

# Summary Terms of Use for the COVeredApp

Do you tend to find Terms of Use long, difficult and full of legalese? So do we. Nevertheless, we think it is important to inform you about the way you can use the COVeredApp.

For that reason, we have compiled this brief summary, which provides you with the necessary information and everything you need to know, presented in a nutshell!

## **First and foremost, what is the COVeredApp?**

- Ghent University and In The Pocket have joined forces to create an App amidst the current corona crisis. With the help of this App and with your help, in particular, we can map the spread of the virus. This will help us to be more focused in the fight against COVID-19.

## **When can you use the App?**

- Before you can start using the App, you must accept our Terms of Use, which explain the rules for using our services.
- You must also indicate that you have understood our Privacy Statement. The Personal Data you share with us will always remain your property and will only be used by Ghent University and In The Pocket in accordance with the Privacy Statement. For more information on this subject, we would invite you to read our Privacy Statement.
- To use the App, you must be 13 or older.
- There is no charge for using the App.

## **How can you use the App?**

- You may only use the App for the purpose it was originally intended and together with us, you are responsible for maintaining the confidentiality of your own use.
- As long as you use the App, you may only use it for private purposes.
- If you violate our Terms of Use, you risk not being able to use the App anymore.
- For technical support, please send us an e-mail on [coveredapp@ugent.be](mailto:coveredapp@ugent.be).

## **Also important to know:**

- While Ghent University and In The Pocket will always remain the owners of the App and all related intellectual property rights, you will always remain the owner of your own Data.
- Ghent University and In The Pocket are not liable for any use of the App, except in the case of an intentional error on our part.
- Our Terms of Use may be amended from time to time; you will be notified via a message from the App (push notification) in a timely manner and you retain the option to terminate your use of the App by deleting the App.

If you would like to know more, then please read our full Terms of Use, which explain everything in detail!

# Terms of Use for the COVeredApp

## 1. General

These Terms of Use (hereinafter "Terms of Use") describe the conditions under which the COVeredApp application (hereinafter "the App") can be used.

This App has been developed by the University of Ghent, public institution with legal personality, with registered office at 9000 Ghent, Sint-Pietersnieuwstraat 25 and company number 0248.015.142 (hereinafter referred to as "UGent") in collaboration with "In the Pocket ITP Agency NV" with registered office at Sassevaartstraat 46/401, 9000 Ghent, with company number 0825.170.684, (hereinafter referred to as "In The Pocket").

## 2. Definitions

**App:** The COVeredApp mobile and online application to which these Terms of Use apply.

**User:** The person who registers through the App and intends to use the App.

**Location Data:** GPS - data and proximity to other App Users (via GPS data).

**Health Data:** This includes information about the User's subjective health status (Dutch abbreviation: SG) and objective health status (Dutch abbreviation: OG). Your subjective health data contain information about your state of health as you describe it when filling in your symptoms in the App. Objective Health Data contain data that are obtained following contact with, or diagnosis by, a Doctor, which is not included in the current App. The current App only works with Subjective Health Data, NOT Objective Health Data.

**User Data:** These are Data about the actions you perform as a User with the App, such as opening and closing the App. The App registers how often and at what times you perform these actions.

**Functional Data:** These include the type of device, the language setting of your device's operating system (e.g. Be-NL or Be-Fr), the store in which you downloaded and installed the App, together with its version name (Android) and bundle (iOS), the time (in milliseconds) when you first opened the App and the duration of use of the App, rounded up to the next hour, as well as the country where the User is staying.

**Personal Data:** Any Data collected through the App that contains information about an identified or identifiable natural person. This App only processes pseudonymised personal data.

**Cookies:** Functional and behavioural cookies are used to determine whether you are experiencing problems using the App, possibly due to a bug. These behavioural cookies are only used to support the User in using the App in case there is a bug in the App. We will only

use the behavioural cookies if you have given your explicit permission to do so in the cookie banner.

**Data:** All Data accessible through the App, including Location Data, Subjective Health Data, User Data and Functional Data.

**Equipment:** The (peripheral) equipment, including a smartphone or tablet with which the User uses the App, including the associated operating system.

**Controller:** Ghent University (hereinafter UGent).

**Processor:** In The Pocket for all Data processed by the App and Google Cloud for the storage and retention of this Data.

### **3. Applicability and changes**

These Terms of Use apply to the use of the App.

After downloading the App, you as a User will be asked to agree to these Terms of Use.

UGent has the right to change these Terms of Use unilaterally. You will be notified of this via a message from the App (push notification) in a timely manner and you retain the option to terminate your use of the App by deleting the App.

