

COVID-19 Test Center Terms & Conditions

All Covid-19 Tests carried out by Baltimore Highlands Pharmacy at the Test Center are subject to these Terms and Conditions. By booking and paying for a Test, you are agreeing that you have read, understood and agree to these Terms and Conditions. These Terms and Conditions form a binding contract ('Contract') between you, the customer ('you' or 'your') and Baltimore Highlands Pharmacy and its affiliates, partners, members, employees, and contractors ('we', 'us' or 'our' or 'BHP').

Your use of the Services are bound by these Terms and Conditions so please read them carefully and make sure you have understood them. Your particular attention is drawn to those sections in **bold**.

COVID-19 Testing

Baltimore Highlands Pharmacy ('we', 'our' or 'us') will, subject to:

- a. payment by you, the customer ('you' or 'your'), to us of the applicable Test Fee;
- b. your booking and attending a Test Appointment; and
- c. your acceptance of these Terms and Conditions

to carry out a Test and provide you with the results of that Test.

A positive result indicates that the Test has detected the presence of the Covid-19 virus.

A negative result means that the Test has not detected evidence of the Covid-19 virus.

A inconclusive result means that the test has neither detected nor ruled out the evidence of COVID-19 virus, the test may have to be repeated.

No other test results or information are expected to be determined or provided.

Testing is a biological process involving significant complexity and variability, and consequently, no testing regime for Covid-19 is 100% accurate in all cases. A negative result does not guarantee that the test subject is free of the Covid-19 virus, nor does a positive result guarantee that the test subject has active, infectious Covid-19. All testing is conducted on this basis.

Test results and any comments given by us on the results are for information only. They are not a clinical diagnosis. They are not a replacement for a full and proper medical investigation and/or a doctor's advice. Our comments are based solely on the results in relation to what are considered normal ranges in the general population. If you have any concerns at all regarding any aspect of your health or your Test results you should discuss them directly with your PCP or a doctor.

We offer these Tests as a possible way of satisfying the differing requirements of various countries for negative Covid-19 test results prior to travelling to those countries or their territories. However, please note you are solely responsible for determining that the Test you are taking is suitable for your particular requirements, including whether any particular Test satisfies the standards you are seeking to meet and the entry requirements of the country or territory to which you are travelling.

Booking a Test Appointment

You must book a Test Appointment to enable us to administer your Test.

In order to book a Test, you must book online and select the relevant Test type you require. The service is subject to laboratory capacity, the availability of specially trained staff and stock availability.

Collecting the sample will take approximately 5 minutes, where one of our trained staff will take a sample from you, the sampling method will be an anterior nasal swab. The purpose of the Test is to pick up the presence of the virus in the nose.

Please arrive 15 minutes prior to your booked appointment time.

We are not able to offer appointments in the following circumstances:

- If you have had a positive test for Covid-19 or developed any of the symptoms of Covid-19 within 10 days prior to your appointment. Please see the latest [government guidance](#) for further information around symptoms of Covid-19.
- If your household members or other people you have been in contact with have had a positive Covid-19 test or developed the symptoms above in the 10 days prior to the appointment.
- If you have had contact with a confirmed positive case of Covid-19 in the 10 days prior to the appointment as confirmed by the government's test and trace service, or other public health authority.
- You reside in an area/region which is subject to a local lockdown.

If any of the above apply to you, please wait for the appropriate time period to elapse, and we will then be happy to book an appointment for you.

You must ensure that you book your Test Appointment within sufficient time you travel to enable your Test to be carried out and for your results to be obtained and relayed to satisfy that requirement.

It is your responsibility to book a Test Appointment within the appropriate timeframe prior to your date of travel. We are unable to guarantee when your Test results will be available.

WE WILL USE OUR REASONABLE EFFORTS TO ENSURE THAT YOUR TEST IS CARRIED OUT ON THE AGREED TEST APPOINTMENT DATE AND TIME AND THAT TEST RESULTS ARE RETURNED WITHIN THE TIMEFRAME AS STATED (RAPID PCR WITHIN 4 HOURS / STANDARD PCR WITHIN 48 HOURS / RAPID LATERAL FLOW WITHIN 1 HOUR). HOWEVER, WE ARE NOT LIABLE FOR ANY DELAYS OR LOSSES (EXCEPT TO THE EXTENT THAT WE ARE NEGLIGENT IN PERFORMING THE TEST). PLEASE SEE THE 'LIABILITY' SECTION BELOW FOR MORE DETAIL.

