

Terms & Conditions

STOP COVID - ProteGO Safe

§1.

General provisions

1. These Terms & Conditions (hereinafter referred to as: "**Terms & Conditions**") regulate the terms and conditions of using the STOP COVID - ProteGO Safe application (hereinafter referred to as: "STOP COVID - ProteGO Safe" or "Application").
2. Before starting to use STOP COVID - ProteGO Safe, the User should accept the Terms & Conditions by checking the appropriate checkbox. The use of the Application is discontinued when the User removes STOP COVID - ProteGO Safe from the Device.

§2.

Definitions

Whenever the Terms & Conditions refer to:

1. **Analytical Module**- it is understood as the STOP COVID - ProteGO Safe functionality that enables saving, creating history and analysing the meeting of the User's Device with other Application Users' Devices. The Analytical Module is based on the Privacy-Preserving Contact Tracing API developed and made available by Google and Apple. The information generated by the Analytical Module along with the results of its work is stored locally on the Device for 14 days. Google and Apple in their documentation, which can be found here: [exposurenotifications](#) and [exposurenotification](#) ensure that they apply the highest security standards to protect Users' privacy;
2. **Contact Centre** - it is understood as the unit providing the test result by phone [COVID-19](#) and transmitting the PIN Code to the Application Users and providing information related to [COVID-19](#);
3. **Current restrictions in poviats** - it is understood as the STOP COVID - ProteGO Safe functionality that allows you to display in the Application information about areas (poviats) covered by special safety rules introduced due to the pandemic [COVID-19](#) based on the relevant and current ordinance on the establishment of certain restrictions, prohibitions and limitations in connection with the state of epidemic as well as the amending regulations;
4. **Device** – it is understood as an electronic device through which the User gains access to STOP COVID - ProteGO Safe (tablet, smartphone, etc.) with an active Bluetooth module, Android 5.0 or higher with access to the Google Play store or with an iOS system in a version not lower than 13.5 with access to the AppStore. The Analytical Module will work only on Devices with Android 6.0 supporting BLE technology or higher, or with an iOS version 13.5 or newer;

5. **Entities referred to in § 2 point 1 and 2** - it is understood as MC and GIS acting jointly;
6. **Federation Gateway** - it is understood as a network gateway operated by the European Commission using a secure IT tool, which is used to receive, store and share a minimum set of Personal Data between European Union Member States backend servers for the purpose of ensuring the interoperability of national contact tracing and warning mobile applications. The Federation Gateway enables Interoperability. Thanks to the Federation Gate, it is possible to send and receive Keys between the User and users of other national contact tracing and warning mobile applications, similar to STOP COVID - ProteGO Safe. Keys shipped are through the Federation Gate and the retention period for the Keys is 14 days;
7. **GIS**- it is understood as the Chief Sanitary Inspector based in Warsaw, at ul. Targowa 65, 03–729 Warsaw. GIS determines the purposes and methods of processing information within STOP COVID - ProteGO Safe;
8. **Health Diary Module**- it is understood as the STOP COVID - ProteGO Safe notepad-like functionality, enabling the User to record information about their health. Information entered into the Health Diary Module are stored locally on the User's Device;
9. **Interoperability or Alerts in Europe** - it is understood as the STOP COVID - ProteGO Safe functionality that enables the exchange of Keys between the User and users of other contact tracing and warning mobile applications, similar to STOP COVID - ProteGO, which are supported by other Member States of the European Union and cooperate within the Federation Gateway. Thanks to Interoperability, Users can receive information about the potential exposure to infection in connection with the potential contact with users of other contact tracing and warning mobile applications, similar to STOP COVID - ProteGO Safe;
10. **Key** - it is understood as a randomly generated, periodic and alphanumeric string of characters sent to the STOP COVID - ProteGO Safe Server, which contains encrypted information, initiating the process of analysis of exposure to infection COVID-19 as part of the Analytical Module. The Key is transferred to the STOP COVID - ProteGO Safe Server after the Person Tested Positive enters the PIN Code into the Application;
11. **MC**- it is understood as the Minister of Digital Affairs based in Warsaw, at Aleje Ujazdowskie 1/3, 00 – 583 Warsaw. Based on an agreement, MC supports GIS in the development and maintenance of STOP COVID - ProteGO Safe;
12. **Person Tested Positive** - it is understood as a natural person with full legal capacity, who has been tested positive for the COVID-19 . The Person Tested Positive does not have to be a User.
13. **Personal Data**- it is understood as any information relating to an identified or identifiable natural person within the meaning of Article 4 point1 of the GDPR. The Processing of Personal Data in STOP COVID - ProteGO Safe shall be governed by Article 11 of the GDPR, as the purpose of processing does not

require identification, therefore STOP COVID - ProteGO Safe Users are not identified;

