



I, the undersigned, in my capacity as a patient of Ketterthill Laboratories, request **subscription to the service providing online access to the results of medical tests carried out by the Ketterthill Laboratories** (hereafter referred to as "Ketterthill").

I declare that I will be the sole recipient of my medical test results and therefore the sole user of this service.

SURNAME (\*): \_\_\_\_\_

FIRST NAME (\*): \_\_\_\_\_

DATE OF BIRTH (\*): \_\_\_\_\_

POSTAL ADDRESS (\*): \_\_\_\_\_  
\_\_\_\_\_

VALID PRIVATE MOBILE TELEPHONE (GSM) NUMBER (\*) (\*\*): \_\_\_\_\_

EMAIL ADDRESS (\*): \_\_\_\_\_

**IDENTITY CHECK (to be ticked by the sample taker):**

IDENTITY VERIFIED

**I DECLARE THAT I AM ACTING (tick the correct description):**

IN MY OWN NAME : \_\_\_\_\_

AS THE MINOR'S LEGAL REPRESENTATIVE : \_\_\_\_\_

AS THE GUARDIAN OF : \_\_\_\_\_

OTHER (please state) : \_\_\_\_\_

The undersigned declares that the information entered on this form is correct, honest and true. Ketterthill cannot under any circumstances be held liable to any third parties for the consequences of any forgery perpetrated by the undersigned in signing and initialling in the patient's place.

Signed in \_\_\_\_\_, on \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

\_\_\_\_\_  
The patient

\_\_\_\_\_  
for Ketterthill

The undersigned expressly acknowledges receipt of the following documents against **acceptance and signature of this form and of the General Terms and Conditions attached thereto** :

- a unique and personal login sent by SMS
- a user guide to scan (in case of first connection)



(\*): Mandatory notices which must also be correct under penalty of invalidity of the request. It is essential that you provide your email address so that the laboratory can contact you immediately if necessary regarding your results, your visit to the centre etc.

(\*\*): The mobile (GSM) number provided is used in particular to receive, by text message (sms), the personal access keys for the patient's results Protocols, pursuant to the attached General Terms and Conditions. Please notify us of any change of number.

# GENERAL TERMS AND CONDITIONS OF USE

## KETTERHILL RESULTS SERVER & KT APPLICATION

### GENERAL TERMS AND CONDITIONS OF USE OF THE ONLINE SERVICE PROVIDING ACCESS TO THE RESULTS OF MEDICAL TESTS CARRIED OUT BY KETTERHILL LABORATORIES

These General Terms and Conditions are agreed upon by **1) Laboratoire KETTERHILL (head office)**, constituted in accordance with Luxembourg law, established at L-4367 Belvaux, 8, avenue du Swing, duly represented by Mr Stéphane GIDENNE in his capacity as Managing Director, hereafter referred to as "the provider" or "Ketterhill"; and **2) the patient signing these terms and conditions**, hereafter referred to as "the Patient" or "the User" and the person completing and signing the form on the back of these General Terms and Conditions on his or her own behalf. The parties in 1) and 2) are referred to collectively as "the Parties" and individually as a "Party".

Ketterhill is a medical testing laboratory duly established in the Grand Duchy of Luxembourg and according to Luxembourg law, instructed by the patient to carry out various medical Tests on personal Samples.

Ketterhill has set up an online service (the "Service") which allows its patients to consult the results of their medical tests, and which is provided by means of software integrated in the Site and by means of a Ketterhill mobile application and enables patients of Ketterhill to view, print and download their medical test results from the laboratory's website (the "Site") or from the Ketterhill mobile application, and to access the history of their medical Record.

The provider offers a patient, who accepts, 24-hour, 7-days-a-week Access to their medical Test results through the Site, via a secure connection guaranteed by online access ("Access") protected with a login and a key provided by Ketterhill. The provider also offers the patient the opportunity to check his or her results via the Ketterhill mobile application, using a login and a password.

These General Terms and Conditions constitute the contractual framework for the Access to the Service via the website or via the Ketterhill mobile application, granted to the patient by the provider, and for the Parties represent a determining factor without which they would not have wished to bind themselves to the terms in these General Terms and Conditions. In witness whereof, the following is agreed :

**ARTICLE 1 : The parties expressly represent that the terms listed in this article correspond to the following definitions for the purposes of interpreting these General Terms and Conditions:**

- **"Access"** : the patient's Access to the Service consists of the action of logging in using his or her login and the Access key on the provider's website, for the purpose of accessing his or her personal, secure user account where the results of medical Tests carried out by the provider on the Samples provided by the patient are centralised. The patient's access to the service can also be via the Ketterhill mobile phone application, using his or her user name.

