to us by e-mail at covid19administration@eurofins.co.uk. We will confirm receipt of this by contacting you in writing, normally by e-mail.

8.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your registration for the Software.

9 Applicable law

9.1 These Terms of Use are subject to the laws of England and Wales. Any disputes under these Terms of Use shall be settled in the courts of England and Wales.