

# Jersey App Terms and Conditions

**Please read these terms of use carefully. By downloading the Jersey COVID Alert App, you agree to these terms.**

## Introduction

These are the terms of use for the Jersey COVID Alert App (also referred to as “the App”) which is provided by the Government of Jersey. The App is designed to support Contact Tracing for confirmed cases of Covid-19 and to provide information about the virus and steps for controlling the spread of the virus.

Please read these terms of use in conjunction with the **Privacy Information Notice** for the App, available to view here <https://covidalert.gov.je/privacy-and-data>

References to “**we**”, “**us**” or “**ours**” in these terms of use are to the Government of Jersey, which is the owner and licensor of the COVID Alert App. References to “**you**”, “**your**” or “**user**” refer to the person who has downloaded the App onto their device for their own personal use and who uses the Services.

## What the COVID Alert App does

The Jersey COVID Alert App provides the following services (**the Services**):

The App gives you the option to use some or all of these features and you can enable or disable each of these features separately within the App settings. App settings also give you the ability to remove or update any information you provided to the App, at any time.

## Contact Tracing

- The App records if users are in close contact with another App user. If an App user tests positive for COVID-19 the App will notify any App users that have been closer than two metres for more than fifteen minutes as recorded by the App. If users choose to share their phone number, the Contact Tracing Team can call the user and give advice and guidance on how to help keep themselves and others safe.
- The App uses capabilities of mobile operating systems. Apple and Google have developed a method that allows specific government-only COVID-19 apps to make use of Bluetooth technology on phones that would otherwise not be available. As the App will need to use the most current version of the phone’s operating system users may be asked to upgrade the first time they use it. None of the information in this App is ever shared with Apple or Google.

## Source of News & Information

The App will also give users easy access to the latest facts and figures about COVID-19 in Jersey and signpost them to information that will help them care for themselves or their household if they are sick.

## **First time use**

The first time anyone uses the App they are prompted to allow the App to collect and share the anonymous data transmitted by nearby devices that also have the App installed.

Users are also asked in a separate screen if they want to share anonymous Metrics data.

## **Optional follow-up call service**

When someone first uses the App they are asked if they would like the Contact Tracing Team to contact them in the event of an Exposure Alert. If their phone sees that they have been in close contact with someone who has tested positive our Contact Tracing Team can call them if they have chosen to share their contact phone number with us.

## **Metrics Data**

App metrics do not identify you and are used to create aggregate views of how the App is being used and the impact it is having on the virus. Here is a list of the App metrics which, if you consent, are collected from your App.

1. Whether the App on your phone is in use
2. Whether the App was deleted or dropped during the on-boarding screens
3. Whether the App has exposure notification services switched on
4. Whether the App has received an Exposure Notification
5. Whether the App has uploaded diagnosis keys
6. The number of diagnosis key matches per Exposure Notification
7. Number of days between the App triggering an Exposure Notification and the upload of diagnosis keys, if applicable
8. Ratio of exposure notifications to positive cases

The App gives you the option to use some or all of these features and you can enable and disable any of these features separately within the App settings. The App settings also give you the ability to remove or update any information that you provide to the App, at any time.

## **Use of the COVID Alert App**

The Jersey App is free to download and use to anyone who is living in or visiting the island of Jersey. The Services are intended only for people living in or visiting the island of Jersey and the Services may not be otherwise used.

Use of the App requires an Android or iPhone mobile telephone device which supports Android 6.0 or higher (in the case of Android phones) or iOS 13.5 or later (in the case of iPhones). In addition, in order to operate correctly, the App also requires Bluetooth functionally turned on and the Covid Exposure Notification service enabled.

If you consent to certain services provided by the App and want to receive those services, you will need to enable Bluetooth (via location services on Android) and you will need to permit push notifications from the App. The App will prompt you about enabling these services and providing the relevant permissions at various stages in the App.

## **More about the Government of Jersey and the licence to use the App**

We, the Government of Jersey, license you to use:

- The Jersey mobile application software and the data supplied with the software (the **Jersey COVID Alert App, or App**) and any authorised updates or supplements to it,
- The related online or electronic documentation related to the App (**Documentation**), and
- The Services you connect to via the App and the content we provide to you through it, as outlined above, subject to and as permitted in these terms.

The above licence is a personal, non-exclusive, non-transferable, revocable, limited licence to use the App and the Documentation, and through the App to use the Services, for your own personal use. All other licence rights not expressly permitted are fully reserved to us.

If you want to report back to us about your experience with using the App or want to report any problems with the use of the App or the Services, please contact us. You will also find more information at <https://covidalert.gov.je/>

## **Your Privacy**

We only use any personal data we collect through your use of the App and the Services in the ways set out in our Privacy Information Notice <https://covidalert.gov.je/privacy-and-data>. The Privacy Information Notice contains the information required to be given to you under the Data Protection (Jersey) Law including the terms upon which your personal data is collected and used in respect of your use of the App and the Services.

## **App Store terms also apply**

When you download the App, or when you access or use the App or the Services, you may also be subject to the terms of use and policies of the relevant App Store (Google Play Store or Apple Store) from which you download the App. Please review these terms of use and policies very carefully. Your access to and use of the Services will be governed by these (Government of Jersey) terms of use unless the terms of use and policies of the relevant App Store say otherwise.