- **"Medical tests"** : all services that make up medical examinations aimed at preventing, diagnosing and treating human and animal diseases and identifying any other changes to the patient's physiological condition.

- **"General Terms and Conditions"** : refers to this document and its annexes.

**Ketterhill is free to supplement or change these General Terms and Conditions at any time. It is up to the patient to regularly refer to the latest version of the General Terms and Conditions, which are always available on the Site.**

- **"Medical record"** : refers to the patient's medical record, which is accessible online through the Site. It is this medical record that contains all the results of the medical Tests carried out on the patient by Ketterhill, in the form of a chronological history from the most recent to the oldest. Each result is presented in the form of downloadable .pdfs.

- **"Samples"** : all of the elements or products of the human body provided by and belonging to the patient that may be medically tested (subjected to "Medical tests") by the provider.

- **"Online"** : see "Online".

- **"Offline"** : see "Offline".

**ARTICLE 2 - OBJECT OF THE CONTRACT** : these General Terms and Conditions constitute a contract between the parties, the object of which is to regulate the terms under which the provider will guarantee the patient Online Access to his or her personal data, including his or her medical Test results, as well as all or part of his or her medical record. The patient represents that (s)he has been informed of the fact that consenting to these General Terms and Conditions releases Ketterhill from any obligation to send the results of his or her medical Tests by post. The patient can however expressly request that Ketterhill continues to send the results of his or her medical Tests or the results of one of his or her medical Tests in particular by post.

- **"Online"** : means "online" and therefore accessible on the Internet through a remote computer Terminal. By contrast, "offline" refers to a service where electronic data is only stored on an IT support (of any kind), without being accessible through a remote computer Terminal connected to the Internet. The Service is "Online", since it can be accessed on the Internet by way of a

connection requiring the opening of a line to be negotiated between the patient and his or her Internet provider. The provider is an absolute third party to all negotiations and relations of any kind between the patient and his or her Internet provider.

- **"Patient"** : the patient (or "User") is the natural person who is Party to these terms and conditions, the Ketterhill Laboratories client requesting Access to the Service subject to the signing of these terms and conditions and the duly completed form on the back, as well as the provision of the exact number of one of his or her official proofs of identity. Each of the parents of a patient who is a minor (less than 18 years old) with parental authority for him or her, as well as any person with parental authority or official guardianship of an adult or minor patient shall be treated as equivalent to the patient himself or herself for the purposes of signing these terms and conditions.

- **"Staff"** : Ketterhill "Staff" includes anyone associated with Ketterhill by a direct subordinate relationship arising from a contract of employment or collaboration, as well as any manager of the Ketterhill medical Test laboratory.

- **"Results protocol"** : refers in these terms and conditions to all results linked to the taking of a Sample.

- **"Service"** : the Service consists, for the provider, of the supply and maintenance of personal, secure Online Access for the patient to a database of confidential data including the results of the patient's medical Tests. Access and maintenance of the Service are guaranteed to the patient subject to the conditions in these General Terms and Conditions. In the absence of any express provision to the contrary, any new characteristic that improves or increases one or more existing Services or any new Service launched by Ketterhill will be subject to these General Terms and Conditions. Ketterhill undertakes to do whatever necessary to establish the Service(s) in accordance with the requirements of Luxembourg law, including, in particular, entry in the record of the Laboratory's personal data processing activities.

- **"Site"** : refers to the Ketterhill laboratories website, which can be accessed online at "<http://www.ketterhill.lu>". The Site is published by the Ketterhill medical Test laboratory. The address of the laboratory's head office appears at the top of these terms and conditions.

- **"KT Application"** : refers to the Ketterhill Laboratories mobile application, which is available from Apple Store and Play Store. The application is published by the Ketterhill medical Test laboratory.

- **"Terminal"** : refers to any equipment, particularly IT equipment, that enables the patient to access the Service online using a remote connection to the Site of the provider. This definition is in no way limited by the technological state of the art at the time that these terms and conditions are signed.

- **"User"** : the user (or "Patient") is the natural person.

