

Terms and conditions for CovTracer mobile application

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1. General:

The terms and conditions set herein ("Terms", "Agreement") form an agreement between the Research Centre of for Interactive media, Smart systems and Emerging technologies RISE Ltd ("RISE Ltd", " the developer", "we" or "our") and the User (User or Users) of the CovTracer mobile application, its products and services (the “app”, “product” or “services” or “the app product and services”). This Agreement sets forth the general terms and conditions for use of the app by users and any of its products or services.

2. Purpose:

Halting the COVID19 epidemic (the outbreak) requires a rapid identification of the contacts with which the infected individuals have had within the previous days and weeks. This, with almost half of the world’s population carrying a device capable of GPS tracking, is very much feasible and location trails – time stamped logs of an individual’s location – can be created. By checking the user’s location trails, one may then identify others who have been in close proximity to the diagnosed carrier and, if the users take appropriate action, reduce the spread of the infectious disease. The first version of the mobile app (the app) targets only those who need to work outside and cannot stay at home. This includes policemen, doctors and nurses, firemen, people working with utilities’ companies (electricity, water, internet, etc.). For all who are able to, we strongly advise staying at home to help stop the spreading of the epidemic.

3. Brief:

The app was designed to prevent the spread of the outbreak, by allowing the user a more accurate recollection of whereabouts, enhancing the protection of themselves and others. The user alone may choose when to export these data and to whom to supply them to. The app includes a symptom checker. User must read the Privacy Policy for more as this forms part of the terms and use described herein.

4. User Accounts:

The User is solely responsible for maintaining the security of their account and remains accountable for all account activities and all things in connection with those accounts. Users undertake to notify the developer of any and all unauthorized uses of their account. Users undertake to act responsibly and within the bounds of the law while exercising a reasonable duty of care in any and all activities relating to the usage of the app and/or their accounts and/or the services and so on.

5. User Membership:

Users must be at least 18 years of age. By using this app and by agreeing to this Agreement, users warrant and represent they are of at least 18 years of age. Users must provide true, non-misleading and accurate information. Only one account per user is permitted and this however does not in any way limit or alters the responsibility of users that may manage to create more than one accounts.

6. Accounts and/or access Denied, Suspended and/or Deleted:

The developer may deny, suspend or delete accounts and/or deny access that is misleading, entail false information or breach these terms of service including but not limited to actions and omissions resulting to a damage or any influencing of reputation. Should an account be denied, suspended or deleted, or access in any form denied, the users may be banned from future and any use of the app and/or the service provided including but not limited to a blocking of email address and/or IP with relation to the app and services provided in order to effect this denial of service. This may extend to all products developed and services offered by the developer.

7. User assumes responsibility:

We periodically, but have no obligation to, monitor and review User accounts. The developer and any associated and/or third party may not be held liable for any acts or omissions by the user and/or the user's behalf and/or anyone using the user's account, including any damages of any kind incurred as a result of any acts or omissions.

8. Links to other applications and software:

The developer is not directly or indirectly, implying and/or stating any relationship, approval, association, endorsement, affiliation and so on with any other applications and/or software that may be linked and/or connected with this app unless specifically stated so. The user is solely responsible, despite any potential affiliated links, to examine the terms of service, privacy policy, legal statements and so on of those applications and/or software. The developer in no way assumes responsibility nor guarantees those services provided by those software and applications. The developer does not

examine nor evaluate any of these offerings even though the developer might now or in the future receive an affiliate commission

9. Third Party content and services:

The developer does not assume any responsibility or liability for the actions, products, services, and content of any other third-parties and/or affiliates. Any linking and/or use of these are at the user's own risk and remain the sole responsibility of the user and/or the users' accounts.

10. Non-Exhaustive Prohibited uses:

10.1. Laws, Rules, Regulations etc.:

The User is prohibited from using the app, contents, services and so on directly and indirectly for any illegal and/or unlawful use including soliciting others to do so and/or participate in doing so including the breaking of any law(s), rule(s), term(s), regulation(s) and so on.

10.2. Intellectual Property Rights Violations:

The User is prohibited from using the app, contents, services and so on directly and indirectly to interfere and/or violate any and all forms of intellectual property rights.

10.3. Conduct Unbecoming:

The user may not use this app, contents, services and so on in any way, directly and indirectly engage in conduct unbecoming including but not limited to assaulting, harming, hate speech, trolling, spamming, phishing, pharming or to scrape, pretext, spider, or crawl. The user may not engage in intimidating, abusing, insulting, harassing, defaming, slandering, disparaging, discriminating and other similar behavior upon others or another, whether individually or collectively and must refrain from spreading or submitting false or misleading information nor induce, invite, instruct and so on others to do so.

10.4. Malicious codes and Software:

The user may not use this app, contents, services and so on in any way, directly and indirectly to upload, spread or transmit any form of malicious codes, foreign objects or thing containing such. The user may not weaken, interfere with or circumvent the security features of the app, contents, services and so on or of other applications, Services and so on or the Internet.

10.5. Private Use:

The user may not use this app, contents, services and so on in any way, directly and indirectly other than in a not for profit and private use. The user may not collect or track the location and/or personal information of others.

11. Intellectual property rights:

Any rights, titles, and interests in relation to the app, contents, services and so on belong and remain with the developer as do any and all properties with respect to affiliates and third parties that rest with them. This Agreement does not alter in anyway nor transfer any intellectual property rights or obligations with respect thereof. This includes but is not limited to trademarks, videos, images, service marks, software, graphics and logos used by or in connection with the app, contents, services and so on which remain as trademarks and/or registered trademarks of the developer or the developer's licensors. Other such property rights, belonging to third parties and affiliates remain with them and this agreement in no way enables the user of use in any form of these including but not limited to sharing, reproducing, altering, interfering and so on.

