|  |
| --- |
| **PRIVACY POLICY AND TERMS OF USE** |
| Please read these legal terms of use before using the “Guardians of Health” app, offering any information, and/or accessing or downloading any information from this application. |
| By accessing or using the “Guardians of Health” app, you automatically agree to the terms and conditions set out in the “Terms of Use” section. |
| These terms establish a binding agreement between you and the “Guardians of Health” application, covering all accesses and uses of this application, including the use of any information, data, tool, product and service, among other contents provided by this application. |
| By using this application, you automatically acknowledge and agree to the following terms and conditions: |
| **1. LEGAL COMPLIANCE:** |
| Registered users must only access the “Guardians of Health” app for legal and health-related purposes; |
| Users hereby agree to use the application only for the respective purposes and in due compliance with this term and related laws, as well as any other standards applicable in Brazil; |
| This application may not be accessed in territories in which its contents are considered to be illegal. Those who choose to access this site from other locations shall do so at their sole discretion, undertaking full liability for complying with applicable local laws. Application materials must not be used or exported in violation of Brazilian laws. Any pending issue regarding such materials shall be settled based upon Brazilian law. |
| Unauthorized modifications of this site’s contents are expressly prohibited. |
| **2. USE RESTRICTIONS:** |
| This application may only be used by individuals over the age of 13 (thirteen). |
| **3. CONTENT LIABILITY:** |
| The institutions and developers of the “Guardians of Health” app may not be held liable for either legal or illegal contents of any information eventually shared among its respective users, via social networks, or provided to the “Guardians of Health” application. |
| Comments eventually shared by users in social networks do not represent the opinion of the institutions responsible for the project. Users are responsible for the contents of their respective messages and comments. |
| The user hereby undertakes sole liability for their own conduct and the accuracy of information provided when using this service, liable for all consequences arising from the intentional disclosure of inaccurate data. |
| The user hereby agrees not to publish, send, distribute or otherwise disclose contents of information of defamatory, obscene or illegal nature when using the “Guardians of Health” application, including information exclusively belonging to other individuals or corporations, as well as trademarks or copyrighted information, without express authorization by the respective owners of such rights; |
| No one else may use the “Guardians of Health” application on your behalf. You are responsible for all application contents generated by unauthorized users under your profile, even with your permission. This rule does not apply in case of application security breaches or other related issues. |
| **4. CONTENT ACCESSIBILITY:** |
| The “Guardians of Health” app team does not guarantee that this application will be partially or fully functional outside of Brazilian territory. You may choose to access the Webapp and the application from foreign locations at your own risk. You are responsible for complying with local laws, specifically agreeing to abide by all applicable laws regarding the transmission of technical data exported from the respective location. |
| **5. INTELLECTUAL PROPERTY:** |
| The Ministry of Health, Departments of Health involved and partner institutions hold due copyrights over all contents produced and presented in this application. This premise does not apply to information classified as Public Domain or Public Utility. The copyrights of all other trademarks, brands, names and logos shown in the application are held by its respective owners. |
| The “Guardians of Health” app is an open-source software and its use by third parties is subject to international license terms: http://opensource.org/licenses/gpl-3.0 GNU General Public License, version 3 (GPL-3.0). All rights regarding the use of contents and reports generated by the Webapp and the application are hereby assigned by the developers, particularly those arising from the license terms: http://creativecommons.org/licenses/by-nc/4.0/ Creative Commons - Atribuição-Não Comercial 4.0 Internacional http://creativecommons.org.br/as-licencas/attachment/by-nc/. |
| Only specific information disclosed by healthcare services must be deemed official information for public disclosure. Despite the team’s efforts to ensure the quality, timeliness and authenticity of information, no information provided in the “Guardians of Health” application may be deemed official information for public disclosure. The data collected through the “Guardians of Health” application originates from users who voluntarily shared such information, and may be subject to changes due to such users’ ability to access mobile devices or personal computers with minimum technological specifications. |
| Therefore, the information generated under this strategy may be insufficient to statistically portray actual epidemiological patterns in certain locations and periods of time. Recreational or public utility information provided in the application may eventually be inaccurate or outdated. Users are recommended to confirm such information in case of emergency or any other situation of risk regarding their health or integrity. |
| **6. RULES, REGULATIONS, RIGHTS AND DUTIES:** |
| The “Guardians of Health” application team policy is to comply with all applicable laws and regulations. In the event any provision set out in this Term of Use conflicts with any applicable laws or regulations, the latter shall prevail over the former. |
| This Term of Use and the “Guardians of Health” application’s use shall be governed and interpreted as per Brazilian laws, notwithstanding eventual conflict-of-law regulations. In the event of conflicts between foreign and Brazilian regulations, rules and laws, Brazilian regulations, rules and laws shall prevail. |