## **How you may use the App, including how many devices you may use it on**

In return for your agreeing to comply with these terms you may:

- download a copy of the App onto one mobile device and view, use and display the App and the Services on this device for your personal purposes only,
- use any Documentation to support your permitted use of the App and the Services,
- provided you comply with the licence restrictions above, make one copy of the App and the Documentation for back-up purposes, and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

## **You must be 16 to accept these terms and to download and use the App**

You must be at least 16 years of age in order to accept these terms and to download and use the App.

## **The right to use the App and Services is personal and you may not transfer the App to someone else**

We are giving you personally the right to use the App and the Services as set out above under **How you may use the App**. The use of the App by multiple individuals from the same device undermines the accuracy and efficacy of the App's contact tracing function (if enabled). If you permit someone else to access your device and to use the App or Services, then you do so at your own risk, and you are responsible for that person's use and you must ensure that the person knows about and complies with these terms. You must also not use any other person's App.

You may not otherwise transfer the App or the Services to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must first remove the App from the device.

## **Changes to these terms**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 7 days' notice of any change by sending you an in-App notification and providing you with details on <https://covidalert.gov.je/> of the change or notifying you of a change when you next start the App. Changes driven by public health policy may not be subject to the 7 days' notice, as the timing of their implementation may not allow it. The Government of Jersey will publicly notify changes in the App and on <https://covidalert.gov.je/> in advance.

If you do not accept the notified changes, we will advise you what specifically this will mean at the date of the notification. It may mean that you can continue to use the App and the Services in accordance with the existing terms but certain new features may not be available to you, or it may mean that you will not be permitted to continue to use the App and the Services.

## **Updates to the App and changes to the Services**

From time to time we may automatically update the App and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services and you may compromise the security of your data or device.

## **If someone else owns the phone or device you are using**

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

## **We may collect technical data about your device**

If you provide consent to share analytics data you agree to us identifying and collecting the type of operating system running on your device (iOS or Android); to improve our product.

## **We are not responsible for other websites you link to**

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any). You will need to make your own independent judgement about whether to use any such independent sites.

## **Licence restrictions**

You agree that you will:

- except in the course of permitted sharing, see information on how you may use the App above, not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us, nor will you infringe our rights (including our intellectual property rights) in relation to your use of the App or Services;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security,
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms,
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (Intellectual Property (Unregistered Rights) (Jersey) Law 2011) applies such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without the Government of Jersey's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective,
  - is not used to create any software that is substantially similar in its expression to the App,
  - is kept secure; and
  - is used only for the Permitted Objective,
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Services.

You must:

- ensure that all information that you provide to us via the App is accurate, complete, honest and not misleading, to the best of your knowledge, information and belief,
- comply with all applicable laws and regulations in using the App and the Services,
- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;

- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## **Intellectual property rights**

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us or our licensors and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

## **Our responsibility to you**

**No warranty.** While the Government of Jersey takes every care to ensure the correctness of the information, content and communications published in the App, it makes no representation, warranty or guarantee as to the correctness, accuracy, completeness, currency or reliability thereof. The Government of Jersey 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 App will be free of viruses or other harmful elements.

**Exclusion of liability.** To the extent permitted by law, any claims for liability against the Government of Jersey due to material or immaterial damage, including indirect or 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 or technical faults or any other loss or damage whether arising under tort (including negligence), breach of contract, breach of statutory duty or otherwise, are hereby excluded.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation, or in respect of any of your legal rights as a consumer (to the extent that these cannot be excluded).

**Limitations to the App and the Services.** While the App provides information and links to resources on Covid-19, and guidelines for those who self-report as having Covid-19 symptoms or who may have been exposed to a confirmed positive case, the App should never be used as a substitute for professional medical advice. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. Please always follow the advice of your doctor or other healthcare professional and consult directly with them if you have any concerns about any medical condition or treatment.

**Withdrawal of or changes to the App or Services.** The App and Services are intended to be made available for a limited period only while the Covid-19 crisis is ongoing. Without prejudice to this the Government of Jersey expressly reserves the right, at any time, without prior notice, to withdraw the App and Services. The Government of Jersey also expressly reserves the right, at any time, and without prior notice, to make changes and/or improvements to the App and Services.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the App Store site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

### **You can end your use of the App and what happens if you do**

You can stop using the App at any time, and you can delete it at any time from your device.

If you delete the App, you will not be able to access the Services, and all rights granted to you by these terms will cease. Any personal data that we hold about you will be dealt with in the way that is explained in the Privacy Information Notice on <https://covidalert.gov.je/privacy-and-data>

### **We may end your rights to use the App and the Services if you break these terms**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be remedied we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from your device(s) and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your device(s) and remove the App from it/them and cease providing you with access to the Services.

### **We may transfer our rights and obligations to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract

### **You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

### **No rights for third parties**

In respect of UK-resident users, these terms of use do not give rise to any rights under the (UK) Contracts (Rights of Third Parties) Act 1999 to enforce any term herein.

### **If a court finds part of these terms illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

#### **Even if we delay in enforcing these terms, we can still enforce them later**

Even if we delay in enforcing these terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

#### **Terms survive**

Any of these terms of use that are intended to come into or continue in force on or after termination or expiry of these terms (which includes for the avoidance of doubt the provisions dealing with ***Our responsibility to you***) will remain in full force and effect following termination or expiry. Termination or expiry of these terms of use shall not affect any rights, remedies, obligations or liabilities of you or us that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the terms of use which existed at or before the date of termination or expiry.

#### **Which laws apply to these terms and where you can bring legal proceedings**

These terms are governed by and construed in accordance with Jersey Law and you can bring legal proceedings in respect of these terms (or anything to do with the App or the Services) in the Jersey courts.