The results timescales stated above are not guaranteed and we do not accept any liability for any costs you may incur as a result of: a delayed Test result, an inconclusive Test result, a false positive/negative Test result, or Tests/Test results being damaged or lost.

Once your sample has been analyzed, your Test Results will be relayed to you via email.

What you must bring to your Test Appointment

So that we can identify you, and to ensure that you have the correct information on your Test certificate, you must bring with you to your Test Appointment a valid passport or state issued ID card for travel (other forms of photo ID will not be accepted), and for any under 18s who are also being tested and for whom you are responsible. Failure to do so will mean that your Test cannot be carried out, that you will forfeit your Test Fee, and that you will have to re-book and pay for a new Test Appointment. If you are in any doubt as to what constitutes an acceptable form of valid photo identification, please contact us in advance of your Test Appointment. We are at liberty to refuse a Test or Test Appointment if we are not satisfied as to the validity of the form of ID produced.

Cancellation or Non-Attendance at your Test Appointment

You must notify us in writing by email or by telephone, in either case not less than 24 hours before your scheduled Test Appointment if you and/or any person under the age of 18 for whom you are responsible, are unable to attend the Test Appointment. If you provide us with the required 24 hours' notice, you will be liable to pay the merchant processing fee of \$25 in respect of the cancelled Test Appointment. **If you fail to provide us with a minimum of 24 hours' notice of cancellation, you must pay and are liable in full for the Test Fee in respect of the cancelled Test Appointment(s), and no refund will be made.**

Test Fees

The Test Fees for the Test services offered and cancellation fees are elaborated on the booking site and can change without notice.

You must pay the Test Fee online at the time you book your Test Appointment.

Your online payment includes the cost of administering the Test and the provision of the Test Results.

Reporting

See section 9: Federal, State, territorial or tribal health departments and Local governments are requiring, by way of mandate, the disclosure of all test results (whether positive, negative, or inconclusive) from COVID-19 testing. Participant understands, acknowledges, and agrees that the results of Participant's COVID19 test administered under this Agreement shall be permitted to be disclosed to the applicable Federal, State, and/or Local governments as required by mandate and/or law. This information may be used as part of any test and trace service being operated by the government in your jurisdiction.

Please find a link to our privacy notice on our [website](#). By proceeding to book a Test Appointment you accept the terms of this privacy notice.

Late Test Results

We will use our reasonable endeavors to carry out the Test and produce the Test Results within the required timeframe, but we cannot guarantee timings or be responsible for factors outside of our

control. Additional testing may be required depending on the results of the test, including if a result is inconclusive.

Our liability to you is limited as set out in these Terms and Conditions. Under no circumstances are we liable to you for the cost of any delayed or lost flights, holidays, hotel bookings or other travel and holiday-related bookings or for any other losses that were not reasonably foreseeable.

Liability

WE WILL USE OUR REASONABLE EFFORTS TO ENSURE THAT YOUR TEST IS CARRIED OUT ON THE AGREED TEST APPOINTMENT DATE AND TIME AND THAT TEST RESULTS ARE RETURNED WITHIN THE TIMEFRAME AS STATED (RAPID PCR WITHIN 4 HOURS / STANDARD PCR WITHIN 48 HOURS / RAPID LATERAL FLOW WITHIN 1 HOUR). HOWEVER, WE ARE NOT LIABLE FOR ANY DELAYS OR LOSSES (EXCEPT TO THE EXTENT THAT WE ARE NEGLIGENT IN PERFORMING THE TEST). IN WHICH CASE OUR LIABILITY TO YOU WILL BE LIMITED AS STATED BELOW.

