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StopCOVID NI – Terms & Conditions

Please read these terms of use carefully. By downloading this COVID-19 NI Contact Tracing App you agree to these terms.

Introduction

These are the terms of use for the COVID-19 NI Proximity App (also referred to as StopCOVID NI) which is being made available by the Department of Health (DoH) in Northern Ireland (under powers available through the 'Health and Social Care (Reform) Act (Northern Ireland) 2009'). The App has been designed to assist in stopping the spread of COVID-19 in Northern Ireland, by anonymously contacting people who have been in close contact with someone who has tested positive for COVID-19. The App has been developed on behalf of the DoH for the benefit of citizens in Northern Ireland.

The phones of those who are using the App emit anonymised coded 'keys', 'Identifier Beacons', which change every 15 minutes. These 'keys' are stored on the user's phone for 14 days before being discarded. When close to each other, App users' phones exchange these anonymous 'keys', and if they are in close proximity with another user for a significant period of time, both will store the anonymous 'key' of the other phone for 14 days.

'Authorisation Codes' are anonymous random six digit alphanumeric codes generated to verify that a positive test has been received by the App user, allowing 'exposure notifications' to be sent via the App, when the user enters a valid 'authorisation code.' On entering the code, the user is asked to release the anonymous keys their phone has transmitted over the previous 14 days: these are then known as 'diagnosis keys'. These are then released to the secure registry supporting users of the App, to be shared with other App users.



'Diagnosis keys' are anonymised identifiers generated on entry of an 'authorisation code' on the App, and stored in a secure registry, maintained in a Health & Social Care Board secure cloud services account (on behalf of the DoH) on Amazon Web Services (based in London). Every App user's phone regularly checks for 'diagnosis keys' and where these match a significant contact episode's anonymous 'key' stored on their phone, over the previous 14 days, an 'exposure notification' is enabled. The notification is generated on the App user's phone, not in the secure registry.

Where 'Exposure Notification' is mentioned, this refers to an anonymous notification, received via the App, that you have been in contact with an unnamed individual who has tested positive for COVID-19, and that contact was recent enough, and for sufficient time, at a close enough distance to mean that you may have been infected.

Please read these terms of use in conjunction with the Privacy Information Notice for the App, available to view below.

References to "DoH", "we" and "us" in these terms of use are to the Department of Health NI which is the owner and licensor of the StopCOVID NI Contact Tracing App. References to "the user" and "you" refer to the person who has downloaded the App onto their device for their own personal use and who uses the service.

What the StopCOVID NI Contact Tracing App does

The StopCOVID NI Contact Tracing App only provides one function, namely 'exposure notification'. It is a clearly declared position that no further functions will be added to this App, and that use of GPS location functionality will **NOT** be added at any time by the DoH.

Exposure Notification

The App records if users are in close contact with another App user (see above). 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 (this is in line with current public health policy, and can be changed depending on advised best practice), in the previous 14 days. 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. The App cannot be used on older phones, on which it is not possible to upgrade the operating system. It is not



available on phones which use a different operating system, other than the Android or iOS systems deployed by Google / Apple.

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.

Metrics Data

Metric data does not identify you and is 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, are collected from your App. The collection of these metrics is essential in order to prove efficacy and gain CE accreditation.

- The total number of App users
- The total number of instances where 'diagnosis keys' have been uploaded
- The total number of 'exposure notifications' triggered

The DoH will not know any of these instances related to any individual app user, simply total numbers (for the region) of 'authorisation codes' and 'exposure notifications' in any given time period.

If you are notified that you have been in close contact with someone who has tested positive, you will be advised to self-isolate for 14 days. If you have symptoms you will be directed to check your symptoms at <https://covid-19.hscni.net/> (where you can download the 'COVIDcare NI' symptom checker App if you do not already have it) and book a test.

Use of the StopCOVID NI Contact Tracing App.

The StopCOVID NI Contact Tracing App is free to download and use to anyone who is resident in Northern Ireland. The Service is intended only for people resident in Northern Ireland and the Service may not be otherwise used. Users downloading the App who are not resident in Northern Ireland will not be able to receive authorisation codes, in relation to a positive test for COVID-19, as the app is linked to the NI test registry (which only receives results in relation to people resident in Northern Ireland). On downloading and activating the App, users are asked to confirm that they are resident in Northern Ireland and, if not, are discouraged from using the App with an explanation that it will not work for them. They are encouraged to use an App intended to cover their own area.



It is intended that the StopCOVID NI Contact Tracing App will be able to be used by those resident in Northern Ireland visiting anywhere in the Republic of Ireland; and it is intended that those using the App launched in the Republic of Ireland may use that App when visiting Northern Ireland. This will be achieved by delivering 'interoperability'. 'Interoperability' is achieved by the secure sharing of anonymous 'diagnosis keys' on a secure shared 'federated server' hosted on the Dublin AWS account of the DoH IRL. The server is only accessible to the apps of app users, and is not otherwise accessible. The server only contains non-identifiable data, 'diagnosis keys stripped of any indefinable information, and as such falls out with the scope of GDPR. This is governed by a bilateral agreement between the Departments of Health in both countries, a MOU. It is not accessible by any other means other than the Apps of the two countries. It is intended that as other countries release similar Apps, more agreements will be reached to share anonymous 'diagnosis keys', enabling users of the StopCOVID NI app to use the app visiting other countries. These 'keys' cannot be used to identify any individual, and are totally anonymous. The ability for App users who travel to be able to receive notifications, and enable others to receive notifications if they test positive is important to help stop spread of COVID as people start to travel again.

