



Terms and Conditions of Use

Lab Hazir is a facilitator that provides laboratory testing services to those individuals who choose to be on Lab Hazir website application. When any user decides to avail any Service, it is subject to the user agreeing to be bound by the following terms & conditions:

01) Changes to Terms & Conditions

Lab Hazir reserves the right to make updates or changes to the Terms & Conditions at any time as deemed necessary. The updated Terms & Conditions shall be effective immediately once uploaded. Latest uploaded terms and conditions shall be considered a public notice to all the users and thereafter Continuous use of the website following any changes would be reckoned as acceptance and acknowledgement to the updated Terms & Conditions.

02) Patient / Physician / Healthcare Service Provider Relationship Disclosure

Mere usage of this website will not be considered as an agreement to form a relationship as of between a doctor and patient. We shall assume no such relationship; the service shall remain limited to provide a test result conducted upon customer's request on his own free will and that we will not diagnose or provide any medical attention except for providing laboratory results.

No relationship as mentioned above shall be created by using the content, whether such content is provided by or through the use of the services or through any other communications from Lab Hazir including, blog, official social channels, emails or text messages links to other sites or any assistance we may provide to help you find an appropriate Laboratory.

We have no control over any Healthcare Service Provider (HSP) (Laboratory) and therefore cannot guarantee the availability of the same at any particular time. We will not be liable for cancelled or otherwise unsatisfied appointments, or any injury resulting therefrom, or for any other injury resulting or arising from or related to the use of the Site or Services whatsoever.

You are strongly advised to perform your own investigation prior to selecting a HSP (Laboratory) by contacting the appropriate licensing or certified authorities to verify listed credentials and education, and to further verify information about a particular HSP (Laboratory) by confirming with the Healthcare Provider's office and/or the authority relevant to the HSP (Laboratory).

Lab Hazir also works with other Online Healthcare Solution Providers (OHSP) to provide timely and appropriate response to the clients requiring laboratory facility. OHSP's are independent healthcare providers that provide oversight services to you in connection with the laboratory testing that you may request. OHSP and their services are independent from Lab Hazir. By using this website, you agree that you accept the OHSP individual terms if any.

03) Medical Consultation

You acknowledge and agree that a lab test purchased through Lab Hazir would not be tantamount to a medical advice. Your test results are not a diagnosis, treatment or cure for a disease. You should understand results from the lab are not free from error and cannot be considered as absolutely accurate neither are they any clinical prescription/advice. You must take the results to your physician or another medical professional for further diagnosis and treatment, if required.



04) Medical Emergencies

NOTE: if you are experiencing a medical emergency, call Emergency Response Services immediately. Lab Hazir does not provide or facilitate emergency services.

Furthermore, Lab Hazir does not provide professional medical assistance or a diagnosis based on test results or symptoms. Individuals with any health conditions requiring medical attention should immediately consult with a physician or medical professional.

05) Confidentiality

Lab Hazir will follow self-designed guidelines. All medical records or other health identifying information will be kept confidential whether collected electronically or orally. If user has authorized the disclosure of their health information to someone who is not legally required to keep it confidential, it may no longer be protected by federal and provincial confidentiality laws. In order to facilitate testing and provide results, the user hereby gives consent / authorization to Lab Hazir to access all information regarding their testing.

06) Reportable Testing Disclosure

You acknowledge and accept that the testing laboratory and Lab Hazir may be legally mandated to report any abnormal or positive test results to the local health department in your jurisdiction. Such kind of information is sometimes required by the Government such as in the case of COVID-19.

07) Refund Policy

To cancel your order, you must submit your request by calling Lab Hazir or submitting your request via email to finance@labhazir.com. Please allow 24-72 hours for us to process your request.

Refund Policy: For orders not redeemed at the laboratory.

- 07.1 Payments for Home Collection Samples testing orders (including medical consultation fees) are nonrefundable, non-transferable, and cannot be substituted for other types of testing.
- 07.2 For all other testing, from the date of payment until 90 days, a full refund to the original form of payment.
- 07.3 After 90 days until 1 year from the date of payment, a credit for further testing is available. This credit is not transferrable and must be used prior to 1 year of the initial order date.
- 07.4 Orders which are more than 1-year-old are considered void, may not be redeemed for service and are no longer applicable for refunds or credits of any kind.

08) General Informed Consent for use of Lab Hazir Services

I agree to receive the services provided by Lab Hazir such as ordering laboratory tests ("Tests"), including, without limitation, ordering of Tests, test review services, testing, receipt of Test results ("Results"), pathologist consultations ("Consults"), any customer support or counseling and any other related services or its service providers and partners (the "Services").