### ARTICLE 3 - CONDITIONS OF USE OF THE SERVICE :

**3.A) RIGHT TO USE THE SERVICE** : Ketterhill grants Access to the Service to the patient in that capacity, subject to the unconditional acceptance of these General Terms and Conditions. Unconditional acceptance of these General Terms and Conditions is given by signing these terms and conditions and by signing the form on the back. The user also signs his or her agreement electronically by clicking on the "login" button on the "site login" page on the understanding that this electronic signature amounts to a renewal of the unconditional acceptance of these General Terms and Conditions. Only Ketterhill patients are authorised to have Access to the Service. To be able to use the Service, the patient must have Internet access, the potential costs of which are borne by him or her.

Each user undertakes to provide Ketterhill with accurate information about his or her identity.

Users may need to observe certain technical restrictions to ensure the smooth technical running of the Service. Due to the constant technical evolution of the Internet in this area, these restrictions may change in the course of the fulfilment of these General Terms and Conditions. In general terms, the users are obliged to follow the technical directions provided on the Site to ensure optimal Access to the Site and use of the Service.

**3.B) ESTABLISHING ACCESS TO THE SERVICE** : the provider offers its patients the opportunity to subscribe to Access to the Service in every Ketterhill testing centre. Every patient can ask to subscribe to the Service at any time, for example when a Sample is taken. Subscription is requested using the form on the back of these terms and conditions, which staff give to the patient when asked by him or her. This service can be accessed through the website or through the Ketterhill mobile application, which is available from Apple Store and Play Store.

The patient takes note of these terms and conditions, initials each page and hand signs any clause in these General Terms and Conditions requiring express acceptance. The patient is free to complete and sign the aforementioned form and these General Terms and Conditions and return them to Ketterhill at his or her convenience. Subject to all of the information required being entered on this form, Ketterhill will respond by issuing the patient with his or her login. Using his or her login, the patient must then personalise his or her password the first time (s)he logs in to the Site. Ketterhill attributes a personal key (this is only required to access the results server via the Site) to each results Protocol, and communicates it to the patient by text message (sms) to the number provided by the patient in the form on the back of these terms and conditions.

The patient bears all of the risks associated with these text messages (sms). The patient expressly acknowledges that the sending of the login and the personal keys can never be entirely secure, meaning that Ketterthill cannot be held liable, under any circumstances, for a third party discovering this information, or therefore, for a third party accessing any element of the patient's medical record. The patient represents that they are have been made fully aware of the aforementioned risks, and accepts them as well as their potential direct or indirect consequences.

The patient will make sure to take any precautions that could help protect the confidentiality of his or her personal data, including deleting or destroying any mail or messages containing his or her personal keys from the internal and extended memory of his or her mobile or Terminal, whichever applies, immediately after receiving them. The patient represents that Ketterthill cannot be held liable, under any circumstances, for the interception of messages or mail containing his or her personal keys by any third party, nor for their reading by any third party, nor for the consequences of these messages or mails being forwarded by the patient to any other recipient, telephone or Terminal, nor for the consequences of the loss or theft of any cell phone or Terminal on which there might still be a trace of the patient's login, password or personal key.

Once the patient is in possession of his or her login, and a personal key, (s)he can log in to the Site at his or her convenience, or to the Ketterthill application, and download the results of his or her medical Tests, as well as his or her medical record, which will have been put online by Ketterthill immediately after these terms and conditions had been signed, subject to the usual checks and processing of the file.

**3.C) PRICE :** Ketterthill grants the patient access to the Service via the website or via the Ketterthill mobile application free of charge. Any change to this will be added in the form of an amendment to these General Terms and Conditions, to be signed jointly by the Parties.

The costs to the patient of logging in to the Service from a Terminal, as well as any costs of any kind associated with the supply of access to the Internet or associated with any Terminal used, shall be borne exclusively by the patient.

**3.D) LOGIN, PASSWORD AND KEY :** each user of the Service will be given a unique, permanent login, as well as a personal key for each results Protocol. Access to the Service by the User requires the use of the login, and a key provided by Ketterthill. Patients logging in to the Site for the first time will be required to change their password to guarantee Ketterthill that they will be the only person able to access his or her personal data. The user will choose their password, which should be confidential and such that the risk of a third party being able to guess or find it by any means is limited. With this in mind, the user shall refrain from choosing obvious common or proper nouns or his or her date of birth or that of a relative, and will opt for complex nouns made up of at least six characters, with a mixture of numerals, letters and special characters. The password is personal and confidential. The user will be the only person responsible for choosing and using his or her password, and undertakes to keep it secret and not to divulge it to any third party in any form whatsoever.