We are responsible to you for foreseeable loss and damage caused by us subject to the limit on our liability stated below. If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failure to use reasonable care and skill, but we are NOT liable or responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if (a) it is obvious that it will happen; or (b) if, at the time the contract was made, both we and you knew it might occur.

We are NOT liable or responsible under any circumstances for any:

- a. **cost of delayed or lost flights, or the re-booking of any such delayed or lost flights;**
- b. **cost of holidays, or the cost of re-booking any such holidays; or**
- c. **cost of hotel bookings, car hire or other travel or holiday-related bookings, or the cost of re-bookings**

whether foreseeable or not. Neither are we liable or responsible to you for losses which are not foreseeable (known and indirect or consequential losses), whether these arise in contract, tort (including negligence), breach of statutory duty or otherwise, nor for any loss of profit, loss of revenue, loss of business opportunity or anticipated saving.

We do NOT exclude or limit our liability to you for:

- a. **death or personal injury caused by our negligence or that of our personnel;**
- b. **fraud or fraudulent misrepresentation;**
- c. **any other loss or damage which cannot be excluded or limited under applicable law.**

Except as otherwise expressly stated above, our maximum liability to you is limited to and will not exceed the Test Fee paid by you for your Test. Our liability is excluded to the maximum extent permitted by law.

We are not liable for the acts or omissions of any third party nor for any events or occurrences outside of our reasonable control, nor for any failure or delay by you including, but not limited to, your failure

to attend or delay in attending and/or failure to provide an appropriate valid passport or national ID card for travel at your Test Appointment.

You acknowledge that, while reasonable precautions are taken by BHP to avoid any transmission or exposure, there is a possibility of potential exposure during testing, and You are knowingly consenting to this test subject to this risk.

As part of agreeing to the terms and conditions you declare and accept that “I understand, acknowledge, and accept that I may experience discomfort or other negative reaction as a part of or result of the testing procedure. This discomfort or other negative reaction is inherent to the testing process. I understand, acknowledge, and accept that my employer is entitled to receive my test results, whether the result is positive, negative, or inconclusive. I understand, acknowledge, and accept that the testing provided is required to disclose test results to local, state, and/or federal health departments pursuant to applicable laws and regulations. I understand, acknowledge, and accept that BHP may use email, voicemail, or text message to transmit my test results to me, recognizing someone unintended could access my device(s) or attempt to intercept my results.

Other Terms and Conditions

1. Interpretation

1.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2 A reference to a party includes its [personal representatives,] successors and permitted assigns.

1.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.4 Any words following the terms including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 A reference to writing or written includes email.

2. How to contact us

2.1 We are Baltimore Highlands Pharmacy , 1080 W Patrick St, Unit 10, Frederick, MD 21703, PH: 240-608-2006 Email: info@hillcrestx.com.

2.2 If we need to contact you, we will do so by email through the booking system through which you booked your Test Appointment.

2.3 If you have any issues or problems regarding:

2.3.1 booking your Test Appointment online, you should contact us by phone: **410-636-1035**, or by email: **bhpharmacy@yahoo.com** or in writing: Baltimore Highlands Pharmacy, 4109 Annapolis Rd, Halethorpe, MD, 21227

2.3.2 your Test Appointment, you should contact the Baltimore Highlands Pharmacy Test Location at which you have booked.

3. Test Services

3.1 We will provide the Services with reasonable skill and care, in a timely and professional manner using suitably qualified personnel.

3.2 Whilst at the test center you agree to abide by the rules and policies implemented by the test center staff. We reserve the right to withdraw our services if 1) you do not conduct yourself in a reasonable manner, 2) you do not abide by the rules and policies or 3) if you fail to comply with the reasonable instructions of our test center staff. You are required to register your attendance with reception and complete any required documentation and pay prior to being tested. If testing pre-travel, you are responsible for ensuring you book a suitable slot and you arrive with enough time for the testing process to be completed in order for you to be able to check in for your flight on time.

4. Your Obligations

4.1 You must book a Test Appointment using the procedure outlined above.

4.2 You must attend the Location at the appointed date and time booked for your Test and bring with you an appropriate and valid passport or state issued ID card for travel to enable us to verify your identity.

