

## Privacy Policy

### CO-IMMUNICATE MOBILE APPLICATION END-USER LICENCE AGREEMENT.

#### PLEASE READ THESE LICENCE TERMS CAREFULLY

BY DOWNLOADING THIS APP YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT DOWNLOAD THIS APP.

#### WHO WE ARE AND WHAT THIS AGREEMENT DOES

We THE UNIVERSITY COURT OF THE UNIVERSITY OF GLASGOW, incorporated under the Universities (Scotland) Act 1889 and having our principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity in terms of Section 13 (2) of the Charities and Trustee Investment (Scotland) Act 2005 (Charity Number SC004401, charity Name 'University of Glasgow Court') license you to use:

- The Co-IMMUNicate mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it
- The related online **OR** electronic documentation (**Documentation**)

as permitted in these terms.

#### GOOGLE PLAY STORE'S TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by Google Play's [rules and policies](#) and Google Play's rules and policies will apply instead of these terms where there are differences between the two.

#### OPERATING SYSTEM REQUIREMENTS

This app requires a smartphone or tablet device with a minimum of 4MB of memory and Android or iOS operating system Android 11.0 (API Level 30) or higher for Android devices; and iOS 11.0 or later for Apple devices. Android devices compatible with the Augmented Reality features are detailed here: [https://developers.google.com/ar/devices#google\\_play\\_devices](https://developers.google.com/ar/devices#google_play_devices); iOS devices compatible with the Augmented Reality features are detailed here: <https://developers.google.com/ar/devices#ios>

#### SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

**Support.** If you want to learn more about the App or have any problems using it please take a look at our support resources on our [Co-IMMUNcate](#) website.

**Contacting us (including with complaints).** If you think the App is faulty or misdescribed or wish to contact us for any other reason please email [megan.macleod@glasgow.ac.uk](mailto:megan.macleod@glasgow.ac.uk).

## **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 or stream a copy of the App onto any of the devices presented here: Android - [https://developers.google.com/ar/devices#google\\_play\\_devices](https://developers.google.com/ar/devices#google_play_devices); iOS - <https://developers.google.com/ar/devices#ios> and view, use and display the App and the Service on such devices for your personal purposes only.
- use any Documentation to support your permitted use of the App.
- 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 MAY NOT TRANSFER THE APP TO SOMEONE ELSE**

We are giving you personally the right to use the App as set out above. You may not otherwise transfer the App 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 remove the App from it.

## **CHANGES TO THESE TERMS**

We may need to change these terms from time to time to reflect changes in law or best practice or to deal with additional features which we introduce.

## **UPDATE TO THE APP**

From time to time we may automatically update the App 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.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you bought it.

## **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 may contain links to other independent websites which are not provided by us. 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, including whether to buy any products or services offered by them.

## **LICENCE RESTRICTIONS**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App or Documentation, 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 or Documentation nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App 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 nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) 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 the Licensor's 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; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is 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 Service.

## **ACCEPTABLE USE RESTRICTIONS**

You must:

- not use the App 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 or any operating system;

- not infringe our intellectual property rights or those of any third party in relation to your use of the App, 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;
- not use the App 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 our systems or attempt to decipher any transmissions to or from our systems.

## **INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights in the App and the Documentation throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Documentation other than the right to use them in accordance with these terms.

## **LIABILITY**

**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.

**We are not liable for business losses.** The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to the App.** The App is provided for general information and entertainment purposes only. It does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

**Check that the App is suitable for you.** The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the appstore site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of support for the App 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. Provided we do this we will not be liable for delays caused by the event.

#### **WE MAY END YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS**

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- You must stop all activities authorised by these terms, including your use of the App.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App.

#### **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will ensure that the transfer will not affect your rights under the contract.

#### **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**

This agreement does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this agreement.

#### **IF A COURT FINDS PART OF THIS CONTRACT 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 THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this contract, we can still enforce it 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 breaking this contract, 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.

**WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

These terms are governed by Scottish law and you can bring legal proceedings in respect of the products in the Scottish courts.