If these Terms of Use have become partially invalid, you, UGent and In The Pocket will remain bound by the remaining part. UGent and In The Pocket will replace the invalid part with terms that are valid and whose legal effect, given the content and purport of these Terms of Use, corresponds to that of the invalid part as closely as possible.

Moreover, UGent has the right to modify the App, amend or delete Data, limit the use of the App or deny access to the App in whole or in part, temporarily or permanently. UGent and In The Pocket will inform you of this in a timely and appropriate manner.

### **4. Licence Application**

We reserve all rights in and to the App that are not expressly awarded to the User in these Terms of Use. Unless expressly described herein, no express and implied licence is granted to the User in respect of the App or any part thereof, including any right to acquire any source code, Data or other technical content relating to the Application.

Once you have registered as a User, UGent and In The Pocket grant you a non-exclusive, royalty-free and revocable licence to use the App in accordance with these Terms of Use. You are not allowed to use the App, or any part thereof, for commercial purposes.

Neither you nor any third party shall under any circumstances:

a) distribute, sell, rent, sublicense, lease, lend, distribute or otherwise transfer the App or any part thereof to any third party, except as expressly permitted under these Terms of Use;

- b) use the App for time-sharing, hosting, providing services or similar purposes, except as expressly permitted under these Terms of Use;
- c) alter, remove or render illegible any product identification, proprietary information, copyright notices, digital watermarks or other notice in or on the App;
- d) modify, adapt or alter any part of the App, create a derivative work of any part of the App or incorporate the App into, or with, any other software, except to the extent expressly permitted in writing by us;
- e) grant yourself unauthorised access to other Users' accounts or to our IT infrastructure or structure in order to access or use the App to perform or promote illegal activities;
- f) use the App to generate unsolicited e-mail advertisements or spam;
- g) use an automatic, electronic or manual high-volume process to access, search or collect information about the App (including, and not limited to, robots, spiders or scripts);
- h) pretend you are any other person or entity;
- i) intentionally distribute worms, Trojan horses, corrupt files, or other destructive or deceptive elements, or use the App for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- j) remove or otherwise circumvent technical and other protective measures in the App.

By creating or otherwise transferring any information or Data through the App and without prejudice to the provisions of our Privacy Statement, you grant us a non-exclusive, royalty-free, worldwide, sub-licensable and transferable licence to use, copy, store, modify, transmit and display the Data to the extent necessary to supplement and update the App.

UGent and In The Pocket have the right to terminate the licence referred to in paragraph 1 of this article at any time and thereby deny you use of the App.

You will be informed of this by UGent and/or In The Pocket in an appropriate manner.

## **5. Use of the App**

The purpose of this App is to generate accurate and up-to-date data for evidence-based policy choices in times of crisis and potentially to alleviate healthcare. By collecting the information, the App can map (potentially) infected and non-infected clusters (group of people), hotspots and super spreading (exposure to many Users).

Under no circumstances and at no time will your Data be used or linked to other data for individual monitoring or enforcement purposes.

You download the App. Once you have downloaded the App, you will be asked to agree to these Terms of Use and to indicate that you have understood the Privacy Statement. We encourage you to read this information carefully. Downloading and agreeing to the Terms of

Use implies your consent to the operation of the App. This means that from that moment on, User Data and Functional Data about you will be collected and processed.

Subsequently, the App will ask for your separate consent to the collection and processing of Location Data, and your Subjective Health Data. You always have the option to withdraw your individual consent(s).

Use of the App is strictly personal and at your own expense and risk only. The App is intended for private and individual use only. The App may not be used for commercial or business purposes. The App is intended for Users in Belgium only. Although access from outside Belgium is possible, the App is not intended for such use and these Users also access the App at their own risk.

You are solely responsible for the correct and careful use of the App and you must refrain from any unauthorised and careless use of it. In particular, this means:

- (a) that you enter the Data truthfully;
- (b) that you do not use the App for acts and/or conduct that is contrary to applicable laws or regulations, good morals, public order, or the rights of third parties. Under no circumstances is it permitted to add Data, documents or files to the App that have illegal or offensive content or (otherwise) infringe the privacy of third parties.
- (c) that you do not use the App in such a way that its (correct) functioning is prevented, security is breached or damage is caused to UGent, In The Pocket, the App or third parties.
- (d) that you do not disseminate computer viruses via the App or otherwise interfere with devices or systems of UGent, In The Pocket or other Users of the App.

You agree to notify us immediately in the event of any unauthorised use of the App or any other breach of security. We cannot be held liable for any loss or damage resulting from failure to comply with the above requirements.

When you share messages referring to the App, UGent and In The Pocket have the right to use these. This applies, among other things, to articles, text messages or tweets.

You indemnify UGent and In The Pocket against all possible claims by third parties as a result of acting in violation of these Terms of Use.