4.3 When booking a Test Appointment online, you must ensure that the details you provide are true, accurate and complete. We are not responsible for any errors or omissions made by you.

4.4 You are responsible for booking your Test Appointment sufficiently in advance of your date of travel to comply with any official requirements.

4.5 You agree to provide us with such information and materials as we may reasonably require in order to carry out the Test and provide you with the Test Result, and will ensure that such information is true, accurate and complete.

4.6 You must only book your Test if you do not have symptoms of Covid-19.

4.7 If your Test result is positive, you must follow the latest Government guidelines regarding self-isolation and re-testing if applicable.

4.8 You confirm that you have read and understood the information in the accompanying factsheets.

4.9 You confirm that you have had the opportunity to consider the information provided in these Terms and Conditions and any accompanying documents and you understand the nature and purpose of this testing, together with the benefits and risks.

4.10 You confirm that for any children (under 18) for whom you have requested a test that you have the authority to do so.

YOU UNDERSTAND AND ACKNOWLEDGE THAT ACCURATE PROCESSING OF YOUR COVID-19 TESTING IS CONTINGENT ON PROVIDING FULL, COMPLETE, AND ACCURATE MEDICAL INFORMATION TO BHP

5. Suspension of Test Services

5.1 We may suspend or terminate the provision of the Test Services if:

5.1.1 there is a change in applicable law, government advice or regulation, healthcare advice or regulation or travel requirements in your country of destination and/or in your country of domicile or departure;

5.1.2 if we are prevented from providing the Services for reasons outside of our reasonable control.

6. Your rights to terminate the contract

6.1 You can terminate your contract with us at any time but where you have booked and paid for a Test Appointment your payment is non-refundable if terminated within 24 hours of your appointment.

6.2 You may terminate your contract with us for one of the reasons set out at 6.2.1 to 6.2.4 below, in which case the contract will end immediately, and we will refund you in full to Test Fees paid for any Tests which have not been provided. The reasons are:

6.2.1 we have told you about an upcoming change to the Services or these Terms and Conditions which you do not agree to; or

6.2.2 there is a risk that provision of the Test and/or Test Results may be significantly delayed because of events outside our control; or

6.2.3 we have suspended supply of the Test 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 7 days; or

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

6.3 As you are purchasing Test services from us online, you have until 24 hours prior to your booked appointment to cancel.

6.4 Where you are entitled to terminate the contract, you must let us know by phone: **410-636-1035**, or by email: bhpharmacy@yahoo.com or in writing: Baltimore Highlands Pharmacy, 4109 Annapolis Rd, Halethorpe, MD, 21227. Please provide your name, home address, details of your Test Appointment booking and, where available, your phone number and email address.

6.5 As we are providing a Test service, we may deduct from any refund an amount for the supply of the Test service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

6.6 We will make any refunds due to you as soon as possible and in any event within 14 days of your telling us you have changed your mind.

7. Our rights to terminate the contract

7.1 We may terminate the contract if you break it.

7.2 We may terminate the contract at any time by writing to you if you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Test services.

8. Your rights as a consumer

8.1 you are entitled to the results in a reasonable time frame as advertised during booking process or a full refund.

9. How we use your personal information

9.1 Our Privacy Policy: All of Participant's personal and medical information shall be kept private and secure, using standard industry practices, and in accordance with the Health Insurance Portability and Accountability Act ("HIPAA"), except for the potential required disclosures to Participant's employer (pursuant to Section 9.3) or Federal, State, or Local governments (pursuant to Section 9.2).

BHP represents and warrants that with respect to all protected health information (as that term is defined in the HIPAA Regulations), it is a Covered Entity under the Privacy Regulations and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties.