I acknowledge and agree to the following:



- 08.1 I am the individual who will provide the sample for the Test(s) that I am ordering.
- 08.2 I am at least eighteen (18) years of age.
- 08.3 I have read and understand the information provided about the Test(s) that I am requesting at the website application where I am requesting the Test(s).
- 08.4 In order to utilize the Services, I must provide an appropriate sample for the Test(s), which may include blood, urine, saliva, or other sample type.
- 08.5 The information I have provided in connection with the Services is correct to the best of my knowledge. I will not hold Lab Hazir responsible for any errors or omissions that I may have made in providing such information.
- 08.6 My health information and results may be shared with other OHSP, including physicians, and counselors for purposes of providing care to me.
- 08.7 The Services do not constitute treatment or diagnosis of any condition, disease or illness, except for Consults for Treatment Conditions as described below.
- 08.8 While laboratories implement safeguards to avoid errors, as with all laboratory tests, there is a chance of a false positive or false negative result.
- 08.9 I agree to contact the Lab Hazir if I do not receive results within 4 weeks after I provided a sample at the laboratory.
- 08.10 I am responsible for logging on to my account to view my results when available.
- 08.11 If I receive an abnormal result, I understand that I should not delay following up with my personal physician.
- 08.12 I will not make medical decisions without consulting a HSP.
- 08.13 If I receive an abnormal result on certain disease Tests, my name and result will be disclosed to relevant health agency.
- 08.14 If I receive an abnormal result on an STD Test, it is important that I notify my sexual partner and follow up with my personal physician to receive treatment.

I understand that Services are delivered by Lab Hazir and HSP (Laboratory) who are not in the same geographical location as I am, using electronic communications, information technology, or other means, including the electronic transmission of personal health information.

I also understand that:

- I may need to visit HSP (Laboratory) in-person for diagnosis, treatment, and care.
- There are potential risks associated with the use of technology, including disruptions, loss of data, and technical difficulties.
- I understand that if I have any questions before or after my Test, I can contact Lab Hazir or Laboratory by calling or emailing.

I authorize Lab Hazir to use the email address and phone number I provided in connection with my account at the time I purchased of Test(s) (or that I updated by contacting Lab Hazir as described below) to contact me in connection with the Services. I am responsible for contacting Lab Hazir by calling or emailing registration@labhazir.com to notify them of any changes to my mailing address, email address, phone number, or other information that I provided in connection with the Services.

I understand that testing is voluntary and that I may withdraw my consent to testing at any time prior to the completion of the Test(s) by contacting Lab Hazir by calling or emailing customercare@labhazir.com.



09) Data Authorization

I specifically authorize the transfer and release of my information as described herein when seeking and purchasing the Services, including my lab test results and other identifiable health information, submitted by me or about me in connection with the Services, to, between and among myself and the following individuals, organizations and their representatives: (a) Lab Hazir through which I purchased the applicable laboratory test and its affiliates, their staff and agents; (b) OHSP and its affiliates, and their staff, agents, and health care providers, including physicians, and (c) the laboratory conducting the laboratory testing services to facilitate and execute the Services requested by me or performed with my consent (including receiving, reviewing and approving a laboratory request; reviewing, processing and delivering the laboratory test value(s)/result(s)), and as required.

I understand that I have the right to refuse to agree to this authorization in which case my refusal may affect the Services provided to me. When my information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the recipient and may no longer be protected by privacy laws. I have the right to revoke this authorization in writing at any time, except that the revocation will not apply to any information already disclosed by the parties referenced in this authorization. This authorization will expire ten (25) years from the date of signature. My handwritten revocation must be submitted to Lab Hazir.

I have read this Informed Consent carefully, and all my questions were answered to my satisfaction. I hereby consent to participate in the Services, including the performance of the Test(s) that I have ordered and the Consult, pursuant to the terms, conditions, standards, and requirements set forth herein, in the Lab Hazir Terms of Use.

By purchasing a blood test antibody, antigen or viral DNA, you agree to the following:

I have been informed that the tests can produce false positive and false negative results. Also, I have been informed that when results warrant, additional reflexive testing shall be performed as outlined in the test descriptions or results report of the Laboratory or recommendation of the respective authority. Reflexive testing reduces but does not eliminate the possibility of a false positive result.

I have been informed of the estimated detection periods for each test. I understand that testing at a time earlier than the estimated detection period may reduce the accuracy of my test results. I have been informed that all detection periods are an estimate based on currently available information and neither Lab Hazir nor the performing laboratory can make any guarantees as to the accuracy of test results. It is the recommendation of Lab Hazir that all test results be confirmed by a licensed doctor or medical professional before any diagnosis, either positive or negative, is made.