14. **PIN Code** - it is understood as a randomly generated alphanumeric password active for half an hour provided to the User who is a Person Tested Positive by the consultant of the Contact Centre. The PIN Code may be entered into STOP COVID - ProteGO Safe in order to confirm that the Device belongs to a Person Tested Positive and initiate the process of transferring the Key to the STOP COVID - ProteGO Safe Server;
15. **Processing** - it is understood as an operation or a set of operations, which are performed on personal data or sets of personal data in an automated or non-automated manner, such as collecting, recording, organizing, structuring, storing, adapting or modifying, downloading, browsing, using, disclosing through sending, distributing or sharing in any other way, alignment or combination, restriction, erasure or destruction;
16. **PUSH notification** - it is understood as a text message sent by the STOP COVID - ProteGO Safe Server, which will be displayed on the screen of the User's Device, regardless of whether the Application is turned on or not. The content of PUSH notifications will be directly related to the development of the SARS-CoV-2 virus pandemic or the Application itself and will be determined each time by the Chief Sanitary Inspector (GIS) or the Ministry of Digital Affairs (MC);
17. **STOP COVID - ProteGO Safe or Application** – it is understood as the STOP COVID - ProteGO Safe application, which includes the Analytical Module, the Triage Module and the Health Diary Module, and also supports the prophylaxis and prevention of infection, transmits important information related to the pandemic COVID-19 and reminds about safe behaviours and daily hygiene habits;
18. **STOP COVID - ProteGO Safe Server** - it is understood as the cloud infrastructure maintained by the National Cloud Operator, used to transmit the Diagnostic Key to Users' Devices. Diagnostic Keys are stored on the STOP COVID - ProteGO Safe Server in an encrypted form for 14 (fourteen) days.
19. **Terms & Conditions** – it is understood as this document that regulates the legal relationship between the User and the Entities referred to in § 2 paragraph 1 and 2 concluded at the moment the User submits a declaration of acceptance of the Terms & Conditions.
20. **Test PIN code** - it is understood as a randomly generated alphanumeric password active for half an hour from the moment of generation, which is provided to the User by the Contact Centre consultant. The Test PIN code is provided to the User who has a high risk of exposure to infection COVID-19 generated by the Analytical Module and high risk of exposure to infection COVID-19 confirmed by the Triage Module;
21. **Triage Module**- it is understood as the STOP COVID - ProteGO Safe functionality that allows the User to perform a self-assessment of the risk of

exposure to infection COVID-19 , based on the WHO questionnaire. Information entered into the Triage Module are stored locally on the User's Device.

22. **User** – it is understood as a person with full legal capacity who, after accepting the Terms & Conditions and the Privacy Policy, uses STOP COVID - ProteGO Safe.
23. **WHO** it is understood as the World Health Organization.

§3.

Application

1. Using the STOP COVID - ProteGO Safe Application is free of charge and includes the Analytical Module, the Triage Module and the Health Diary Module, as well as support in the prophylaxis and prevention of infection, together with relevant information related to the pandemic COVID-19 and a reminder of safe behaviour and daily hygiene habits. STOP COVID - ProteGO Safe enables to determine risk factors for infection, create and keep a medical history, including existing diseases and current pharmacotherapy, as well as keep a prevention diary. STOP COVID - ProteGO Safe provides Users with information and the guidelines issued by WHO and GIS, but the information provided is not a medical consultation or health service (in particular medical or pharmaceutical one).
2. Using the Analytical Module is voluntary. The Analytical Module is provided with the use of Bluetooth technology and requires the activation of the Bluetooth module in the Device, as well as, for Devices with the Android operating system, enabling the system option of recording exposure COVID-19 and granting consent for location (STOP COVID - ProteGO Safe does not use GPS data in the scope of the Bluetooth module), and for Devices with the iOS operating system: selecting the option Recording exposure to COVID-19. In order to effectively use the full functionality of the Analytical Module, the Application should be left running in the background. The application running in the background will scan the environment in search of Devices of other Application Users, and it will also be scanned by other Devices. The Application User's Device saves the history of encountering other Devices on which the Application is installed. This information (history of devices encountered) remains on Users' Devices for 14 days.
3. The Contact Centre consultant, providing information about the infection by phone COVID-19 the Person Tested Positive, will ask if such person is a STOP COVID - ProteGO Safe User. If the Person Tested Positive is a STOP COVID - ProteGO Safe User, the Contact Centre consultant will propose to enter the PIN Code to STOP COVID - ProteGO Safe in order to confirm that the Device belongs to a Person Tested Positive and initiate the process of transmitting the message about exposure to infection to other Application Users (by sending the Key). Entering the PIN Code initiates the process of sending the Key to the

STOP COVID - ProteGO Safe Server, which then transmits the Key to Application Users' Devices.