It is up to you to look after the necessary hardware and software, peripherals and (internet) connections at your own expense to enable access to, and use of, the App and the User Account. As a User, you cannot claim any compensation for the use of the Data by UGent.

You will provide UGent and In The Pocket with all cooperation that can reasonably be expected of you in performing maintenance work on the App.

The use of the App may be terminated by you at any time by uninstalling it (See: "*Termination and deactivation of the App*").

## **6. Registration and age**

To use the App, you need to go through an onboarding flow. In this flow, you must truthfully enter the information requested by UGent. Any changes to Data should be made immediately via the App.

By accepting the Terms of Use, you represent and warrant that you are 13 years of age or older. Users under 13 are not permitted to use the App.

## **7. Costs**

UGent does not charge for the use of the App. The User bears the costs of the purchase and use of the Equipment and connections (mobile and/or wireless internet) required for the use of the services via the App.

## **8. Liability**

UGent and In the Pocket work hard to make the App optimally available and accessible. They make no guarantees as to the originality, completeness, accuracy, suitability, availability and/or accessibility of the App and/or the Data.

UGent and In the Pocket do not warrant that the App or any part thereof will operate without interruption, errors, computer viruses or defects, or that (all) errors and defects can and will be corrected (at all times). UGent and In the Pocket do not guarantee the (undisturbed) functioning of telecommunication connections and do not accept any liability for the consequences of any incompleteness and/or inaccuracy in the Data accessed via the App.

UGent and In the Pocket make every effort to ensure that the App is adequately protected according to the state-of-the-art (See: "*Privacy Statement - Technical and organisational measures and retention period*"). This does not affect your own responsibility to adequately secure your systems, Data and other - sensitive or non-sensitive - information.

All warranties, conditions and statements implied otherwise by applicable law with respect to the App are excluded and rejected as far as this is permitted by law. In particular, UGent and In The Pocket do not warrant under any circumstances: (a) the complete, correct and undamaged Data transmission; (b) the undisturbed and/or uninterrupted use of the App and of the Data accessed via the App; (c) the (complete) reliability of the App and of the Data accessed via the App; (d) the incorruptibility of the App.

UGent and In The Pocket do not guarantee that (a) Peripheral Equipment that can be connected to the App functions fully and/or correctly and/or without error; and that (b) Data that are communicated to the App - connected via peripheral Equipment – are communicated fully and/or correctly and/or without error.

UGent and In The Pocket are entitled to make use of the services of third parties in the performance of their services, in any manner whatsoever.

UGent and In The Pocket are not liable for any loss, damage and/or costs incurred by you or third parties, for whatever reason, as a result of the use, misuse, impossibility and/or unsuitability of the use of the App and the Data accessed via the App, unless the loss, damage and/or costs in question have been caused by a deliberate error on the part of UGent and/or In The Pocket.

UGent and In The Pocket cannot be held liable for any failure or delay in the performance of obligations in relation to the App if such a delay or failure is due to causes beyond our

control, including, but not limited to, force majeure, war, strikes, lockouts, riots, epidemics, fire, communication line failures, power outages, earthquakes, other disasters, unauthorised access to our information technology systems by third parties or for any other reason where failure to comply is beyond our reasonable control.

The App may contain banners and links to external internet pages. UGent and In The Pocket are not liable for the use, content or (non-)functioning of these (external) internet pages and accept no liability for this. UGent and In The Pocket are not responsible for your Personal Data being processed on these (external) internet pages.

## **9. Transfer of rights and obligations**

UGent and/or In the Pocket are entitled to transfer the rights and obligations of these Terms of Use to a third party.

## **10. Termination and deactivation of App**

UGent, In the Pocket and the User may terminate the use of, or the right to use, the App with immediate effect at any time and without giving reasons.

You may terminate the use of the App yourself by (1) disabling the App by selecting the 'deactivate all features' option in the settings of the App or (2) deleting the App, in which case the Data of the relevant User will also be deleted automatically.

UGent and In The Pocket are not liable for any damages resulting from the termination pursuant to the previous paragraph. Termination of the Terms of Use, in any manner whatsoever, also means that UGent and In The Pocket stop the use of the App.

## **11. Applicable Law and Disputes**

All disputes arising out of, or relating to, the use of the App and the relationship between the parties and whether or not these are considered as contractual claims shall be exclusively governed by, and settled in accordance with, Belgian law.

The Courts of East Flanders, Ghent Section shall have exclusive jurisdiction to hear any dispute arising out of the interpretation or implementation of this Privacy Statement.

## **12. Other provisions**

Should you have any questions and/or remarks, please do not hesitate to contact us via [coveredapp@ugent.be](mailto:coveredapp@ugent.be).