| The “Guardians of Health” application may eventually monitor, review and restrict access to any area from which users transmit information, in addition to removing or restricting the access to such information or notifications. Please contact us at contato@guardioesdasaude.org in case of any doubts or questions regarding the “Guardians of Health” application. |
| **7. USE OF CONTRIBUTIONS:** |
| Upon submitting a written contribution or posting information in the “Guardians of Health” application, you automatically grant a permanent and royalty-free license for such application, and any successor organization, to publish such contributions in the “Guardians of Health” app, as well as disclosing such information in an aggregated manner (never identifying users) to other communication media, as well as discussing or referencing such information in any publications related to the “Guardians of Health” application. |
| Moreover, you agree that the “Guardians of Health” application is entitled to edit, delete or add any contribution to the texts of other contributions, at the sole discretion of the application development team. |
| **8. ASSURANCE OF PRIVACY AND CONFIDENTIALITY:** |
| The privacy and confidentiality of all information provided by users in the “Guardians of Health” application is hereby guaranteed, and any access to such information must abide by the regulations set out in the Brazilian Access to Information Act. |
| We reserve the right to use such information for internal purposes, in which case your contributions will be attributed to your email address and anonymized for all data analysis purposes. |
| Moreover, in order to fulfill the primary purpose of the application, which is to identify groups of individuals with symptoms, the information regarding your health conditions shall be geolocated through your device’s GPS feature.” |
| The “Guardians of Health” application, its collaborators and users, including public agencies and NGOs, rely on the app’s users to ensure the accuracy and truthfulness of contributions. The team may not be held liable for errors or mistakes in any submission. False information deliberately submitted by users may constitute criminal offenses and shall be notified to competent authorities accordingly. |
| **9. “GUARDIANS OF HEALTH"APP UPDATES:** |
| This application and its Terms of Use are subject to changes. Except when otherwise expressly indicated, your use of the Webapp and the application automatically entails due acceptance and agreement with the respective Terms of Use every time you access the “Guardians of Health” application. Stay tuned to new updates and, in case of doubts, the Terms of Use are always available for access and agreement or rejection. |
| **10. LIABILITY FOR ACTIONS BASED ON CONTENTS:** |
| The “Guardians of Health” application may not be held liable for any personal/property losses and/or damages arising from the use of any idea, content, instruction, method, product or procedure provided herein. |
| Under no circumstances may the professionals involved in the development or management of this application be held liable for any of your decisions or actions based on such contents. |
| In the event of threats or any other situation of risk regarding your health or integrity, always seek out valid and updated instructions provide by local public healthcare services. |
| **11. LIABILITY FOR TECHNOLOGICAL ISSUES:** |
| Any content or section of the “Guardians of Health” application may be eventually unavailable or not functioning properly at any time. Despite our reasonable efforts to prevent technological issues, problems of several different natures may occur at any moment, including virus, harmful programming routines, or device-end problems. |
| The Webapp and application are provided “as-is” and “as-available”. Notwithstanding the general announcement, we cannot guarantee the unabridged availability, integrity, timeliness, reliability, sequencing or delivery speed of this application or any of its contents. |
| The “Guardians of Health” application may not be held liable for any damages or losses arising from performance or lack thereof regarding any part of this application. The “Guardians of Health” application may not be held liable for any defects, delays or errors arising from the use of this application. |
| The use of all “Guardians of Health” features requires users to access the Internet via Wi-Fi or cable connections. The lack of such requirement may restrict the use of the application and its entire potential. Therefore, the “Guardians of Health” application team may not be held liable for such eventual restrictions. |
| This disclaimer applies to all damages or losses, including those arising from any performance failure, error, omission, interruption, removal, defect, delayed operation or transmission, computer virus, communication failure, theft, destruction or unauthorized access, modification or use of any goods, either due to contractual violations, illegal activities, negligence or any other course of action. |
| **12. LIABILITY FOR THIRD-PARTY INFORMATION:** |
| The provision of links and references to other websites, publications or sources of information via the Webapp and the application does not entail any endorsement of such websites and sources by the “Guardians of Health” application, its agents or representatives. The “Guardians of Health” application team cannot attest to the quality, content and accuracy of information, services or produced eventually offered in such sources, specifically disclaiming any liability for implicit or express guarantees regarding marketability or adequacy under any private use, application or purpose. |
| **13. FINAL CONSIDERATIONS** |
| Access to this service entails express and unabridged acceptance of the aforementioned Terms of Use. By agreeing to these terms, you hereby grant a permanent and royalty-free license for the “Guardians of Health” application, the Brazilian Ministry of Health and any eventually successors to publish such contributions in an aggregated manner, within the respective application, as well as disclosing such information to related public health surveillance services. Moreover, you agree that the “Guardians of Health” application is entitled to edit, or delete any of your contributions, at the sole discretion of the application development team. |