The personal key relating to each results Protocol is sent by text message (sms) in accordance with the provisions of article 3. B. of these terms and conditions. Each new personal key invalidates the previous one, meaning that only one valid key exists at any given time. Each personal key gives Access to the results Protocol concerned, as well as to previous results Protocols and any results of medical tests that might have been carried out by laboratories other than Ketterthill and been scanned and put online by the provider at the express request of the patient.

Ketterthill reserves the right to deny the patient use of the Service in the event that (s)he fails to meet his or her obligations arising implicitly or explicitly from these terms and conditions.

In general terms, the user will refrain from any direct or indirect action that might impede or put at risk the proper running of the Site.

**3. E) COOKIES :** in order to facilitate the login process for the patient and their use of the Site and the Service, and to enable Ketterthill to offer personalised services and improve the performance of the Site content, the user is informed that one or more cookies may have been placed in the live (RAM) memory of his or her Terminal. The use of the Site does not require cookies to be written to the hard drive or the ROM memory of the Terminal. The user is informed that (s)he can prevent cookies from being installed by changing his or her Internet browser settings. However, Ketterthill would not be able to guarantee Access to the Site and his or her use of the Site could be altered or even become impossible.

**ARTICLE 4 - PROTECTION OF PERSONAL DATA :** use of the Service involves putting the Patient's personal data online on the Site. The Patient expressly consents to his or her personal medical data being collected, and to the creation and placing online by Ketterthill of a computer file in which it is compiled.

As the Data Controllor, Ketterthill undertakes to use its best efforts to put technical and organisational measures in place to protect the user's personal data.

Ketterthill undertakes to comply with all the laws, regulations and other requirements in force in the Grand Duchy of Luxembourg, in particular in relation to Data protection, privacy protection, electronic storage, confidentiality and Personal Data, including the law of 30 May 2005 (on specific measures to protect the person in relation to the processing of personal data in the electronic communications sector) and the General Data Protection Regulation (EU Regulation 2016/679) on the protection of natural persons in relation to the processing of personal data and the free movement of this data.

#### The data collected are as follows

- Surname
- First name
- Date of birth
- Postal address
- Valid private mobile (GSM) number
- Landline telephone
- Email address
- Relationship with the patient (Legal guardian or representative)
- Browsing data
- Server log files

#### The data are collected for the following purposes :

- Subscription to the results server
- Communication of medical test results
- Electronic file management
- Service improvement
- Management of invoicing
- Login/browsing management
- Management and updating of the medical record
- Security of IT networks
- Sending of communications relating to Ketterthill
- Fulfilment of a legal obligation

The data collected can be shared by Ketterthill with its technical providers to the degree that this is strictly necessary to ensure the proper running of the results server. Ketterthill retains the data in the medical record for the data retention period prescribed by law (minimum of 10 years after the last action on the record). At the end of this period, the record will be completely destroyed, except in the event of an express request by the user or for the purposes of protecting the patient's vital interests (extendible by up to 50 years). Ketterthill undertakes that the data collected is appropriate, relevant and not excessive in relation to the intended purpose of processing. The personal data collected is only retained for the period of time that is necessary to fulfil the purpose of the data processing, unless the retention of this data is based on a legal requirement to which our operations are subject.

The patient's personal data will be kept strictly confidential except with the express authorisation of the user or when Ketterthill considers itself legally obliged to disclose it.

Pursuant to the provisions of the aforementioned laws, the user has a right to access, correct, transfer or restrict the processing of his or her data. The user can also, for legitimate reasons, object to the processing of data relating to him or her or make a complaint to the National Data Protection Commission (CNPD). Subject to the provision of valid proof of identity, the user can exercise his or her rights by contacting Ketterthill by registered mail with notice of receipt to the following address: "**Laboratoire KETTERTHILL ; Data protection ; PO Box 8 ; L-4401 Belvaux**" or at the following email address : [dataprotection@ketterthill.lu](mailto:dataprotection@ketterthill.lu).

The user represents that (s)he is fully aware of the characteristics, risks and requirements associated with the provider putting his or her personal data online on the Internet. In particular, (s)he acknowledges that it is impossible to guarantee that his or her data are 100% secure.

Ketterthill cannot be held liable for any incidents that may arise from this transmission, in particular the downloading of the .pdf file containing the user's personal medical data. Ketterthill's responsibility is limited to the use of all of the means at its disposal to guarantee the security of the user's personal data.