4. After the Application User's Device receives the Key, the Analytical Module performs an analysis by comparing the Key with historical data on encountering other Devices with the installed Application stored locally on the User's Device in order to assess the risk of exposure to infection COVID-19 . If the analysis of the likelihood of infection COVID-19 shows a high or medium risk of exposure to infection COVID-19 the User's status in the Application will change accordingly.
5. Entering the PIN Code to STOP COVID - ProteGO Safe by the User is voluntary.
6. In the event that the Analytical Module, having analysed the Keys, indicates a high risk of exposure to infection COVID-19 in connection with potential contact with a Person Tested Positive, the User will receive a proposal to check their symptoms in order to determine the possibility of being referred to a refundable RT-PCR test for the presence of the SARS-CoV-2 virus. User will check their symptoms in the Application using the Triage Module. The proposal to check the symptoms will be displayed on the main screen of the Application and will be active for the period of continuous high risk of exposure to infection. COVID-19 determined by the Analytical Module. If the User decides to perform a self-assessment test of the risk of exposure to infection COVID-19 using the Triage Module, and the Triage Module will show a high risk of exposure to infection COVID-19 the User will be able to call the Contact Centre in order to obtain the Test PIN Code. Prior to that, the User is informed that the verification of their Application results in notifying the Chief Sanitary Inspector about the status of high risk of exposure to infection COVID-19 generated by the Analytical Module and the Triage Module. After obtaining the Test PIN, the User enters it into the Application, confirms and waits for the correctness of the Test PIN to be verified. If the verification is correct, the User will be entitled to have a refundable RT-PCR test for the presence of the SARS-CoV-2 virus. Referral to a refundable RT-PCR test is obtained within further contact with a representative of the Contact Centre.
7. STOP COVID - ProteGO Safe enables sending and receiving Keys between STOP COVID - ProteGO Safe Users and users of other national contact tracing and warning mobile applications similar to STOP COVID - ProteGO Safe, which use the Federation Gateway. Interoperability (Alerts in Europe) is voluntary and its use is based on the User's consent expressed pursuant to Art. 9 paragraph 1 lit. a GDPR. Interoperability is provided through the Federation Gateway. In order to use Interoperability effectively, you must give your consent. The consent expressed by the User applies to sending and receiving Keys for all mobile applications similar to STOP COVID - ProteGO Safe. The consent may be withdrawn at any time, without affecting the sent and received Keys that were sent or received before the consent was withdrawn. After giving consent, the Keys are sent to national contact tracing and warning mobile applications

similar to STOP COVID - ProteGO Safe. The history of devices on which an application similar to STOP COVID - ProteGO Safe is installed, will be stored at the Federation Gateway for 14 days.

8. The use of the functionality Current restrictions in poviats is voluntary. In the "Important information" panel of the Application, the user may select the "Current restrictions" tile, and then select one or more poviats in order to receive daily information about the status (yellow or red) of a given poviat. Information about the current status of restrictions is displayed on the STOP COVID - ProteGO Safe main screen by a circle in the colour that represents the appropriate poviat status assigned to the poviat name that is being followed by the User. In the case of updating the status of the poviat selected by the User, the Application will send a PUSH Notification, which will be displayed on the main screen of the User's Device. The Current restrictions in poviats functionality doesn't use the User's data, such as, in particular, the User's location. The User may at any time change the poviats that are being followed, as well as resign from using the functionality of Current restrictions in poviats in the appropriate Application settings.

§4.

Technical requirements

1. The condition for using STOP COVID - ProteGO Safe is that the User has an appropriate Device with up-to-date software and connected to the Internet.
2. Using STOP COVID - ProteGO Safe is possible without territorial restrictions.
3. Entities referred to in § 2 point1 and 2 are not responsible for any difficulties in using the Application resulting from failure to meet the technical requirements indicated in paragraph 1, including incorrect configuration of the Device, or resulting from problems with the Device or the User's Internet connection.

§5.

Intellectual Property Provisions

Entities referred to in § 2 point1 and 2 are entitled to change the functionalities of STOP COVID - ProteGO Safe in order to improve the quality of the Application and to change the STOP COVID - ProteGO Safe interface in whole or in part. The name STOP COVID - ProteGO Safe, logo, principles of operation of STOP COVID - ProteGO Safe, all its graphic elements and interface are protected by law. The software on which STOP COVID - ProteGO Safe is based and the source code are provided by MC based on the GNU GPL-3.0 license, the details of which are available at: [GPL-3.0](#).