10) PAYMENT

You agree to pay all fees or charges in accordance with the fees, charges due and payable. You hereby authorize Lab Hazir to immediately invoice your credit card or any other payment account and/or payment methods provided for any and all fees and charges due and payable and agree that no additional notice or consent is required by Lab Hazir.

Lab Hazir's fees or charges are without any applicable taxes and you will be responsible for payment of any and all such taxes and any related penalties applicable if subject to such taxes in any applicable jurisdiction. You agree to indemnify Lab Hazir for any liability or expense incurred in connection with any such taxes. Unless otherwise agreed to by Lab Hazir in writing, all fees paid are non-refundable. Your credit card information and other financial data needed to process your payment are collected and stored by third party payment processors, and we may collect some information. The use of your data by any such third party payment processors is subject to their privacy policies. Lab Hazir reserves the right, without notice, to modify, change, terminate, or suspend service for a subscription plan you are on if, for any reason, payment for such plan is not made or cannot be processed on the due date.



11) FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform any obligation under these Terms which is due to an event beyond the reasonable control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the Terms.

12) Links to Other Websites.

The Website may contain links to third party Websites. Lab Hazir is not responsible for the content of such third party Websites, including Websites framed within the Website. If you elect to use such third party Websites, your use is at your own risk and is subject to the terms and conditions of use for such Websites.

13) Limitation of Liability

In no event will Lab Hazir or its affiliates and their respective officers, directors, employees, agents, partners, licensors, physicians, healthcare providers or service providers be liable to you for any indirect, incidental, consequential, or special damages, whether based in contract, tort, strict liability, or otherwise arising out of or in any way connected with access to or use of website or the services, even if Lab Hazir has been advised of the possibility of such damages.

In no event shall the total liability of Lab Hazir and its affiliates and their respective officers, directors, employees, agents, partners, licensors, physicians, healthcare providers and service providers arising in connection with or under these terms exceed Rs 1,000/= You agree that any claim or cause of action arising under these terms or the performance or non-performance of the website or services must be brought within one (1) year after such claim or cause of action arises, or be forever barred.

14) Copyright

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Lab Hazir or its content suppliers and protected by the international copyright laws. The compilation of all content on this site is the exclusive property of Lab Hazir and protected by international copyright laws. All software used on this site is the property of Lab Hazir or its software suppliers and protected by the international copyright laws.

15) Disclaimer of Warranties and Limitation of Liability

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While efforts are made to assure that the information provided on the Lab Hazir website, e-newsletters, press releases or any other communication and all its subsidiary pages, is correct and representative of real fact, this site, and all its subsidiary pages, are not explicitly or implicitly warranted or represented



to be free of errors, omissions, or inaccuracies. Use the information provided on this site entirely at your own risk.

Lab Hazir may provide links to third parties on our website in efforts to increase value to our customers. Lab Hazir has no control over any website, information, or materials accessed by these links, nor does the inclusion of a link indicate an endorsement by Lab Hazir. You assume all risks for any services, information, or materials you access by following any links on the website. Nevertheless, we value our customers' security and periodically monitor said links to ensure we are providing the safest and most complete experience for users of the Lab Hazir website.

16) No Patent or Trademark License.

Nothing herein shall be construed as granting or conferring upon a Party hereunder, expressly, impliedly, or otherwise, any licenses or other rights under any patents, trademarks or any other intellectual and/or proprietary rights which the other Party hereunder now owns or may hereafter acquire.

17) Integration.

This Agreement supersedes all previous oral and written agreements, if any, among the Parties regarding confidentiality of information disclosed in connection with the Discussions

18) Legally Required Disclosure.

If the receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the receiving Party will provide the disclosing Party with prompt written notice so the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or the disclosing Party waives compliance with the provisions of this Agreement, the receiving Party will furnish only that Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

19) Dispute Resolution

Any dispute arising in connection with this Agreement, shall be settled by the Customer and the Service provider, failing which the same shall be referred to Arbitration under the Arbitration Act, 1940, and a single Arbitrator shall be appointed by mutual consent of the Parties. The venue of arbitration shall be Islamabad/Lahore. The decision of the Arbitrator shall be final and binding upon the Parties. The Arbitration proceedings initiated shall be concluded within 03 (three) months of such reference, failing which the courts of Lahore shall have jurisdiction over any matter arising out of or in connection with this Agreement or the Franchise

20) Governing Law

This Agreement will be governed by and construed in accordance with the laws of Pakistan. Any dispute arising out of or in connection with these this Agreement, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of Pakistan.