

## **App Terms and Conditions of Use**

A prerequisite for using the app is reading the terms of use below and approving them. Clicking "OK" constitutes the user's declaration of reading and understanding the terms of use of the App and the user's consent to these terms

The State of Israel, through the Ministry of Health (hereinafter: "the Ministry of Health") proposes to use this app (hereinafter: "the app") subject to the following terms (the "Terms of Use"). The Ministry of Health may change the terms of use at any time, when any such changes take effect immediately upon presentation to the app. The use of the app will be subject to the terms of use that were in effect on the date and time of actual use.

The term "user" below means any person who has chosen to install and use the app on their mobile device.

The app and services, as defined below, should not be misused. The user may use the app and services only as permitted by law. The Office may suspend or cease providing access to the app and / or services to a user who does not comply with the terms of use, or if the Ministry of Health or any competent authority investigates suspected violations or conditions of use when using the app

### **Terms of service:**

The app allows users to gather information about their own location data and to cross that information with information provided by the Ministry of Health regarding the location of others that turned out to be corona virus carriers / patients in order to alert the users of their exposure to an infected person

Also, the use of the app gives a person who has been found to be a carrier / patient of the Corona virus the ability to build a time track of their past movements in order to alert other parties that visited the same locations, that they should be in self-quarantine (hereinafter: "the service ")

It should be emphasized that the information provided in the app does not contradict information and guidelines that are officially published by the Ministry of Health through various means of communication;

If there is a conflict between the information in the app and the official instructions of the Ministry of Health, the latter will take precedence.

It should also be clarified that the service offered does not contain direct or indirect medical counseling services or advice.

### **Location**

The app uses information about the user's location and movements both in real time and retroactively to create a detailed history of all user locations (the "Information"). Information gathering is necessary to allow the user the full functionality of the

service. By actually using the app and accepting the service, the app user endorses collection of such information

#### The use of information

The information collected is not stored on the Ministry of Health or any third-party servers but is stored in the internal memory of the mobile device. The transfer of information to the Ministry of Health, in the situation in which the user has been designated as a carrier / patient of Corona, will be with the user's approval and / or guardian, or alternatively, subject to the approval of the competent authorities and / or the court order

#### Limitation of Liability

The Ministry of Health provides the app "as is" ("AS IS"). The user waives any responsibility, obligation or liability, from the Ministry of Health whether express or implied, in connection with the service provided, without any reservation and / or limitation. Without derogating from the aforementioned, the Ministry of Health will not be responsible for damages in torts, contracts and/or any other grounds for damage. Indirect damage and / or loss which might result from the use of the app and / or the lack of ability to use it fully or partially.

By using the app, the user confirms that the Ministry of Health does not have and will not be liable for the availability of the service and / or its supply continuously and / or without errors and / or its supply when it is exempt from information security and / or free from malfunctions and failures and the Ministry of Health will be exempt from any damage. , Indirect or direct, as a result.

The Ministry of Health will not be held responsible for the accuracy of the information, including, but not limited to the locations, dates and information contained in the app and / or through it. The data displayed in the app is based on data and reports, some of which are stored on other users' mobile devices, some of them are stored in other users cell phones and may be lacking in accuracy and may be inaccurate, incomplete and even incorrect. The user declares and confirms that the user is the sole party responsible for the use of the service provided and therefore will not stand any claim of reliance and/or any other claim arising from the use of the service against the Ministry of Health. Since the information is stored on the user's mobile device only, the user will have no claim of infringing his privacy due to the use of the app.

For the purpose of this section - "Ministry of Health" means including the Ministry, its employees, its representatives and service providers

#### Intellectual Property

All components of the app, its design, interface, the information presented therein, and its operation are the intellectual property of the Ministry of Health. You may not copy, publish, share, reproduce, translate, or otherwise use, beyond the use of the app's name without the express written permission of the Ministry of Health

## Changes in usage

The Ministry of Health reserves the exclusive right to remove the entire app and / or limit its use and / or add and / or remove and / or make changes from time to time in the app's structure, appearance, contents, services contained therein and its terms of use and any other aspect involved in the app without advance notice and at the discretion of the Ministry of Health. The User shall not make any claim, claim or demand against the Ministry of Health for any such changes and / or removals and / or additions and / or faults that may occur as a result

## Restricted private and personal use only

The use of the services, content and information contained in the app is for personal and private purposes only. Without derogating from the foregoing, no commercial use of the app or its published data, database, or other information published therein may be used.