§6.

The liability of Entities referred to in § 2 point1 and 2

1. Entities referred to in § 2 point1 and 2 undertake to make every effort to ensure the operation of STOP COVID - ProteGO Safe without any disruptions, as well as to provide the most current WHO or GIS guidelines.
2. The character of STOP COVID - ProteGO Safe is informative. Entities referred to in § 2 point1 and 2 do not provide health services (in particular medical or pharmaceutical), are not intermediaries of the above-mentioned services, and do not carry out medical activities through STOP COVID - ProteGO Safe. In connection with the above, Entities referred to in § 2 point1 and 2 shall not be liable for any consequences resulting from the User's use of STOP COVID - ProteGO Safe in the area of health and life.
3. The use of STOP COVID - ProteGO Safe cannot replace health services, including the need to consult a doctor or the competent sanitary and epidemiological station. If the User notices any deterioration of their health or has doubts about their health, they should immediately contact the emergency number **112** in order to call an ambulance or inform the competent sanitary and epidemiological station or go to the nearest health care facility.
4. If the use of STOP COVID - ProteGO Safe is not possible, it is difficult or takes too long, and the health or well-being of the User deteriorates, the User should immediately call the emergency number **112** in order to call an ambulance or inform the competent sanitary and epidemiological station or go to the nearest health care facility.
5. In special cases, affecting the security or stability of the ICT system, Entities referred to in § 2 point1 and 2 have the right to temporarily cease or limit the operation of STOP COVID - ProteGO Safe or the STOP COVID - ProteGO Safe functionalities, without prior notification to Users. In particular, Entities referred to in § 2 point1 and 2 are entitled to carry out maintenance work to restore the security and stability of the ICT system. The STOP COVID - ProteGO Safe User shall not be entitled to any claims in connection with the interruption or cessation of the STOP COVID - ProteGO Safe operation by the Entities referred to in § 2 point1 and 2.
6. Entities referred to in § 2 point1 and 2 also have the right to cease the operation of STOP COVID - ProteGO Safe at any time, if such a justified request is submitted by an Internet provider or other authorised entity. Subject to the relevant provisions of law and these Terms & Conditions, Entities referred to in § 2 point1 and 2 are not responsible for damages caused by malfunction of the transmission system, including hardware failures, delays and disruptions in the transmission of information.

§7.

Conditions of cessation of use of STOP COVID - ProteGO Safe

1. The User may cease using STOP COVID - ProteGO Safe with immediate effect and without indicating the reasons by removing STOP COVID - ProteGO Safe from their Device.

2. GIS may cease providing, supporting and updating STOP COVID - ProteGO Safe with immediate effect by sending the User an appropriate statement via the Application or other available means of communication.
3. At the end of the state of epidemic or the state of epidemic emergency related to SARS-CoV-2, the STOP COVID - ProteGO Safe application will be deactivated.

§8.

Force Majeure

Entities referred to in § 2 point1 and 2 will not be liable for failure to fulfil their obligations under these Terms & Conditions in time, whenever their fulfilment is delayed or impossible due to circumstances or events beyond the control of the Entities referred to in § 2 point1 and 2, which prevent or significantly hinder the Entities referred to in § 2 point1 and 2 to act in accordance with the Terms & Conditions, such as, but not limited to: fire, flood, imposition of an embargo, strike, riots, inability to secure materials and infrastructure, failure or interruption of machinery, in each case for reasons beyond the control of the Entities referred to in § 2 point1 and 2. If such a delay lasts longer than 30 (thirty) days, the Entities referred to in § 2 point1 and 2 will have the right to cease providing, supporting and updating STOP COVID - ProteGO Safe with immediate effect.

§9.

User Privacy Protection

Detailed rules regarding the privacy of STOP COVID - ProteGO Safe Users and other people using STOP COVID - ProteGO Safe or any form of contact are described in the Privacy Policy.

§10.

Final provisions

1. Entities referred to in § 2 point1 and 2 reserve the right to make changes to the Terms & Conditions. The current version of the Terms & Conditions will be available in STOP COVID - ProteGO Safe.
2. Entities referred to in § 2 point1 and 2 inform that the installation of the STOP COVID - ProteGO Safe update may be necessary for the proper functioning of the Application and proper protection of the data contained in the Application.
3. Entities referred to in § 2 point1 and 2 may terminate the STOP COVID - ProteGO Safe operation at any time.
4. Any possible disputes, which may arise between the Entities referred to in § 2 paragraph 1 and 2, and the User shall be governed by Polish law.
5. Complaints related to the functioning of the Application may be submitted electronically to the following address: protego@mc.gov.pl.