

TERMS AND CONDITIONS OF USE of the COVID Tracker App - An Garda Síochána Test

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 test participants in An Garda Síochána during the test 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 test is designed to be a technical test to evaluate and validate the app with a view to its definitive introduction. To be tested and evaluated in particular are the newly developed approaches with regard to Exposure Notification Services (ENS), decentralised data processing and cryptographic methods, operational stability, protection against accidental or unauthorised manipulation, usability and the comprehensibility of information for test participants.
- 1.4 The app is designed as a pandemic response tool. The core purpose of which, in the context of the test, is to 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.

2 Conditions of access and use

- 2.1 During the test, the population of possible test participants using the app will consist solely of members of An Garda Síochána wishing to help test and evaluate the app.
- 2.2 An Garda Síochána ICT and HSE will make available to these test participants, the necessary information and the technical access enabling test participants to download and use the app.
- 2.3 The installation of the app on a mobile phone and the employment thereof is voluntary for test participants.
- 2.4 By accessing the app, the test 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 test participant does not agree to these conditions, then the app is not to be used.

3 Functions of the app

- 3.1 The app does not track the test participant's location or use geolocation services.
- 3.2 The app cannot perform a medical assessment or issue health related advice or guidance (e.g. quarantine).

- 3.3 The activation of Exposure Notification Services (ENS) is required for the operation of the app during the test. ENS is used to note and measure the proximity of other devices that are also using ENS during the test.
- 3.4 The app must be configured with the device's phone number during the test and is processed for proximity validation purposes. NOTE: that this use of the phone number is **ONLY** for the period of the test; phone numbers will be **OPT-IN** for the public release of the app.
- 3.5 During the test all devices that have ENS running will continuously exchange random IDs via Bluetooth when they are in close proximity. This is performed without any user interaction with their device.
- 3.6 During the test some devices will be selected to upload their random IDs to a central registry, which in turn will be shared with all other test participants' devices to check for a close contact. To upload the random IDs, participant members will be contacted with guidance on how to do this.

4 Test Participant Duties of Care

- 4.1 Test participants are responsible for technical access to the app.
- 4.2 Test 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 Test participants are required to keep the app updated. There is no entitlement to use a specific version of the software.
- 4.4 Test participants are required to check any data they enter for completeness and correctness.
- 4.5 When using the app, Test 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 test 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 withdraw the app.
- 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 test participants' duties of care, are hereby excluded.
- 5.4 To the extent permitted by law, liability for associates and third parties is excluded.
- 5.5 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.
- 5.6 The HSE is entitled to discontinue use of the app at any time.
- 5.7 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 test 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.
- 5.8 No responsibility whatsoever is accepted for such websites.

6 Data Protection

All test participants have been fully informed and provided consent to participate in the test. The Data Protection Information Notice can be found here <https://www2.hse.ie/!T7OT73>.

7 Termination of Use

- 7.1 Use of the app can be terminated by the test participant at any time by deleting/uninstalling it from the mobile phone.
- 7.2 When the test has been completed, the institutions and associations will request test participants either to uninstall the app from their mobile phone themselves.
- 7.3 The test participants agree that they will uninstall the app once the test 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 test participants. Any costs arising for network access to enable use of the app are borne by the test 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 test 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.