

# StopCOVID NI – Easy Read Terms & Conditions

**You must be at least 11 years old to accept these terms and to download and use the App.**

Please read this carefully. By downloading the StopCOVID NI app you agree to these terms. You may wish to discuss these terms with a parent/guardian before downloading the app. Also, you should read the [Privacy Information Notice](#) for the App and your app store's terms.

If you agree to these terms you may:

- download the App onto one mobile device,
- make a copy as back-up, and
- use any future updates to the app.



## Your responsibilities


We are giving you personally the right to use the App. It won't work properly if you allow others to use your app. Also, you must not use someone else's App and please delete the app from any device that you sell or give away.  
[Read more >>](#)

## No-one else should use your app

We are giving you personally the right to use the App. It won't work properly if you allow others to use your app. Also, you must not use someone else's App and please delete the app from any device that you sell or give away.


- **Provide accurate information**
- **Don't use the app to break the law**
- **Don't use the app to trick, frighten or hurt others**
- **Don't try to break the app**
- **Do not say or do anything offensive** about your use of the app or any Service
- Do 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
- Do 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.

- From time to time we may automatically update the App and change the Service settings to make it work better and fix bugs. If you don't allow these updates the app may stop working, and the security of your data or device may be at risk.
- The App or any Service may contain links to websites which are not provided by us, e.g. booking a test. 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 judgement about whether to use any such independent sites.



### Our responsibilities

We also have responsibilities to you, but there are some limits to these that you should know about. [Read more >>](#)



**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. 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.

## **What if I want to stop using the App?**

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](#).

[You can read the full Terms and Conditions here.](#)