The user remains solely responsible for the protection of computer files containing his or her personal data that (s)he has downloaded on his or her Terminal via the Site or the Ketterthill mobile application.

#### ARTICLE 5 - WARRANTY :

**5.A) PROVIDER'S WARRANTY :** Ketterthill will strive to ensure that as far as possible, the Service remains accessible 24 hours a day, 7 days a week, but is not under any obligation to achieve this. Ketterthill still reserves the right to interrupt access, for example for maintenance or updates, or for any other reason, particularly of a technical nature. Ketterthill is not under any circumstances liable for these interruptions and the consequences that may arise for the user or any third party. Ketterthill can terminate or modify the characteristics of the Service at any time and without notice.

Furthermore, the user represents and warrants that (s)he is fully aware of the nature and constraints of the Internet, and in particular of the relative technical reliability of the transmission of data and information on the Internet, given that the latter move around diverse networks with differing technical characteristics and capacities that at times may disrupt access or make it impossible. The user accepts the fact that neither Ketterthill nor its employees or agents can, under any circumstances, be held liable for any material and/or non-material and/ or direct or indirect damage and/or loss of any kind and/or arising from the use or impossibility of use of the Service. Therefore, Ketterthill is not liable, under any circumstances, for the following (this list is not exhaustive) :

- the content of the Service being used or in general terms, any information and/or data disseminated via the Service being used,
- the functioning of software,
- the transmission of any data and/or information on the Internet,
- any event of force majeure in accordance with the interpretation of the courts of Luxembourg,
- in the event of the interruption of access networks or networks accessible via [www.ketterthill.lu](http://www.ketterthill.lu)
- in the event of a failure of the receiving equipment or telephone lines,
- in the event of loss of data and/or transactions effected through the Site, including, but not limited to, any loss of profit, interruption of business, data losses or other loss of any kind whatsoever to the patient.

Furthermore, any file or document downloaded and/or obtained by any means whatsoever during use of the Site and more particularly the Service, is downloaded at the user's risk and the user expressly acknowledges that Ketterthill cannot, under any circumstances, be held liable in particular for damage or loss of data suffered in particular at the point of their Terminal.

The user shall be liable to Ketterthill and to any third party for any direct and/or indirect material and/or non-material damage and/or loss of any kind whatsoever caused directly or indirectly by the user (in particular by piracy, hacking or the uploading of a virus or any constituent pieces of computer code of worms, Trojans or spyware) whilst using or through the use of the Service. Ketterthill does not accept any liability in the event that the Service is used in a manner not in accordance with these terms and conditions.

It is up to the user to take every appropriate measure to protect his or her own data and/or software from being contaminated by potential viruses circulating on the Internet network, in particular by subscribing to and regularly updating anti-virus and anti-spyware software as well as any other computer programmes that might improve their data and software protection, both on- and offline. Ketterthill reserves the right to take legal action and to be fully compensated by the patient for any actual harm it suffers as a result of any attack on the integrity or confidentiality of the Site or the personal data that is accessible on the Site, arising from a failure to protect the patient's Terminal against viruses, spyware, Trojan horses, worms or any other pieces of similar computer code, including those which might not be harmful on their own.

**5.B) USER WARRANTY:** the user indemnifies Ketterthill against all consequences, in particular financial, any application and/or any claim by the patient, his or her beneficiaries or any other person connected to him or her, arising from the use or impossibility of use of the Service. The user shall indemnify Ketterthill and keep it indemnified at all times and at first demand against any action, procedure, claim, demand, legal fees, experts' fees, taxes, awards and damages of any origin, be it direct or indirect, and any advances made, that are linked to the user's non-compliance with any of the undertakings set out in these terms and conditions and/or with the use of the service.

**ARTICLE 6 - INTELLECTUAL PROPERTY - COPYRIGHT - RELATED RIGHTS:** Ketterthill is the exclusive holder of all intellectual property rights on the Site and the Ketterthill mobile application or has regularly acquired the rights allowing it to operate the structure and content of the Site, without restriction. Ketterthill grants the user the right to use the Site, the Ketterthill mobile application and the Service for his or her needs, excluding any lucrative use.

Subject to the rights granted to the user above, it is forbidden to copy, reproduce, represent, change or exploit the structure and the content of the Service and the Site in part or in whole, in any way and for any purpose whatsoever. Any downloading that is not expressly permitted is strictly prohibited. The discovery of any improper download could lead to Ketterthill and/or any third party concerned imposing whatever sanctions may be appropriate, particularly if its intellectual property rights have been infringed.