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 the Exposure Notification service provided by the App and want to receive those services, you will need to enable Bluetooth and location services and you will need to permit push notifications from the App. The App will prompt you about enabling these services and providing permissions if and when you give your consent to receive the service from the App. The App does not use GPS location services, or Google location services to track your movements. The App simply uses the strength of the Bluetooth signal of phones, with the App activated, to measure the proximity of those phones, and the length of time spent at a given proximity.

More about the DoH and the licence to use the App

We license you to use:

The Covid-19 Contact Tracing mobile application software and the data supplied with the software (the StopCOVID NI Contact Tracing 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 StopCOVID NI Contact Tracing 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 of using the StopCOVID NI Contact Tracing App, or want to report any problems with the use of the App or the Services, please contact us by calling '**0300 200 7896**' and selecting the option to speak to someone to log a request, at the following times; Monday-Friday (excluding bank holidays) between the hours of 8:30am – 5:30 pm. You will also find more information at <https://covid-19.hscni.net/>

Your Privacy

We only use any data we collect through your use of the App and the Services in the ways set out in our [Privacy Information Notice](#). The Privacy Information Notice confirms the terms upon which your data is collected and used in respect of your use of the App and the Services.

App Store's 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 (the DoH's) 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 11yo or older to accept these terms and to download and use the App

You must be at least 11 years of age in order to accept these terms and to download and use the App. Younger app users may wish to discuss these terms with a parent or guardian before downloading 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. The use of the App by multiple individuals from the same device undermines the accuracy and efficacy or 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 StopCOVID NI Contact Tracing 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 of the change, on this publication, and notifying you of a change when you next start the App.

Changes driven

Northern Ireland Public health policy may not be subject to the 7 days’ notice, as the timing of implementation may not allow it. We will publicly notify changes in the app and on <https://covid-19.hscni.net/stop-covid-ni-mobile-app> 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 will not be permitted to continue to use the App and the Services. This will be your informed choice.

Updates to the App and changes to the Services

From time to time we may automatically update the App and change the Service settings 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 Service, 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 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 as websites for purposes of booking a test. 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 Service 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 (by virtue of 'The Copyright (Computer Programs) Regulations 1992') 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 our 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, 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 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 we take every care to ensure the correctness of the information, content and communications published in the app, we make no representation, warranty or guarantee as to the correctness, accuracy, completeness, currency or reliability thereof. We assume no responsibility and make 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 us 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 notification to those who may have been exposed to a confirmed positive case, providing advice to self-isolate, the App provides no additional functions. All those in Northern Ireland with a positive test result for COVID-19 would be expected to receive a phone call from a clinical professional employed on the Test Trace and Protect programme. This public health service, provided in Northern Ireland, is separate from the App and works in parallel. The App works in an anonymous and automated way, in parallel to the manual Test Trace and Protect contact tracing process. Information from the app is not shared with those working in the manual service.

Automated processing. The generation of exposure notices on the app is an automated process, not involving a human. The automated process is carried out by use of anonymous identification keys, and measurement of Bluetooth signals to calculate that App users' phones



have been close enough for long enough to constitute a significant contact, sufficient to put you at risk of having been infected. It is necessary for the app to do this in an automated way, in order to protect your identity and the identity of other app users. In accepting terms and conditions you are consenting to this process. If you need to discuss this with an individual, you can call **'0300 200 7896'** Monday-Friday (excluding bank holidays) between the hours of 8:30am – 5:30 pm. **App users can express their point of view and contest the decision.**

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, we expressly reserve the right, at any time, without prior notice, to withdraw the App and Services. We also expressly reserve 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. 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 use of the App at any time.

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. We will not be holding any personal data in relation to you, since we will not be collecting any; however any data held on your phone can be removed as indicated in the App instructions. Details are provided in relation to data processed by the App in the [Privacy Information Notice](#).



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 end support and linkage to the App, form the App backend, rendering the App redundant.

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 terms of the licence.

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 any individual not resident in Northern Ireland downloading and using the App: it is clearly our stated intent, that this app should **not be used by individuals who are not resident in Northern Ireland**. In order to avail of the App's functionality in terms of exposure notification, it is essential that users are resident in Northern Ireland, in order for us to be able to deliver authorisation codes in relation to their test results. During the on-boarding process, App users are given clear instruction not to use the App if they are not resident in Northern Ireland, and



that the App functionality will not be available to them. As a result, we can accept no liability for anyone ignoring the instruction and using the App improperly.

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 breaching 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 the law of Northern Ireland and you can bring legal proceedings in respect of these terms (or anything to do with the App or the Services) in the courts in Northern Ireland only.

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9 seconds ago

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