12. Indemnification:

The User agrees to indemnify and hold the developer, third parties and/or affiliates, including personnel, directors, shareholders, agents thereof and so on harmless from and against any responsibility, liability, loss, damage or cost, including reasonable attorneys' fees, incurred in connection or arising from third-party allegations, litigations, claims, actions, disputes, or demands against any of them as a result of or relating to the User's contact, actions and omissions or in connection to it and them under all and any theory of liability.

13. Limitation of liability Disclaimer:

13.1. Limitation of liability:

To the fullest extent permitted by applicable law, in no event will the developer and its affiliates, including personnel, directors, shareholders, agents and so on under this agreement be liable for any lost revenues, direct or indirect profits, goodwill, special, indirect, incidental, consequential or punitive damages however caused, even if they knew or should have known that such damages where possible and even if direct damages do not satisfy a remedy however caused under any theory of liability.

13.2. Limitation of amount for liability:

To the fullest extent permitted by applicable law in no event will the developer and its affiliates, including personnel, directors, shareholders, agents and so on under this agreement be liable for more

than one euro or the amount in excess of this that the user paid for the app and its services twelve months prior to the first incident or event giving rise to such a liability even if such amount does not fully compensate the user.

14. Severability:

14.1. Compliance of the agreement:

All rights, prohibitions, restrictions and obligations and so on of and contained in this Agreement are applicable and binding only to the extent that they are not found by a competent court to violate any applicable and relevant laws and may be limited or formatted accordingly within the context and spirit of the agreement and only to the extent necessary so as to not render this Agreement illegal, invalid or unenforceable.

14.2. Survival of the agreement:

If any clause, part, provision, section and so on or piece thereof of this Agreement shall be held to be invalid, illegal and/or unenforceable by an appropriate court, this shall not affect the remainder of the agreement and the remaining clauses, parts, provisions, sections and so on or pieces thereof shall remain in full force to describe the agreement.

15. Dispute resolution:

The formulation, formation, interpretation, Implementation and performance of this Agreement as well as any disputes arising out of or with respect to it shall be exclusively governed by the laws of Cyprus. The Parties agree to first attempt to solve all disputes or in good faith negotiations and failing that, the matter shall thereafter be resolved by the courts of Cyprus which have exclusive jurisdiction and are the exclusive venue for actions. The user submits to the personal jurisdiction of these courts and law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

16. Payment:

The app is provided free of charge. Any billing, including but not limited to charges and taxes thereof occurred by third parties, such as other applications and software owned by other parties linking to the app is the responsibility of the user.

17. Liscence:

The developer grants to the user a private only, non-exclusive, non-transferable, non-sublicensable license to use the app and Services therein. This is with respect to the developer's own property and does not involve any third party rights. The user may use the app, services and content thereof, only as intended, namely to track their own whereabouts. The user may not copy nor reproduce ,modify, create a derivative work of, reverse engineer, decompile, translate, engage in trade, disassemble, or otherwise attempt to extract any or all of the source code any part or feature of the app, contends and services thereof.

18. Changes and amendments:

This agreement applies only to the services offered by the app and the developer and does not apply to any affiliate or third parties' applications, software and so on and it is up to the user to review these. The developer reserves the right to modify this Agreement at any time, effective upon the posting of an updated version of it in the app and a notification therein. By using this app, the User consents to this agreement and Continued use of the app after any such amendments shall constitute consent by the user to these amendments.

19. Consent to the agreement and of these terms

By using this app, the User consents to this Agreement and all of its terms and conditions and acknowledges to have read this Agreement. The developer may include new Features and services to the app and the user's use of the app with the said new features and services shall be construed as consent to these new features and functionality.

20. Contacting us

Further Questions, Requests and Clarification may be addressed [here](#). Alternatively, our email: info@rise.org.cy may be used

Our Physical Address is:

1. Themistokli Dervi, Nicosia
Julia House
Themistokli Dervi Street
Nicosia 1066 Cyprus
2. Eleftheria Square, Nicosia
Constantinou Paleologou 1
Tryfon Building
Nicosia 1011 Cyprus

21. Assignment

The user may assign neither this Agreement nor any of the rights, interests or obligations under this Agreement, in whole or in part in any way without the prior written consent of the developer. Should the state of ownership of the app change, as with an acquisition by another party, this agreement and all amendments thereof, will pass to that acquiring body. Notice will be given beforehand.

22. Disclaimer of Warranties

Except as expressly set forth in this Agreement, the User acknowledge and agrees that the app, contents and services thereof are provided as-is, that the User assumes all risks and liability arising from or relating to its use of and reliance upon the Services and the Developer as well as any affiliates and any third parties make no representation or warranty with respect thereto and the developer with respect to these.

23. Termination and Survival

This Agreement shall terminate when the user stops using and uninstalls the app and commence upon the downloading once more of the app. It shall also terminate if services have been denied to the user by the Developer or the account has been deleted. All indemnity, confidentiality and other provisions that by their nature survive termination shall survive termination of this Agreement and the other Transaction Documents. Financial responsibilities and all legal obligation accrued by the user continue to survive this agreement until been released by the developer to the point allowed by law.

24. Original Text

The Original Text was drafted in English. In case of conflict between this and translated versions, the English Text prevails.