BHP MAY PROVIDE YOUR TEST RESULTS OVER EMAIL, VOICEMAIL, OR TEXT MESSAGE ("RESULT MESSAGES") TO THE ADDRESSES AND/OR DEVICE NUMBERS YOU PROVIDE. BHP' result messages are not encrypted, which means a third party could access the information. Additionally, if someone obtains access to your devices, then they could retrieve the result message. BHP will use reasonable means to protect the privacy of your protected health information, including test results, but YOU ACKNOWLEDGE THE INHERENT RISK OF POTENTIAL DISCLOSURE OF YOUR RESULT MESSAGE. UNDERSTANDING THIS RISK, BY PROVIDING YOUR EMAIL OR TELEPHONE NUMBER, YOU CONSENT TO PROVIDING YOUR RESULT MESSAGE THROUGH EMAIL, VOICEMAIL, OR TEXT MESSAGE AND RELEASE BHP AND ITS AGENTS OF ANY LIABILITY RELATING TO YOUR RESULT MESSAGE.

9.2 Disclosure to Federal, State, or Local Governments.

Federal, State, and Local governments are requiring, by way of mandate, the disclosure of all test results (whether positive, negative, or inconclusive) from COVID-19 testing. Participant understands,

acknowledges, and agrees that the results of Participant's COVID19 test administered under this Agreement shall be permitted to be disclosed to the applicable Federal, State, and/or Local governments as required by mandate and/or law. BHP shall not be liable for the applicable Federal, State, or Local governments' use or misuse of any data, testing results, personal or medical information, or any other information provided as a result of the Testing Services. Participant expressly agrees to waive any applicable HIPAA protections only to the extent necessary to fulfill this section.

9. 3 Potential Disclosure to Participant's Employer: Some Participants will be receiving the Testing Services provided under this Agreement as required and paid for by Participant's employer. If Testing Services are paid for and provided through Participant's employer, Participant understands and acknowledges that Participant's employer shall receive the results of Participant's COVID-19 test, regardless of whether Participant tests positive, negative, or inconclusive. Participant understands, acknowledges, and agrees to the providing of the necessary personal and medical information to Participant's employer if necessary, under this Section, as well his/her employer's use of that information within applicable privacy laws. BHP shall not be liable for the employer's use or misuse of any data, testing results, personal or medical information, or any other information provided as a result of the Testing Services. Participant expressly agrees to waive any applicable HIPAA protections relating to the results of the Testing Services to the extent necessary to fulfill this section.

10. General

10.1 We may transfer this contract or our rights and obligations under these Term and Conditions to someone else, but we will ensure that the transfer will not affect your rights under the contract.

10.2 This contract is between you and us. No one else has any rights under this contract and no one else has any rights to enforce any of its terms. Neither of us will need the agreement of any other person to terminate this contract or make any changes to these terms.

10.3 If a court finds part of this contract illegal or unlawful, that part will be omitted and the remainder of this contract will continue in full force and effect.

10.4 If we delay in enforcing all or any part of this contract, we can still enforce it or that part of it later. If we do not require you to do immediately anything you are required to do under these Terms and Conditions, or if we delay taking steps against you in respect of your breaking this contract, that does 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.

10.5 These Terms and Conditions are governed by Maryland law and you can bring legal proceedings in respect of the Test services in the courts of Maryland.

10.6 Ownership of Intellectual Property, Confidential Information, and Data: Participant acknowledges and agrees that BHP shall hold right and title to any intellectual property rights in and to the results of

the Testing Services, in a de-identified form, including any derivative works or information created from or with the results of the Testing Services.

10.7 Assumption of Risk and Acknowledgement of Testing Procedure Discomfort: The COVID-19 testing procedure is a medical procedure, and therefore may involve some degree of discomfort, invasiveness, distress, dissatisfaction, and/or other negative reaction. Participant expressly understands, acknowledges, and accepts that he/she may experience discomfort, invasiveness, distress, and/or other negative reaction as a result of receiving Testing Services under this Agreement. Participant further expressly understands, acknowledges, and accepts that this discomfort, invasiveness, distress, and/or other negative reaction is inherent to the testing process and not a result of any misuse of the testing materials by BHP. Participant agrees that BHP cannot be held liable for any discomfort, invasiveness, distress, and/or other negative reaction experienced by Participant as a part of or result of the Testing Services. Nothing in this Agreement shall serve to exempt BHP and its partners, affiliates, assigns, employees, contractors, and other related parties from liability for gross negligence, intentional torts, or other liability un-waivable by law.