

TERMS AND CONDITIONS OF USE of the COVID Tracker App- Behavioural Research Trial

01 June 2020

1 Scope and purpose

- 1.1 These Terms and Conditions of Use govern the acquisition and use of the Health Service Executive ('HSE') COVID Tracker application ('app') by trial participants during the Behavioural Research Trial ('trial') and form an integral part thereof.
- 1.2 The app is voluntary to use and the legal basis for the processing of personal data by the app is based on consent.
- 1.3 The trial is designed to trial and evaluate the app system with a view to its definitive introduction. To be trialled and evaluated in particular are usability and the comprehensibility of information for trial participants and for experts with access rights.
- 1.4 The purpose of the app is as a pandemic response tool, including:
 - a. Purpose 1: To support the national public health response to COVID-19 by
 - i. Enhancing the existing HSE contact tracing operation
 - ii. Monitoring and mapping the spread of COVID-19 symptoms
 - iii. The app is being developed because using mobile technology can improve the speed and accuracy of manual contact tracing. With mobile technology, contact tracing teams will no longer have to solely rely on a person who has COVID-19 to remember everyone they were in contact with. The app will allow people in close contact with a COVID-19 case to be notified faster, helping us stay ahead of the virus and save lives. Anonymous daily symptom information can be used by public health teams to predict outbreaks and to provide support to manage the risk of outbreaks.
 - b. Purpose 2: To support members of the public during the COVID-19 crisis by
 - i. Providing COVID-19 related news, information, and national updates on the app
 - ii. Storing a personal record of symptoms on the app

2 Conditions of access and use

- 2.1 During the trial, the population of possible trial participants will consist solely of members of a Research panel administered by ESRI for this Behavioural Research Trial wishing to help improve the quality of the system.
- 2.2 The HSE will make available to these trial participants, the necessary information and the technical access enabling trial participants to download the app.
- 2.3 The installation of the app on a mobile phone and the employment thereof is voluntary for trial participants.
- 2.4 By accessing the app, the trial participant declares that he or she has understood and accepted the following conditions and legal information relating to the app (and the elements contained therein). If the trial participant does not agree to these conditions, then the app is not to be used.

3 Functions of the app

- 3.1 The activation of Exposure Notification Services (ENS), is **NOT** required for the operation of the app and participation in the trial.
- 3.2 For the purpose and duration of the trial, ENS, which is used to support proximity detection and contact tracing, will not be in use.
- 3.3 Testing and evaluating ENS is not part of the trial objectives.
- 3.4 The app will **not** notify a trial participant of being a close contact via ENS or in any other way.
- 3.5 The trial participants can add their phone number to the app, which will not leave the device.
- 3.6 Trial participants will enter a code which will be used to determine the version of the app presented as part of the behavioural trial.
- 3.7 The app also communicates behavioural recommendations based on trial participant inputs, to assess trial participant understanding and behavioural response to the content in the app.
- 3.8 All parties are informed that they are operating in a simulated trial environment and that information provided is for trial purposes only and does not constitute health advice or recommendation of behaviour.
- 3.9 The app does not track the trial participant's location or use geolocation services.
- 3.10 The app cannot perform a medical assessment or issue health related advice or guidance (e.g. quarantine).

4 Trial Participant Duties of Care

- 4.1 Trial participants are responsible for technical access to the app.
- 4.2 Trial participants are required to take the necessary security measures to protect their own devices against unauthorised access by third parties and against malware.
- 4.3 Trial participants' attention is hereby drawn to the security risks associated with use of the internet and of internet technologies.
- 4.4 Trial participants are required to keep the app updated. There is no entitlement to use a specific version of the software.
- 4.5 Trial participants are required to check any data they enter for completeness and correctness.
- 4.6 When using the app, Trial participants are responsible for complying with applicable legal provisions and the Terms and Conditions of Use.

5 Liability & Warranty

- 5.1 While the HSE takes every care to ensure the correctness of the information, content and communications published in the app, it makes no warranty as to the correctness, accuracy, currency or reliability thereof, and trial participants recognise that the information conveyed through the app during the trial is for simulation purposes only.
- 5.2 The HSE expressly reserves the right, at any time, without prior notice, to partly or completely alter, delete or temporarily not publish information and content.
- 5.3 To the extent permitted by law, any claims for liability against the HSE due to material or immaterial damage, including consequential damage, arising for example from access to, use or non-use of the app and the associated information, content and communications, from misuse of the connection, from technical faults, or from infringement of the trial participants' duties of care, are hereby excluded.

- 5.4 The trial participant is responsible for and assumes the risks of any action or behaviour undertaken on account of information, content or communications in the app, e.g. self-isolation/quarantine. The HSE will not be liable under any circumstances for any resultant damage.
- 5.5 To the extent permitted by law, liability for associates and third parties is excluded.
- 5.6 The HSE assumes no responsibility and makes no warranty that the functions and use of the app will be permanently and continuously available and free of errors or faults, that errors will be rectified, or that the servers will be free of viruses or other harmful elements.
- 5.7 The HSE is entitled to discontinue use of the app at any time.
- 5.8 The HSE is not responsible for references and links to third-party websites. The HSE assumes no liability for the continued existence, content or correctness of such information. Access to and use of such websites is at the trial participant's own risk. The HSE explicitly states that it has no influence on the design, content or offerings of linked-to pages. Responsibility for information and services provided by linked-to websites lies entirely with the third party in question.
- 5.9 No responsibility whatsoever is accepted for such websites.

6 Data Protection

All trial participants have been fully informed and have provided consent to participate in the trial. The Data Protection Information Notice can be found here <https://www2.hse.ie/!CYP7P>.

7 Termination of Use

- 7.1 Use of the app can be terminated by the trial participant at any time by deleting/uninstalling it from the mobile phone.
- 7.2 When the trial has been completed, the trial admin will request trial participants to uninstall the app from their mobile phone themselves.
- 7.3 The trial participants agree that they will uninstall the app once the trial has completed.

8 Copyright

- 8.1 Copyright: HSE, 01/06/2020
- 8.2 The information and content is made accessible to the public. The content published in the app by the HSE is for personal use only. Any further reproduction or passing-on of content to third parties is not permissible. The downloading or copying of content, images, photos or other files does not result in any transfer of rights as regards the content.
- 8.3 Copyright and any other rights relating to content, images, photos or other files in this app are held exclusively by the HSE or the specially designated rights holders. For the reproduction of any elements whatsoever, written consent is to be obtained in advance from the copyright holders.

9 Final Provisions

- 9.1 These provisions have been issued in English language only. An Irish language version of the Terms of Service will be made available once the app is fully released.
- 9.2 Use of the app is free of charge for trial participants. Any costs arising for network access to enable use of the app are borne by the trial participant.
- 9.3 The HSE reserves the right to amend or add to the Terms and Conditions of Use at any time. The new conditions will be communicated to trial participants in advance in an appropriate

manner and will be deemed to have been accepted if no objection is received within one month.

9.4 Should one provision of the Terms and Conditions of Use be invalid or inoperative, the other provisions thereof shall not be affected.

9.5 Irish law shall apply, subject to any divergent mandatory provisions.