**ARTICLE 7 - CONTRACT DURATION / TERMINATION:** these General Terms and Conditions constitute a contract concluded for a period of 1 (one) year, coming into effect when they are signed and automatically renewable by tacit consent unless terminated by one of the Parties.

**7.A) TERMINATION:** each of the Parties is free to notify the other Party of his or her intention to terminate his or her agreement to these General Terms and Conditions (either by de-subscribing online on the Site, or by registered mail with notice of receipt to the Party's address as shown at the top of these terms and conditions), giving eight (8) working days' notice from the date that the registered letter is received, as stated on the notice of receipt.

Any failure to accept the General Terms and Conditions shown on the Site, that is any click on the "refuse" button instead of the "login" button when said Terms and Conditions are displayed online on the Terminal, will result in the immediate termination of the patient's Access to the Service, without notice. The patient remains free to then make a new request to access the Service, using a new form duly completed and signed, as well as by signing a new copy of these General Terms and Conditions.

**7.B) FORCE MAJEURE:** neither of the two Parties can be held liable to the other Party for non-fulfilment or delays in fulfilment of an obligation in these General

Terms and Conditions that would be due to the other Party following the occurrence of a force majeure event in accordance with its usual interpretation by the Luxembourg Courts. An event of force majeure has the effect of suspending obligations created by these General Terms and Conditions for as long as it continues.

**7.C) EFFECTS OF TERMINATION :** the termination of these General Terms and Conditions brings to an end immediately the Parties' reciprocal obligations, subject to the notice period stated in article 7. A of these General Terms and Conditions and subject to the effective taking offline of the patient's personal data. Any termination of these General Terms and Conditions also results in the following:

- **for the user :** the loss of Access to the Service, until the signing of a new copy of these General Terms and Conditions;
- **for the provider :** the obligation to delete the patient's user name, password and access key, as well as the obligation to take the patient's personal details offline until a new copy of these General Terms and Conditions is signed.

**ARTICLE 8 - GENERAL PROVISIONS :** the patient attests and certifies that (s)he is signing this document in his or her own name and without using the identity of any other individual.

These General Terms and Conditions are legally effective between the Parties in every aspect, and replace any other pre-existing agreement. The Parties expressly undertake to fulfil the obligations attributed to them by these General Terms and Conditions in good faith.

These General Terms and Conditions consist inseparably of their Preamble, Articles and potential Annexes. The clauses that appear in each of its sections all have equal value and bind the Parties with the same force. The structure used to draft these General Terms and Conditions purely reflects a desire to make them more legible and so no particular significance should be attached to it.

The nullity of one clause pursuant to a legal judgement, a law, a regulation or any other higher standard in no way affects the validity of the other clauses.

All correspondence for the attention of the Ketterthill medical testing laboratory should be addressed to: "Laboratoire KETTERTHILL ; Administrative department ; PO Box 8 ; L-4401 BELVAUX

**ARTICLE 9 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES:** These General Terms and Conditions are subject to Luxembourg law in every aspect, and in particular to all of the laws, regulations and other requirements that apply to the Grand Duchy of Luxembourg, in particular in relation to Data protection, the protection of privacy, electronic storage, confidentiality and Personal Data, including the General Data Protection Regulation (EU Regulation 2016/679) on the protection of natural persons in relation to the processing of personal data and the free movement of this data.

Any disputes arising from the interpretation, fulfilment, non-fulfilment or consequences and effects of these General Terms and Conditions will be settled amicably between the Parties according to the principles of good faith.

The Parties agree to disregard the location of the server(s) supporting the Site, and agree jointly that any dispute arising from the General Terms and Conditions or relating thereto or that might arise from the validity, interpretation or fulfilment of the General Terms and Conditions which cannot be resolved according to the principal set out in the previous paragraph, will be decided definitively by the Courts of and in Luxembourg city.

Concluded in Luxembourg on \_\_\_\_\_

\_\_\_\_\_  
Patient's signature

**By signing these General Terms and Conditions, the patient expressly acknowledges that (s)he has accepted all of the clauses contained therein.**

**By signing these General Terms and Conditions, the patient expressly acknowledges that (s)he has accepted articles 1, 3, 5, 7 and 9 thereof in particular.**

Ketterthill Laboratories strives to protect your personal data. For more information about how your personal data is handled, please consult the "data protection" section of our website at [www.ketterthill.lu](http://www.ketterthill.lu).